

When recorded, mail to:

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**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTH POINT CROSSING**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for North Point Crossing (“Second Amendment”), is made this 24th day of March, 2022, by the N.P.C. Homeowners Association, an Arizona non-profit corporation (“Association”).

RECITALS

A. On February 21, 1992, the Declaration of Covenants, Conditions and Restrictions for North Point Crossing, was recorded with the Maricopa County Recorder’s Office at Instrument No. 1992-0087920 and a First Amendment to Declaration of Covenants, Conditions and Restrictions for North Point Crossing was recorded thereafter on April 18, 1997 at Instrument No. 1997-0254020 (collectively referred to herein as the “Declaration”). The Declaration governs the real property (“Property”) located in the County of Maricopa, State of Arizona, which is more particularly described therein.

B. In accordance with A.R.S. §33-1817 and pursuant to Section 9.4 of the Declaration, the Declaration may be amended with the written approval or the affirmative vote of Owners of not less than seventy-five percent (75%) of the Lots.

C. Owners of at least seventy-five percent (75%) of the Lots in the Association have approved this Second Amendment.

D. Unless otherwise defined in this Second Amendment, each capitalized term used herein shall have the same meaning given to such term in the Declaration.

E. Except as expressly amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Declaration, this Second Amendment shall control.

SECOND AMENDMENT

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

1. Section 3.3 of the Declaration is deleted in its entirety and replaced with the following language:

3.3 ANNUAL ASSESSMENT: (a) In order to provide for the operation and management of the Association and to provide funds for the Association to perform its duties and obligations under the Project Documents, including the establishment of replacement and maintenance reserves, the Board, for each fiscal year of the Association commencing with the year in which the first Lot is conveyed to a Purchaser, shall assess against each Lot an annual assessment.

The Board shall annually determine and fix the amount of the annual assessment against each Lot except that the annual assessment shall not exceed the maximum annual assessment for the fiscal year as computed pursuant to Subsection (b) of this section. From and after January 1, 2021, the Board shall not increase the annual assessment more than twenty percent (20%) from the immediately preceding fiscal year's annual assessment without the approval of at least two-thirds (2/3) of the Owners who are voting in person or by absentee ballot at a meeting duly called for such purpose. The Board shall notify each Owner of each Lot in writing as to the amount of the annual assessment not less than thirty (30) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall not affect the validity of the annual assessment established by the Board nor relieve any Owner from its obligation to pay the annual assessment.

If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason, including without limitation, nonpayment of Assessments by Members, it may increase the annual assessment for that fiscal year and the revised annual assessment shall commence on the date designated by the Board, except that no such increase in the annual assessment for any fiscal year which would result in the annual assessment for such fiscal year shall become effective until approved by Members entitled to cast at least two-thirds (2/3) of the votes entitled to be cast by each class of Members who are voting in person or by absentee ballot at a meeting duly called for such purpose.

(b) The Maximum Annual Assessment for each fiscal year of the Association shall be as follows:

(i) From the conveyance of the first Lot to a Purchaser, the maximum annual assessment shall be Six hundred Dollars (\$600.00) for each Lot.

IN WITNESS WHEREOF, the President of the Association hereby certifies that this Second Amendment to the Declaration has been approved by the required percentage of Owners in the Association.

N.P.C. Homeowners Association, an Arizona non-profit corporation

By: [Signature]
Name: Robert Forwark
Title: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 24th day of March, 2022, before me personally appeared _____, whose identify has proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the document.

[Signature]
Notary Public

Notary Seal

