

GABRIELLA CÁZARES-KELLY, RECORDER  
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## NOTICE OF SCRIVENER'S ERROR

This Notice of Scrivener's Error is made as of the date set forth below, by the Haciendas del Conde Association, Inc., an Arizona nonprofit corporation ("Association"), through undersigned counsel.

### RECITALS

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Haciendas del Conde Association was recorded on January 25, 2017, at Sequence No. 20170110478 in the Official Records of Pima County ("Declaration").

B. The Declaration made several amendments to and otherwise entirely restated the Amended Declaration of Covenants, Conditions and Restrictions for Haciendas del Conde Association, recorded on April 6, 1989, at Docket 8310, page 1378 in the Official Records of Pima County, as previously amended ("Original Declaration").

C. The copy of the Declaration that was recorded inadvertently contained certain transcription errors in provisions that were intended only to restate, but not amend, the same provisions in the Original Declaration, in particular, references to the lot numbers of the lots to which those provisions apply.

D. This Notice of Scrivener's Error is being recorded to correct those errors and properly restate the provisions at issue.

E. The undersigned is the attorney for the Association and is authorized by the Association to execute and record this Notice of Scrivener's Error on its behalf.

**NOW, THEREFORE**, the Association, through undersigned counsel, records this Notice of Scrivener's Error to correct the inadvertent error in the above-described recorded written instrument, the Declaration, by correcting the references to the lot numbers in the following provisions, which are entirely restated below, with the corrections in bold and underlined.

Section 21(b) of the Declaration hereby correctly restates Section 21(b) of the Original Declaration as follows:

b. The Association shall be liable for and shall maintain, manage and provided for the safety and control of the common areas, sidewalks, walkways, private drives, together with any other areas which may be required by the Association and set aside for the use, enjoyment, or convenience of the lot owners. The Association shall also maintain the front yards and front yard landscaping for the townhouse lots 38 through 57 inclusive.

Section 21(d)(2) of the Declaration hereby correctly restates Section 21(d)(2) of the Original Declaration as follows:

2. In addition to all other charges provided for herein, the owner of each lot in townhouse area 3 and the owner of each of lots 26 through 37 inclusive, shall pay a pro rata share of the actual cost to the Association of all taxes, hazard insurance premiums, building insurance and repair, maintenance, safety and control of that certain private drive shown upon the recorded plat as Placita del Conde.

The following excerpt of Section 28 of the Declaration hereby correctly restates Section 27 of the Original Declaration as follows:

28. The Board of Directors, or its duly authorized agent, shall obtain insurance for all the common buildings and other insurable common areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all common areas. Premiums for such insurance shall be common expenses, but the Board of Directors may require each lot owners pro rate share of the premiums for this insurance be collected by any agent it designates including without limitation the carrier of any master policy of fire and casualty insurance for all or any portion of the lot owners. Such insurance coverage shall be written in the name of the Association. In the event of damage or destruction to any of the common area by fire or other casualty, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the common areas to as good condition as before the fire or other casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. Premiums applicable to common area 179 only shall be pro rata among the owners of lots in townhouse area 3 only. Premiums applicable only to



insurance on that private drive on the recorded plat as Placita del Conde shall be pro rated among the owners of lots in townhouse area 3 and the owners of lots 26 through 37 inclusive. Premiums for all other such insurance shall be common expenses to be borne by owners of all lots. In the event the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment. If additional funds are necessary to repair or rebuild any portion of common area 179, such special assessment shall be against all owners of lots in townhouse area 3 so as to make up any deficiency. If additional funds are necessary to repair or rebuild any portion of said Placita del Conde such special assessment shall be against all owners of lots in townhouse area 3 and lots 26 through 37 inclusive. Except as otherwise provided in this Paragraph 28, in the event the insurance proceeds are insufficient to pay all the said costs of repairing or rebuilding any of the common areas or improvements thereon, the Board of Directors shall levy a special assessment against all owners to make up any deficiency.

I, the undersigned, am the attorney for Haciendas del Conde Association, Inc. By my signature below, I affirm the foregoing is true and correct and the error in the above-described written instrument was innocent and unintentional. I am authorized to execute and record this Notice of Scrivener's Error on behalf of Haciendas del Conde Association, Inc. for the purpose set forth above.

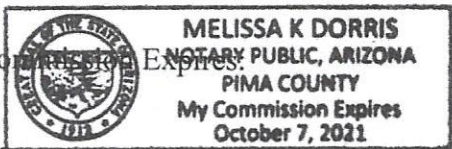
*Kaycee S. Wamsley*

Kaycee S. Wamsley, Esq.  
 Goodman Holmgren Smith  
 Attorney for Haciendas del Conde Association, Inc.

DATE: 8/12/2021

State of Arizona                    )  
   ) ss.  
 County of Pima                    )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 12<sup>th</sup> day of August, 2021, by Kaycee S. Wamsley, the attorney for Haciendas del Conde Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires:  My Commission Expires  
 October 7, 2021

*Melissa K Dorris*  
 Notary Public