

WHEN RECORDED, RETURN TO:

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**DECLARATION OF SCRIVENER'S ERROR
FOR LA CASA ROYALE IMPROVEMENT ASSOCIATION**

This Declaration of Scrivener's Error for La Casa Royale Improvement Association is made and executed as of this 27th day of December 2021 by the Jonathan Olcott, Esq.

BACKGROUND

A. The undersigned recorded the **AMENDED AND RESTATED LA CASA ROYALE COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS (CC&Rs)** on October 14, 2021 at **Document No. 2021-1105398**. This Declaration of Scrivener's Error applies to:

Lots One (1) to Sixty Four (64) inclusive and Tracts A,B,C,D,E,F,G,H and I of LA CASA ROYALE, being part of the Southwest quarter (SW 1/4) of the Southeaster quarter (SE 1/4) of the Southeast quarter (SE 2/4) of Section 7, Township 2 North, Range 3 East, of the G&SRB&M, per map recorded in Book 123, page 17 of Maps, in the office of the County Recorder of Maricopa County, Arizona;

B. The intention of the Declaration was to establish a 15-day grace period for paying assessments. There is a conflict in the recorded document. This Declaration of Scrivener's Error corrects the errors.

C. Capitalized terms used but not defined in this Rentals Amendment will be ascribed the meanings specified in the Declaration, or Arizona law.

IT IS HEREBY DECLARED:

Paragraph 5 shall read as follows:

5. Delinquency of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a delinquency charge of \$15 or ten percent (10%) of the monthly assessment (whichever is larger) shall be added, and the Association may bring an action at law against the Owner personally obligated to pay the same or place a lien against the Owner personally obligated to pay the same or place a lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of their lot.

Paragraph 19 shall read as follows:

19. Monthly Assessment: The record owner of each property or lot in La Casa Royale shall pay to the La Casa Royale Improvement Association within fifteen (15) days from the first (1st) of each month, a sum equal to the total of the following:

- 1) The pro-rata share of the actual cost to La Casa Royal Improvement Association of all maintenance, improvements and payment of taxes required herein
- 2) The pro-rata share of the actual cost to the La Casa Royal Improvement Association of recreational facilities as may be constructed and/or improved from time to time by said Association and
- 3) The pro-rata share of the cost as determined by the Board of Directors of La Casa Royal Improvement Association for the establishment and maintenance of a reserve for repair, maintenance, improvement and payment of taxes as required herein.

Notices for payment of any and all assessments may be posted monthly or at any other regular interval as may be fixed by the Board of Directors. In the event any such notice is not paid within fifteen (15) days from the due date, the amount shall become a lien upon the parcel or lots against which such assessment was levied. Such lien may be enforced and foreclosed as provided in the Articles of Incorporation of La Casa Royal Improvement Association. Such lien shall be foreclosed in the manner provided by statute for the foreclosure of material men's liens.

Notwithstanding any provisions contained to the contrary, the Association shall not impose a regular assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's assessment without the affirmative vote of fifty one percent (51%) of the members voting in person or by absentee ballot at a meeting called for such purpose.

