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F. ANN RODRIGUEZ, RECORDER
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1810 East Calle del Vaso
Oro Valley, Arizona 85737

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR HANSON RIDGE RECORDED AS
SEQUENCE NO. 20200560502, RECORDS OF PIMA COUNTY,
ARIZONA
AND
ASSIGNMENT OF DECLARANT’S RIGHTS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HANSON RIDGE RECORDED AS SEQUENCE NO. 20200560502, RECORDS OF PIMA COUNTY, ARIZONA AND ASSIGNMENT OF DECLARANT’S RIGHTS is made as of the Effective Date (as defined below) by Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No. 3758, as Declarant and as Owner of all the Lots.

WITNESSETH:

WHEREAS, Declarant is “Declarant” pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Hanson Ridge (“**Declaration**”) recorded as Sequence No. 20200560502, official records of Pima County, Arizona;

WHEREAS, Section 10.3.1 of the Declaration provides that the Declaration may be amended at any time and from time-to-time by the written approval or affirmative vote, or combination thereof, of Members representing seventy-five (75%) of Lots; provided that so long as Class B Membership exists, Declarant approves such Amendment in writing pursuant to Section 10.3.3 of the Declaration;

WHEREAS, Declarant is also the Owner of all of the Property encumbered by the Declaration;

WHEREAS, the Declarant desires that the Declaration be amended;

NOW, THEREFORE, the Declarant, in its capacity as Declarant and as the Owner of all of the Lots, amends the Declaration as follows:

1. **Effective Date.** This instrument is effective upon the recordation in the official records of Pima County, Arizona.
2. **Conflict.** In the event of a conflict between the provisions of this First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall prevail.
3. **Defined Terms.** To the extent a term is not defined in this First Amendment, the definition assigned in the Declaration shall apply.
4. **Assignment of Declarant's Rights.** Declarant hereby assigns to D.R. Horton, Inc., a Delaware corporation, on a non-exclusive basis while retaining the same, its rights as Declarant pursuant to the Declaration, so that Declarant and D.R. Horton, Inc. shall be co-Declarants.
5. **Assessments.** Sections 6.3 and 6.4 of the Declaration are hereby deleted in their entirety and the following replacement Sections 6.3 and 6.4 shall be substituted in their place:

“6.3 Rate of Assessment. The amount of the Annual Assessment for each Lot shall be the amount obtained by dividing the total budget of the Association for the Assessment Period for which the Annual Assessment is being levied by the total number of Lots subject to the Assessment at the time the Annual Assessment is levied. Except for Lots owned by Declarant(s) or Developer(s), the Owner of each Lot shall bear an equal share of each Annual or Special Assessment. Notwithstanding any other provision in this Declaration to the contrary, Lots that are not yet “Finished Lots” shall not be subject

to Annual Assessments, Special Assessments, or any other Assessments. "Finished Lots" shall mean Lots containing building pads with streets and utilities to the Lot property line and with the Subdivision Assurance Agreement released so that a Unit may be constructed on the Lot and sold to a homebuyer."

"6.4 Obligation of Declarant(s) for Deficiencies. So long as there is a Class B membership in the Association, Declarant(s) (and the beneficiaries of Declarant if Declarant is a Trust, an entity owned or controlled by the beneficiary, an entity which the beneficiary owns or controls or an entity under common control with the beneficiary and Developer(s) shall pay no assessments of any type, but shall contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be requested by the Board, such funds as may be necessary (the "Deficiency"), when added to the Annual Assessments levied by the Association, to pay all Common Expenses of the Association as they become due. Notwithstanding the foregoing, in no event shall Declarant (and the beneficiaries of Declarant if Declarant is a trust) or any Developer(s) be obligated to pay an amount greater than (i) the Annual Assessments and Special Assessments assessed against a Lot owned by a person other than the Declarant or Developer(s) with a Residential Unit constructed thereon, multiplied by (ii) the number of Lots owned by such Declarant or Developer(s). Upon the termination of the Class B membership period, the Declarant(s) (or Declarant's beneficiary, an entity owned or controlled by the beneficiary, an entity which the beneficiary owns or controls or an entity under common control with the beneficiary) and Developer(s) shall pay assessments at the rate of 25% of the Annual Assessments for Lots owned by other than the Declarant(s) or Developer(s). Notwithstanding the foregoing, if there is more than one Declarant or Developer, then each Declarant's and Developer's obligation shall be to pay that portion of the Deficiency equal to the number of Finished Lots owned by such Declarant or Developer divided by the total number of Finished Lots owned by all Declarants and Developers."

6. Working Capital Funds; Transfer Fees. Notwithstanding any provision contained in the Declaration to the contrary, the provisions of Section 6.13 (relating to Working Capital Funds) and Section 6.14 (relating to Transfer Fees) shall not apply to a sale to a Special Builder.

7. Signage. Notwithstanding any provision contained in the Declaration to the contrary, Declarants and builders designated by a Declarant shall have the right to place signage in the Common Areas subject to ordinances and other laws relating to such signage.

8. Lot Line Adjustments. The lot lines for Lots 60 through 69, inclusive, have been adjusted to create eight (8) larger lots from the original ten (10) Lots (Lots 60-69). This lot line adjustment (the "Lot Line Adjustment") was recorded in Sequence No. 20201320542, Official Records of the County Recorder for Pima County, Arizona. The new lots created are legally described and identified in the Lot Line Adjustment as New Lot 61A, New Lot 62A, New Lot 63A, New Lot 64A, New Lot 65A, New Lot 66A, New Lot 67A and New Lot 68A; and such New Lots 61A through 68A, inclusive, shall replace original Lots 60 through 69, inclusive. As a result of the Lot Line Adjustment, the Declaration, on the date hereof, shall encumber 198 Lots rather than 200 Lots for all purposes. For example, voting shall be based upon 198 Lots, assessments shall be based upon 198 Lots, etc.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

EXECUTED as of the Effective Date by the Declarant.

DECLARANT:

Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No. 3758, and not in its corporate capacity, and as owner of all of the Property

By: [Signature]
Its: Trust Officer

State of Arizona)
) ss.
County of Pima)

Acknowledged before me this 1 day of June, 2020, by Teresa M. Ives, the Trust Officer of Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No. 3758.

[Signature]
Notary Public

My Commission Expires:

