



OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2012-0235211 03/22/12 09:31 AM
 1 OF 1

PULLI/BOA

When recorded return to:

SAN MARCOS ON BROADWAY, LLC
 %Snow Property Services
 4135 S. Power Road, #122
 Mesa, Arizona 85212

**SECOND AMENDMENT TO
 THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 BROADWAY SAN MARCOS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Broadway San Marcos ("Second Amendment") is made as of this ___ day of March, 2012, by San Marcos on Broadway, LLC, an Arizona Limited Liability Company ("Successor Declarant") and is as follows:

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Broadway San Marcos was recorded by Rochelle San Marcos, L.C., the prior declarant, on March 27, 2007, with the Pinal County Recorder's Office at Document No. 2007-037202 ("Declaration").

B. Rochelle San Marcos, L.C., then recorded an Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Broadway San Marcos, on June 12, 2007, with the Pinal County Recorder's Office at Document No. 2007-068764 ("First Amendment").

C. On February 6, 2012, Rochelle San Marcos, L.C. assigned its Declarant rights to San Marcos on Broadway, LLC ("Successor Declarant" or "Declarant") and conveyed all right, title and interest to the following real property:

Lots 3 through 8, 18 through 23, 26 through 29, 32 through 40, 42 through 47, 49 through 53, 55 through 58, 60 through 65, 68 through 71, 73 through 75, and Tracts A, B, C, D, E, F, and G, BROADWAY SAN MARCOS SUBDIVISION, according to Cabinet G, Slide 108, records of Pinal County, Arizona.

D. Article 9, Section 9.3 of the Declaration provides that the Declaration may be amended at any time during the initial term of the Declaration upon the written approval or the affirmative vote or any combination thereof, of Owners of not less than seventy-five percent (75%) of the Lots, with one vote per Lot.

E. Declarant has the requisite voting power in the Association such that the Successor Declarant has the right to amend the Declaration and First Amendment.

F. The Declarant desires by this Second Amendment to amend certain provisions in the Declaration and First Amendment.

AMENDED DECLARATION

NOW, THEREFORE, the Declaration and First Amendment are amended as follows:

1. Article 5, Section 5.7.2 of the Declaration is hereby amended in its entirety to read as follows:

The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. Class B Membership shall expire and be converted to Class A Membership immediately upon the conveyance of the last Lot within the Project from the Declarant to an Owner.

2. Article 5, Section 5.13 shall be added to the Declaration to read:

Turnover shall not occur during the period of Declarant control. Period of Declarant control means the time period commencing on the date the Declaration was recorded and ending on the date the last Lot is sold and conveyed by the Declarant to a Class A Member.

3. Article 6, Section 6.2.3(i) of the First Amendment is hereby amended in its entirety to read as follows:

Until January 1 of the year immediately following the conveyance of the first Lot to a purchaser, the Maximum Annual Assessment for each lot shall be an amount as determined by the Declarant.

4. Article 9, Section 9.3 and 9.4 of the Declaration is hereby amended in its entirety to read as follows:

The Declaration may be amended at any time during the initial term of this Declaration or any renewal or extension term, without regard to whether such amendments are of uniform effect as to the Owners or the Lots, by the written approval or the affirmative vote or any combination thereof, of Owners of not less than seventy-five percent (75%). So long as the Declarant owns any Lot, any amendment to this Declaration must be approved in writing by the Declarant.

5. Except as provided herein to the contrary, all terms and provisions of the Declaration shall remain in full force and effect.

SAN MARCOS ON BROADWAY, LLC, an
Arizona limited liability company

D J Kauff
By:
Its:

STATE OF ARIZONA)
): ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of March, 2012, by Dan Kauffman, the Managing Member of SAN MARCOS ON BROADWAY, L.L.C., an Arizona limited liability company, for and on behalf of said company.

Tammy L Trammell
Notary Public

My Commission Expires: 11-19-2015

