



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
VIRGINIA ROSS

Electronically Recorded

DATE/TIME: Jul 13, 2017 9:58 AM  
FEE: \$ 9.00  
PAGES: 5  
FEE NUMBER: 2017-049705



When Recorded, Return To:

SaddleBrooke Ranch Homeowners Association, Inc.  
9532 East Riggs Road  
Sun Lakes, Arizona 85248  
Attn: Jack Sarsam

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SADDLEBROOKE RANCH RESORT COMMUNITY

This Amendment to Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Ranch Resort Community is executed by SaddleBrooke Ranch Homeowners Association, Inc., an Arizona nonprorfit corporation (the "Association") and Robson Ranch Mountains, LLC, a Delaware limited liability company ("Declarant").

RECITALS

The Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Ranch Resort Community, dated October 25, 2007 (the "Declaration"), was recorded in the Official Records of the Pinal County Recorder on October 26, 2007, as Fee No. 2007-119346. All capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Declaration.

Amendments

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following is added to the Declaration as Section 9.13 of the Declaration:

9.13 Community Improvement Fee.

(a) In addition to the Annual Assessments and the Special Assessments provided for above, and except as otherwise provided below, upon the conveyance or transfer of title to any Lot, the new Owner (i.e. the transferee) shall pay a fee (the "Community Improvement Fee") to the Association in the amount set forth below. The Community Improvement Fee shall be due and payable by, and shall be the personal obligation of, the transferee as the new Owner and shall be secured by the Assessment Lien on the Lot. Except as otherwise provided below, a Community Improvement Fee shall be nonrefundable and shall be due and payable upon each transfer of title to the Lot. The Community Improvement Fee shall be deposited in the Association's reserve fund and/or capital improvement fund, if any, and shall be

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used by the Association only for those purposes designated in the Association's policies as adopted and amended by the Board from time to time for each of such funds, respectively. The portion of each Community Improvement Fee to be deposited in one or both funds for the calendar year shall be determined by the Board prior to the Commencement of the calendar year. Notwithstanding the foregoing, for the first ten (10) years after the date this Amendment is recorded in Pinal County, all Community Improvement Fees collected by the Association shall be deposited into the Association's reserve account.

(b) This Section 9.13 shall be effective upon the date that is sixty (60) days following the date this Amendment is recorded in the Official Records of the Pinal County Recorder. Upon the effective date of this Section, the Community Improvement Fee shall be an amount equal to the Annual Assessment in effect at the time of the conveyance of the Lot at issue. For each calendar year thereafter, the Board, in its sole discretion, may change the Community Improvement Fee to an amount that is equal to or less than the then applicable Annual Assessment, but under no circumstances may the Board increase the Community Improvement Fee to an amount higher than the Annual Assessment that is then in effect without the affirmative vote of a majority of the votes cast in person or by proxy at an annual meeting of the Members of Association or at a special meeting called for that purpose after proper notice to the Members.

(c) No Community Improvement Fee shall be due with respect to (i) the transfer or conveyance of a Lot by gift, devise or intestate succession, (ii) the transfer or conveyance of a Lot by an Owner to the Owner's spouse, siblings, parents or issue or to a trust for the sole benefit of such Owner or such Owner's spouse, siblings, parents or issue, (iii) any other transfer or conveyance for nominal or de minimis consideration, or (iv) the purchase of a Lot by the former Owner of another Lot within one (1) year after the conveyance of such other Lot; provided, however, that in any case under this subsection (c), if the Board determines, in its reasonable discretion, that a material purpose of the transfer, conveyance or transaction structure was to avoid payment of the Community Improvement Fee, then upon written notice from the Association to the transferee, a Community Improvement Fee shall be due and payable with respect to such transfer or conveyance.

(d) If (i) the Owner of a Lot purchases another Lot, and (ii) pays the Community Improvement Fee in connection with the purchase of such other Lot, and (iii) that Owner sells either one of such Lots within one (1) year of the closing of the purchase, and (iv) a Community Improvement Fee is paid by the transferee in connection with such sale, then the Community Improvement Fee paid by the Owner referred to in clause (i) above shall be returned to that Owner without interest within thirty (30) days after the Association receives written demand and proof of the recorded conveyance reasonably satisfactory to the Association. If that Owner fails to transfer one of the two Lots within that one-year period, the Association shall retain the Community Improvement Fee and the Owner shall be deemed to have waived all rights thereto.

(e) Notwithstanding anything to the contrary contained in this Section 9.13, the Community Improvement Fee shall not apply to any of the following:

- (i) any sale or transfer by Declarant (or its successor as Declarant), its affiliate or Trustee (or its successor as Trustee) of a Lot without a completed house;
- (ii) any sale of Exempt Property; or
- (iii) the first sale (i.e. closing) of any Lot after the Lot is improved with a house for the first time.

2. By its execution below, the Association hereby certifies that this Amendment was approved by Owners casting at least 50% of the total votes then eligible to be cast by all Members. Based on such certification, Declarant hereby approves this Amendment as well.

3. Except as modified or amended by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect. In the extent of any inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration, including but not limited to the terms of Section 9.3 of the Declaration, the terms and provisions of this Amendment shall govern and control.


IN WITNESS WHEREOF, SaddleBrooke Ranch Homeowners Association, Inc. and Robson Ranch Mountains, LLC have executed this Amendment this 27<sup>th</sup> day of JUNE, 2017.

**ASSOCIATION:**

SADDLEBROOKE RANCH HOMEOWNERS ASSOCIATION, INC., an Arizona nonprofit corporation

By 

Its PRESIDENT

By 

Its Secretary

**DECLARANT:**

ROBSON RANCH MOUNTAINS, LLC, a Delaware limited liability company

By Arlington Property Management Company, an Arizona corporation, its Manager

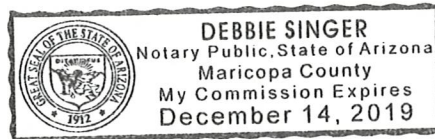
By *Stan Soriano*  
Its *VP*

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me, the undersigned notary public, this 27<sup>th</sup> day of JUNE, 2017, by Jack Sarsam, the President of SaddleBrooke Ranch Homeowners Association, Inc., an Arizona nonprofit corporation, on behalf of the corporation for the purposes therein contained.

*Debbie Singer*  
Notary Public

My Commission Expires:  
12-14-19

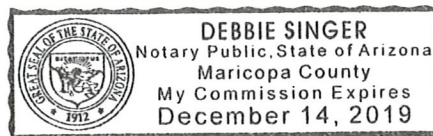


STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me, the undersigned notary public, this 27<sup>th</sup> day of JUNE, 2017, by Tim Fudge, the Secretary of SaddleBrooke Ranch Homeowners Association, Inc., an Arizona nonprofit corporation, on behalf of the corporation for the purposes therein contained.

*Debbie Singer*  
Notary Public

My Commission Expires:  
12-14-19



STATE OF ARIZONA )

) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned notary public, this 27<sup>th</sup> day of JUNE, 2017, by Steven Soriano, the Vice President of Arlington Property Management Company, an Arizona corporation, the manager of Robson Ranch Mountains, LLC, a Delaware limited liability company, for the purposes therein contained on behalf of the limited liability company.

Debbie Singer

Notary Public

My Commission Expires:

12-14-19

