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**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
THE VINEYARDS AT ARCADIA**

This Second Amendment To Declaration Of Covenants, Conditions And Restrictions For The Vineyards At Arcadia is made as of May 26, 2009, ~~2008~~, by The Vineyards At Arcadia Homeowners Association ("Association").

**RECITALS**

A. A Declaration Of Covenants, Conditions And Restrictions For The Vineyards At Arcadia was recorded on August 28, 2003, at Instrument No. 2003-1205808, and thereafter re-recorded on September 4, 2003, at Instrument No. 2003-1238736, records of Maricopa County, Arizona ("Declaration").

B. An Amendment to the Declaration was recorded on October 10, 2003, at Instrument No. 2003-1425325, records of Maricopa County, Arizona.

C. Capitalized terms used in this Second Amendment without definitions shall have the meanings given to such terms in the Declaration.

D. Article 16, Section 16.1 of the Declaration provides that the Declaration may be amended by an instrument in writing, signed by the President and attested by the Secretary, with any amendment to have been first approved by a majority of the Board of Directors prior to adoption by the Owners, and approved at a meeting/consented to in writing by two-thirds of the Owners.

E. This Second Amendment to the Declaration was first approved by a majority of the Board of Directors, and thereafter approved in writing by two-thirds of the Owners.

F. In the event of any inconsistency between the provisions of the Declaration and the provisions of this Second Amendment, the provisions of this Second Amendment shall be controlling.

**AMENDMENT**

Now, therefore, the Declaration is amended in each of the following respects:

1. The first sentence of Section 5.13, Contribution To Reserves, shall be deleted in its entirety, and the following shall be inserted in place thereof:

"Upon each transfer of record title of a Lot, the new Owner thereof shall be obligated to pay to the Association a non-refundable Transfer Fee of \$5,000.00, or such other amount as may be specified by the Board Of Directors in a duly adopted Resolution, which shall be effective upon adoption and remain in effect unless thereafter changed. Anything in the previous sentence to the contrary notwithstanding, no Transfer Fee shall be payable upon any of the following: (i) a transfer or conveyance by devise or intestate succession; (ii) a gratuitous transfer or conveyance between spouses, parent and child, siblings, or grandparent and grandchild; (iii) a transfer or conveyance to or from a corporation, partnership, limited liability company or other legal entity in which the grantor/grantee owns a controlling legal interest; (iv) a transfer or conveyance to the Association. All moneys received by the Association hereunder shall be deposited into a segregated Reserve Account, to be used exclusively for capital improvements to the Common Areas. All amounts due hereunder shall be deemed Assessments and be a continuing lien upon the transferred Lot."

2. The last sentence of Section 11.3, Signs, shall be deleted in its entirety, and the following shall be inserted in place thereof:

- "(d) One "For Sale" sign, not exceeding 18 inches by 24 inches, and a sign rider, not exceeding 6 inches by 24 inches, on any Lot;
- (e) One security or alarm sign, on any Lot;
- (f) One political sign, as defined by Arizona Law, not earlier than 45 days before the day of any election and not later than 7 days after an election, not exceeding 24 inches by 24 inches, on any Lot.

This Second Amendment to the Declaration shall become effective upon the date of recording hereof.

Except as expressly amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Association have caused this Second Amendment to be duly executed on the date hereinabove set forth.

**THE VINEYARDS AT ARCADIA  
HOMEOWNERS ASSOCIATION,**  
an Arizona nonprofit corporation

By: Gerald Mandell  
Gerald Mandell, President

Attest:

Gerald Mandell  
, Secretary

State of Arizona     )  
                                  ) ss.  
County of Maricopa   )

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The foregoing instrument was acknowledged before me this 26<sup>TH</sup> day of MAY, 2009 by Gerald Mandell, the President, and N/A, the Secretary of The Vineyards At Arcadia Homeowners Association, an Arizona nonprofit corporation, on behalf of the corporation.

Vincent J. Curley  
Notary Public

My Commission Expires:

