

When recorded, return to:

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Tomutac

Vision Community Management
16625 S. Desert Foothills Pkwy
Phoenix, AZ 85048

Attn: Veda Jones, Community Manager

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
VERITAS AT McCORMICK RANCH**

This Third Amendment to Declaration of Condominium and of Covenants, Conditions and Restrictions for Veritas at McCormick Ranch (the "Third Amendment") is made this 10th day of October, 2023, by the Veritas at McCormick Ranch Association.

RECITALS

Whereas, on October 24, 2007, a Declaration of Condominium and of Covenants, Conditions and Restrictions for Veritas at McCormick Ranch was recorded in the Maricopa County Recorder's Office at Instrument No. 20071152200 ("Declaration");

Whereas, on August 1, 2011, a Notice of Withdrawal of Property from Condominium was recorded in the Maricopa County Recorder's Office at Instrument No. 20110637653 ("First Amendment");

Whereas, on September 13, 2012, a Second Amendment to the Declaration of Condominium and of Covenants, Conditions and Restrictions for Veritas at McCormick Ranch was recorded in the Maricopa County Recorder's Office at Instrument No. 20120830317 (which was a re-recording of 2011-0638017);

Whereas, Article XVII, Section 17.4 (A) of the Declaration provides that the Declaration may be amended if approved by at least sixty-seven percent (67%) of the total votes held by Owners and shall be made only by an instrument in writing signed by the President and Secretary of the Association and recorded in the Official Records within thirty (30) days after adoption of the amendment.

Whereas the Declaration has been approved by at least sixty-seven percent (67%) of the total votes held by Owners via written consent.

Now, therefore, the Association hereby amends the Declaration as follows:

1. Article X, Section 10.17 of the Declaration is deleted in its entirety and now reads:

Working Capital Fund. To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser of a Unit shall pay to the Association, immediately upon becoming the Unit Owner of the Unit, a sum equal to 12 months of the Regular Annual Assessments for the Unit then in effect. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted hereunder or pursuant to the Articles or Bylaws. Payments made pursuant to this Section shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

2. Article XI, Section 11.3 of the Declaration is deleted in its entirety and now reads:

Insurance Obtained by Unit Owners/Non-Liability of Association. Notwithstanding the above, Unit Owners shall, at their expense, insure the interior portions of their Unit which shall include the interior unfinished surfaces of the exterior perimeter walls, middle of interior Unit demising walls, floor, ceilings, doors, and windows of the Unit, including the attached two-car garage and garage door, all as originally constructed and other interior surfaces as described in Article III, Section 3.2(A) herein and all improvements constructed therein. In addition, the Owners shall provide for such Owner's own benefit and at such Owner's own expense insurance covering such Owner's personal property and providing personal liability coverage. The Association is authorized, but not obligated, to demand proof of insurance. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees and agents, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire.

3. Except as identified, all other provisions of the Declaration shall remain in force and shall be unaffected by this Second Amendment.

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CERTIFICATION OF AMENDMENT

I Jeanne Ludwig, President of the Veritas at McCormick Ranch Condominium Association, hereby certify that the requirements of Article XVII, Section 17(A) of the Declaration have been satisfied upon recordation of this document.

Dated this 17th day of October, 2023.

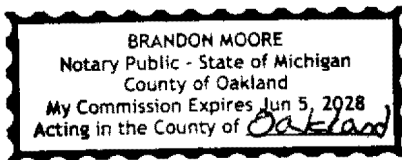
Veritas at McCormick Ranch Condominium Association

Jeanne Ludwig

President

State of ~~Arizona~~ Michigan)
) ss.
County of ~~Maricopa~~ Oakland)

On this 17 day of October, 2023, before me, the undersigned Notary Public appeared Jeanne Ludwig, the President of Veritas at McCormick Ranch Condominium Association, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he signed the same for the purposes therein contained.



Brandon Moore
Notary Public

My commission expires: 6/5/2028

Brandon Moore

