

VillasSavonaCCRs-3-1-1--
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WHEN RECORDED, MAIL TO: Beth Mulcahy Mulcahy Law Firm, P.C. 3001 E. Camelback Road, Suite 130 Phoenix, Arizona 85016

The Villas at Savona Unit Owners Association

FIRST AMENDMENT TO DECLARATION OF ESTABLISHMENT OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS AT SAVONA UNIT OWNERS CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF ESTABLISHMENT OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS AT SAVONA UNIT OWNERS CONDOMINIUM ("First Amendment") is made this 12 day of November, 2022, by The Villas at Savona Unit Owners Association ("Association").

RECITALS

A. The Declaration of Establishment of Condominium and Declaration of Covenants, Conditions and Restrictions for the Villas at Savona Unit Owners Condominium was recorded on December 16, 2004, in Document No. 2004-1481100, and an Addendum to Declaration Establishment of Condominium and Declaration of Covenants, Conditions and Restrictions for the Villas at Savona Unit Owners Condominium was recorded on September 26, 2005, in Document No. 2005-1419336, all official records of Maricopa County, Arizona ("Declaration"), and subjected the real property described in the Declaration to the Declaration and required that the property be held, sold, used, and conveyed subject to the easements, restrictions, covenants and conditions, which run with the title to the real property subject to this Declaration.

B. The Declaration is binding on all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the properties.

C. The Members of the Association wish to amend the Declaration.

D. Pursuant to Article XV, Section XV.17(b) of the Declaration, the Declaration may be amended at any time by the vote of the Unit Owners of not less than sixty-seven percent (67%) of the Units in the Condominium. The Association has obtained the affirmative vote representing the above-mentioned requirements. Any amendment to this Declaration, past, present or future, shall be subject to a presumption that sufficient notice of such amendment was provided to the Owners by the original Declaration, and that such amendment was reasonable and foreseeable to the Owners at the time of purchase. This amendment to the Declaration does not create any new affirmative obligations for Owners of Units within the Association; rather, the amendments set forth herein refine the Declaration, correct an error, fill in a gap, and/or change the Declaration in a particular way.

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

1. **Amend Article VII.03(a) of the Declaration (language marked with a strikethrough is to be removed, and language underlined and in all capital letters is to be added):**

The Association shall obtain the following policies of insurance and shall maintain said policies in full force and effect:

~~(a) A multi-peril policy covering the Property providing, at a minimum, fire and extended coverage, and all other coverage in kind and amount customarily acquired or required for projects similar in construction, location and use including, but not limited to, vandalism and malicious mischief, in an amount not less than one hundred percent (100%) of the insurable value based upon replacement cost.~~

PROPERTY INSURANCE ON THE COMMON ELEMENTS, ISSUED UNDER A STANDARD FORM "ALL RISK OF DIRECT PHYSICAL LOSS FORM, IN AN AMOUNT EQUAL TO THE MAXIMUM INSURABLE REPLACEMENT VALUE OF THE ENTIRE COMMON ELEMENTS; PROVIDED, HOWEVER, THAT THE TOTAL AMOUNT OF INSURANCE, AFTER APPLICATION OF ANY DEDUCTIBLES SHALL NOT BE LESS THAN ONE HUNDRED PERCENT (100%) OF THE CURRENT REPLACEMENT COST OF THE INSURED PROPERTY, EXCLUSIVE OF LAND, EXCAVATIONS, FOUNDATIONS AND OTHER ITEMS NORMALLY EXCLUDED FROM PROPERTY INSURANCE POLICY. RESTORATION OF THE FOREGOING WILL BE REPLACEMENT COST ACCORDING TO THE ORIGINAL PLANS AND SPECIFICATIONS, AND ANY IMPROVEMENTS TO A UNIT DONE AT THE EXPENSE OF ANY UNIT OWNER WILL BE THE RESPONSIBILITY OF THE UNIT OWNER TO PROPERLY INSURE UNDER SUCH UNIT OWNER'S OWN POLICY OF INSURANCE. THE ASSOCIATION'S INSURANCE SHALL COVER ALL THE COMMON ELEMENTS UP TO AND INCLUDING THE BARE EXTERIOR WALLS AND BARE EXTERIOR CEILING AND FLOORS IN WHICH A UNIT IS LOCATED, PURSUANT TO THE UNIT BOUNDARIES DEFINITION IN SECTION III.03 ABOVE. ANY ITEMS BEYOND THE UNIT BOUNDARIES, PER SECTION III.03 OF THIS DECLARATION AND SECTION 33-1212 OF THE CONDOMINIUM ACT, WITHIN THE UNIT SHALL BE THE RESPONSIBILITY OF THE UNIT OWNER AND THE UNIT OWNER SHALL BE OBLIGATED TO OBTAIN ADEQUATE COVERAGE FOR SUCH ITEMS AND FOR ANY DAMAGE WHICH MAY OCCUR TO THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS RESULTING FROM AN OCCURRENCE WITHIN SUCH A UNIT OWNER'S UNIT. THE BOARD OF DIRECTORS SHALL ALSO OBTAIN AND MAINTAIN SUCH COVERAGE ON ALL PERSONAL PROPERTY OWNED BY THE ASSOCIATION.

2. The terms used in this Amendment without definition shall have the same meanings given to such terms in the Declaration (as amended).
3. By attesting to this Amendment, the undersigned certify that the amendments to the Declaration set forth in this Amendment were properly adopted in accordance with the requirements of the Declaration.
4. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment and the Declaration this Amendment shall prevail.

THE VILLAS AT SAVONA UNIT OWNERS ASSOCIATION, INC.

BY: *Jamie Heinemann* (Signature)
JAMIE HEINEMANN (Print Name)
ITS: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 10 day of November, 2022, by Jamie Heinemann, the President of The Villas at Savona Unit Owners Association, Inc., an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: *Aaron Galindo*
My commission Expires: March 16, 2026

