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CAPTION HEADING:

**CERTIFICATE OF FIRST AMENDMENT TO AMENDED AND RESTATED DELCARATION OF
ESTABLISHMENT OF MAINTENANCE ASSOCIATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR MERCADO DISTRICT OF MENLO PARK**

DO NOT REMOVE

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**CERTIFICATE OF FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF ESTABLISHMENT OF MAINTENANCE ASSOCIATION
AND COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
MERCADO DISTRICT OF MENLO PARK**

This Certificate of First Amendment to Amended and Restated Declaration of Establishment of Maintenance Association and Covenants, Conditions, Restrictions, and Easements for Mercado District of Menlo Park ("First Amendment"), is made by TICOR TITLE AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee, under Trust number 12,270 and not otherwise ("Declarant"), in recognition of the following facts and intentions:

A. The Declaration of Establishment of Maintenance Association and Covenants, Conditions, Restrictions, and Easements for Mercado District of Menlo Park (the "Original Declaration") was recorded on February 10, 2006, in Docket 12739 at page 3761 *et seq.*, Instrument No. 20060280870, in the office of the Pima County Recorder; and

B. The Amended and Restated Declaration of Establishment of Maintenance Association and Covenants, Conditions, Restrictions, and Easements for Mercado District of Menlo Park (the "Declaration") superseded and replaced the Original Declaration, and was recorded on March 27, 2006, in Docket 12769 at page 4204 *et seq.*, Instrument No. 20060580946, in the office of the Pima County Recorder; and

C. The Declaration presently affects that certain real property located in Pima County, Arizona, as described in the Declaration; and

D. Pursuant to Section 14.6.1 of the Declaration, until termination of the Declarant Control Period (which is still in effect), Declarant may amend the Declaration for any purpose and without the consent or approval of any Owners or Members, or any other Person.

NOW, THEREFORE, pursuant to Section 14.6.1 of the Declaration, the Declaration is hereby amended as follows:

1. Section 6.2.1 is amended to read as follows:

Completed Lots and Condominium Units. For each Lot with a completed Dwelling Unit thereon and for each completed Residential Condominium Unit within the Town Center or within the Neighborhood General, the Assessment shall remain equal to the Assessment for a Lot.

2. **Section 6.2.2 is deleted in its entirety** with respect to all Lots with Dwelling Units and Condominium Units less than 2000 Square Feet that are completed after the date of recordation of this First Amendment. However, Section 6.2.2 shall continue in full force and effect with respect to the applicable Lots and Condominium Units that are paying 75% of the Lot Assessment as of the date of recordation of this First Amendment. This 75% rate of Assessment shall continue until the Owner (who held title as of the date of recordation of this First Amendment) conveys title to a different Owner.

3. **Section 6.2.3 is deleted in its entirety.**

4. **Section 6.2.4 is amended to read as follows:**

Completed Apartment Parcels. For each Apartment Parcel having completed Apartment Units thereon, the Owner shall be assessed at an aggregate rate equal to the number of Assessments that would be due if each Apartment Unit was assessed as a completed Residential Condominium Unit as provided in Section 6.2.1 above, except that the Assessment for each Apartment Unit shall equal twenty percent (20%) of the Assessment for a residential Lot.

5. **Section 6.2.6 is amended to read as follows:**

Completed Parking Structures Within Town Center. For each completed parking structure within a Parcel that provides parking to members of the public, including interior parking garages and surface parking lots, the Owner shall pay twenty-five percent (25%) of the Assessment for a Lot for each 1000 square feet of parking surface area, as determined by the Board in its sole discretion, rounded to the nearest 1000 square feet. This Section does not apply to parking structures or portions of parking structures that provide parking for residents or guests of Apartments, Condominiums or Lots.

6. **ADD Section 6.2.8. Dwelling Units on Two Lots.** For each Dwelling Unit that is constructed on two Lots, the Assessment for the two Lots shall be charged at 150% of the Assessment for one Lot.

7. If there is any inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Declaration, the terms and provisions of this First Amendment shall govern and control. Words used herein with initial capital letters shall be defined as set forth in the Declaration, unless specifically defined herein.

8. Except as specifically amended by this First Amendment, the Declaration shall remain in full force and effect and unmodified.

DATED this 14~~th~~ day of JUNE, 2012.

TICOR TITLE AGENCY OF ARIZONA, INC.,
an Arizona corporation, as Trustee under
Trust number 12,270, as Trustee only and
In no other capacity

By: Martha L Hill

Its: TRUST OFFICER

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14~~th~~ day of June, 2012, by Martha L. Hill, the TRUST OFFICER of TICOR TITLE AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust number 12,270.

M T Santa Cruz
Notary Public

