



SEQUENCE: 20220700992

No. Pages: 8

3/11/2022 5:00 PM



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**CERTIFICATE OF FIRST AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR ROADHAVEN RESORTS, INC.
(KNOWN AND MARKETED AS "THE SPRINGS AT SANTA RITA")**

(Amends Sequence 20090250673; See Exhibit A for Legal Description)

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

**CERTIFICATE OF FIRST AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR ROADHAVEN RESORTS, INC.
(KNOWN AND MARKETED AS “THE SPRINGS AT SANTA RITA”)**

This is the First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Roadhaven Resorts, Inc. (known and marketed as The Springs at Santa Rita) [the “Declaration”], which was recorded on February 6, 2009, Sequence 20090250673, office of the Pima County Recorder. This First Amendment to the Declaration has been duly approved by at least 51% of Lot Owners in The Springs at Santa Rita, casting one vote per Lot.

The Declaration is amended as follows:

ADD 7.15 Capital Reserve Fee. Effective February 1, 2022 and except as set forth in this Section 7.15, all buyers of Lots shall pay a non-refundable Capital Reserve Fee at the time of voluntary conveyance of ownership rights in the Lot (including buyers under agreements for sale). The Capital Reserve Fee shall be secured by the lien for assessments as set forth in Section 7.1 and shall burden the Lot after conveyance of ownership rights in the Lot. The buyer of the Lot shall also be personally obligated to pay the Capital Reserve Fee. Unless otherwise directed by the conveyor [the seller] and conveyee [the buyer] of a Lot, the Association shall collect the Capital Reserve Fee owed by the conveyee through the close of escrow if the Association is notified of the conveyance and if a title company is used to facilitate a particular conveyance of a Lot. The conveyor and conveyee may allocate the payment of the Capital Reserve Fee through the escrow process between the conveyor and conveyee in any manner. The failure of the Association to be notified of a conveyance shall not affect the obligation of the new Owner to pay the entire Capital Reserve Fee and shall not impact the lien against the Lot for the Capital Reserve Fee.

No Capital Reserve Fee shall be payable with respect to: (A) the transfer or conveyance of a Lot by devise or intestate succession; (B) a transfer or conveyance of a Lot for estate planning purposes, including conveyances for only nominal consideration to the existing Lot Owner’s family member(s); (C) a transfer or conveyance to a corporation, partnership or other entity in which the conveyor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the

transfer or conveyance was to avoid payment of the Capital Reserve Fee, in which event a Capital Reserve Fee shall be due and payable with respect to such transfer or conveyance; (D) the transfer or conveyance of a Lot to a Person who already owns a Lot(s) in The Springs at Santa Rita; (E) the transfer or conveyance of a Lot to a former Lot Owner, provided that the acquisition occurs within one year from the closing of escrow on the Owner's former Lot.

Any and all Capital Reserve Fees collected shall be deposited into the Association's reserve account.

The Capital Reserve Fee shall be \$500.00 until changed by the Board of Directors and shall become effective on the date this Certificate of Amendment is recorded in the Pima County Recorder's office. The Board is authorized to change the Capital Reserve Fee from time to time in its sole discretion.

Except as amended herein, the Declaration shall remain in full force and effect. To the extent of any inconsistency between the terms and provisions of this First Amendment and those of the Declaration, the terms and provisions of this First Amendment shall govern and control.

IN WITNESS WHEREOF, on this 3rd day of March, 2022, the undersigned officers of The Springs at Santa Rita Homeowners Association, Inc. hereby certify that the foregoing First Amendment was duly approved on February 28, 2022, by at least 51% of the Lot Owners in The Springs at Santa Rita.

THE SPRINGS AT SANTA RITA HOMEOWNERS ASSOCIATION, INC.
An Arizona non-profit corporation

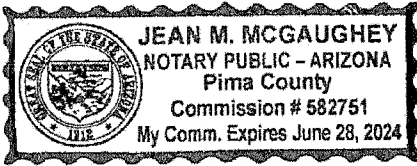
By: 
Its: President

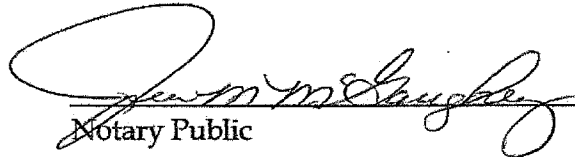
ATTEST:

By: 
Its: Secretary

STATE OF ARIZONA)
)ss.
County of Pima)

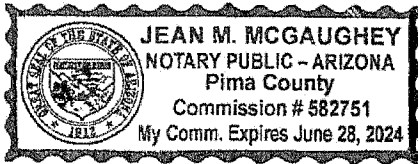
The foregoing was acknowledged before me this 3rd day of March, 2022, by BRENT C. GOROP as President of The Springs at Santa Rita Homeowners Association, Inc. an Arizona non-profit corporation.




Notary Public

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing was acknowledged before me this 3rd day of March, 2022, by CATHY N. ROBERTS as Secretary of The Springs at Santa Rita Homeowners Association, Inc. an Arizona non-profit corporation.



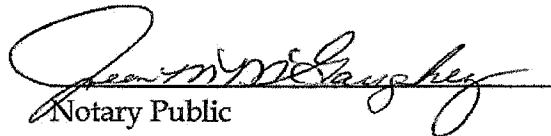

Notary Public

EXHIBIT A

Roadhaven Resorts

Lots 1 thru 424 and Common Areas A and B, of ROADHAVEN RESORTS OF GREEN VALLEY, per map recorded in Book 37, Page 4 of Maps and Plats, in the office of the Pima County Recorder, Pima County, Arizona.

Excepting the following from Common Area B:

Recreation Common Area "B"

That certain parcel of land situated in the San Ignacio de la Canoa Private Land Grant, according to the survey of said land grant made by the United States Surveyor General on March 10, 1901, and which said survey is now on file in the United States Surveyor General's office in Phoenix, in the State of Arizona, and to which reference is being made, within Pima County, Arizona, more particularly described as follows:

Commencing at a point on the South line of the North half of said land grant, said point being on the East right-of-way line of I-19, Tucson-Nogales Highway;

Thence North 22 degrees 27' 31" East along the East right-of-way line of I-19, said line also being the West line of Roadhaven Resorts, Inc. of Green Valley, a subdivision of Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 37 of Maps and Plats at Page 4, a distance of 1305.00 feet to a point, said point being the intersection of the West line of Roadhaven Resorts, Inc. and the centerline of Via Rio Fuerte, a private drive;

Thence departing said West line South 67 degrees 32' 29" East a distance of 234.14 feet along the centerline of Via Rio Fuerte, to the beginning of a tangent curve concave to the Northwest having a radius of 185.00 feet;

Thence Northeasterly 127.06 feet along the arc of said curve, through a central angle of 39 degrees 21' 02" to a point of tangency;

Thence North 73 degrees 06' 29" East a distance of 22.86 feet;

Thence departing said centerline of Via Rio Fuerte South 16 degrees 53' 31" East a distance of 17.00 feet to a point, said point being the True Point of Beginning;

Thence North 73 degrees 06' 29" East a distance of 188.66 feet to the beginning of a tangent curve concave to the Southeast having a radius of 168.00 feet;

Thence Southeasterly 115.38 feet along the arc of said curve, through a central angle of 39 degrees 21' 02" to a point of tangency;

Thence South 67 degrees 32' 29" East a distance of 170.00 feet to the beginning of a tangent curve concave to the Southeast having a radius of 308.00 feet;

Thence Southeasterly 144.84 feet along the arc of said curve, through a central angle of 26 degrees 56' 41" to a point of tangency;

Thence South 40 degrees 35' 48" East a distance of 92.36 feet to the beginning of a tangent curve to the southwest having a radius of 25.00 feet;

Thence Southeasterly 39.27 feet along the arc of said curve, through a central angle of 90 degrees 00' 00" to a point of tangency;

Thence South 49 degrees 24' 12" West a distance of 140.94 feet;

Thence South 52 degrees 27' 31" West, a distance of 305.17 feet to the beginning of a tangent curve concave to the North having a radius of 25.00 feet;

Thence Southwesterly 39.27 feet along the arc of said curve, through a central angle of 90 degrees 00' 00" to a point of tangency;

Thence North 37 degrees 32' 29" West a distance of 329.00 feet to the beginning of a tangent curve concave to the Northeast having a radius of 168.00 feet;

Thence Northerly 74.80 feet along the arc of said curve, through a central angle of 25 degrees 30' 32" to a point of tangency;

Thence North 12 degrees 01' 57" West, a distance of 123.66 feet to the beginning of a tangent curve concave to the Southeast having a radius of 25.00 feet;

Thence Northeasterly 37.15 feet along the arc of said curve, through a central angle of 85 degrees 08' 27" to a point; said point being the True Point of Beginning.

The Springs II at Santa Rita

THE SPRINGS II AT SANTA RITA, Lots 1-114 and Common Areas "A" and "B," according to the plat recorded in Book 50 of Maps and Plats at Page 68, records of Pima County, Arizona,

The Springs II Resubdivision, Lots 1 thru 51 and Common Areas "A" and "B":

The Springs II Resubdivision, Lots 1 thru 51 and Common Areas "A" and "B," according to the plat recorded in Book 51 of Maps and Plats at Page 68, records of Pima County, Arizona, being a resubdivision of THE SPRINGS II AT SANTA RITA, Lots 1-52 and 109 thru 114 of the Springs II at Santa Rita, Lots 1 thru 114 and Common Areas "A" and "B," according to the plat recorded in Book 50 of Maps and Plats at Page 68, records of Pima County, Arizona, and described as follows:

COMMENCING at the Southwesterly corner of said THE SPRINGS II AT SANTA RITA, Lots 1 thru 114 and Common Areas "A" and "B;"

THENCE South $59^{\circ} 12' 41''$ East along the Southerly line of said THE SPRINGS II AT SANTA RITA, Lots 1 thru 114 and Common Areas "A" and "B," a distance of 1071.98 feet;

THENCE leaving said Southerly line North $62^{\circ} 16' 13''$ East a distance of 68.63 feet to a point on the arc of a non-tangent curve concave Northeasterly, said point being on the Westerly right-of-way line of Golden Lynx Road according to said plat of THE SPRINGS II AT SANTA RITA, Lots 1 thru 114 and Common Areas "A" and "B;"

THENCE along said Westerly right-of-way the following courses and distances;

Northerly the arc of said curve to the right having a radius of 50.00 feet and a central angle of $77^{\circ} 45' 35''$ for an arc distance of 67.86 feet to a point of reverse curvature of a tangent curve concave Northwesterly;

Northerly along the arc of said curve to the left having a radius of 50.00 feet and a central angle of $38^{\circ} 42' 22''$ for an arc distance of 33.81 feet;

North $11^{\circ} 17' 26''$ East a distance of 316.66 feet to a point of curvature of a tangent curve concave Easterly;

Northerly along the arc of said curve to the right having a radius of 196.00 feet and a central angle of $29^{\circ} 16' 55''$ for an arc distance of 100.17 feet;

North $40^{\circ} 34' 21''$ East a distance of 234.35 feet;

THENCE leaving said westerly right-of-way, North $49^{\circ} 27' 05''$ West a distance of 349.28 feet to a point on the Westerly boundary of said THE SPRINGS II AT SANTA RITA, Lots 1 thru 114 and Common Areas "A" and "B;"

THENCE along said boundary the following courses and distances;

South 52° 27' 31" West a distance of 320.49 feet;

North 67° 32' 29" West a distance of 622.30 feet;

South 22° 27' 31" West a distance of 455.00 feet to the POINT OF BEGINNING.