



WHEN RECORDED RETURN TO:

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**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOGOLLON RANCH**

THIS AMENDMENT is made to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mogollon Ranch.

WITNESSETH

WHEREAS, Mogollon Ranch Property Owners Association is an Arizona non-profit corporation and is the Association designated under the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in the office of the Coconino County Recorder at Instrument Number 3013222 on July 12, 1999 (hereafter "CC&Rs"); and

WHEREAS, the real property that is subject to the Declaration and all amendments thereto is as described as:

Lots 1 through 83, inclusive MOGOLLON RANCH Unit One, together with any easements serving same, according to the final plat of record in the Office of the Coconino County Recorder in Case 7 of Maps, pages 90, 90A, and 90B; and,

Lots 84 through 233, of Mogollon Ranch Unit Two, according to the map of record in the office of the Coconino County Recorder, in Case 7 of Maps, Pages 97, 97A through 97D.;

WHEREAS, the CC&Rs provide at Paragraph 8, Subsection D that the CC&Rs may be amended "subject to Declarant approval, during the period ending ten (10) years immediately following the date of the recording of this Declaration only by instrument executed by the Owners of at least seventy percent (70%) of the Lots . . ."

WHEREAS, the Association membership and the Declarant wish to amend the CC&Rs and have approved this amendment pursuant to Paragraph 8, Subsection D as evidence by the attached consents;

NOW, THEREFORE, the Association declares that the CC&Rs are hereby amended to make the following to which all of the real property described above is subject, is hereby amended and restated in the following manner:

Paragraph 7, Subsection C is amended and restated as follows:

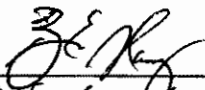
C. Liability for Expense, Performance of Obligations. The Association shall, through third party contractors, provide that each Well is maintained in good condition and repair at all times. Each Lot Owner shall be liable, whether or not actually using water, for the payment of an equal share of the Well Maintenance cost of all Wells within the Association. The Association shall have the right to create a reserve fund for the maintenance and repair of the Wells to defray future obligations. Well Maintenance costs shall be accounted for in and shall be part of the regular assessment.

A Lot Owner in default of his assessments by more than thirty (30) days loses the right to water and all rights appurtenant to his ownership with respect to water delivery. Such rights shall not be reinstated until payment of such delinquent assessment, together with interest, has been made upon and accepted by the Association. The Association may, in an individual case, for good cause shown, enlarge the time period to cure a delinquency.

Except as amended hereby, all other provisions of the CC&Rs shall continue in full force and effect. This Amendment shall be immediately effective on the date of its recordation in the office of the Coconino County Recorder.


IN WITNESS WHEREOF, the undersigned President of Mogollon Ranch Property Owners Association certifies that the Declarant and Owners of not less than seventy percent (70%) of the Lots in the Association have consented to this Amendment.

MOGOLLON RANCH PROPERTY OWNERS ASSOCIATION

By: 
Baron E. Glendon, Its President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19 day of September, 2005, by BALON E. GLASSCOU, President of Mogollon Ranch Property Owners Association, an Arizona nonprofit corporation, on behalf of the corporation.



Notary Public

