

F. ANN RODRIGUEZ, RECORDER  
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W  
FAST HORSE RANCH HOA  
PO BOX 984  
VAIL AZ 85641

AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
ASSESSMENTS, CHARGES, SERVITUDE, LIENS,  
RESERVATIONS, EASEMENTS AND BY-LAWS

A Declaration of Covenants, Conditions and restrictions (\*Declaration\*) was recorded on January 25, 2001 in Docket 11472 at Page 1479 in the office of the Pima County Recorder;

The Declarant and The Fast Horse Ranch Home Owners Association, an Arizona Non-Profit Corporation, representing the owners/members owning all of the real property described as:

Lots 1 through 114, and common area "A" of Fast Horse Ranch, as shown on the plat of record in book 54 of Maps and Plats at Page 44, Pima County Recorder.

The Declarant and Fast Horse Ranch Home Owners Association, as representative of the owners of all lots and common area "A", and upon an affirmative vote of those owners with a right to vote representing a 75% majority of those voting IAW Article III, Section 2 of amended CC&Rs, desires to amend this Declaration and related By-Laws as Follows:

Article III, Section 2a, add the following after (a) Architectural Control, retain remainder of Section.

(a) Architectural Control. The Architectural Committee shall consist of no less than three of the five- member Board and any other members deemed necessary and appropriate by the full board. The committee is charged with the responsibility to ensure provisions of the Architectural Guidelines and Design Requirements are complied with and to approve those provisions of architectural control delineated in Section 2, Para a and other guidelines contained in the CC&Rs and design Guidelines or amendments that may from time to time be adopted by the board.

FILED - 10/03/05



of political signs on residential property. If the city, town or county in which the property is located does not regulate the size and number of political signs on residential property, the association shall permit at least one political sign with the maximum dimensions of twenty-four inches by twenty-four inches on a member's property. For the purposes of this paragraph, "political sign" means a sign that attempts to influence the out come of an election, including supporting or opposing the recall of a public officer or supporting or opposing the circulation of a petition or a ballot measure, Question or proposition or the recall of a public officer.

Article III, Section 2(s) shall be deleted in its entirety and shall be replaced by the following:

(s) Vehicle Storage Boats, boat trailers, campers, recreational vehicles, motor homes, travel trailers, camp trailers, tents, work trailers, horse trailers or any such towed vehicles shall be stored on the rear ½ of each lot. No vehicle of any type, which is abandoned or inoperable, shall be stored or parked on any lot in such a manner as to be seen from any other lot or from any street within the property. All parking shall be limited to off-street parking on improved driveways or rear ½ of property not including the natural open space. No tractor-trailers are allowed to park within the property overnight. No commercial vehicle over seven (7) tons allowed to be parked on a lot except, while actively conducting business or for construction equipment while actively engaged in construction activity. No parking, storage or other use of identified natural open spaces is allowed on any lot.

Article III, Section 2(v) shall be deleted in its entirety and shall be replaced by the following:

(v) Right of Entry: During reasonable hours and upon reasonable notice to the owner or other occupant of a lot, any member of the Architectural Committee, any member of the Board, or any authorized representative of either of them, shall have the right to enter upon and inspect any lot, and the improvements thereon, except for the interior portions of any completed residence for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

For purposes of this Section, reasonable notice is hereby given that for purposes of inspection, the 10<sup>th</sup> through the 20<sup>th</sup> day of each odd month is set as dates for lot

inspection for Fast Horse Ranch, lots 1 through 56 and the 10<sup>th</sup> through the 20<sup>th</sup> day of each even month is set as dates for inspection for Fast Horse Ridge, lots 57 through 114. Receipt of notification of a violation will serve as notice of follow-up inspections as required to ensure violation is corrected in a timely manner IAW Article X, Section 3.

Article VI, Section 5 and Para 6.2 of the By-Laws shall be deleted in its entirety and shall be replaced with the following:

Section 5. Cumulative Voting for Board Members. In any election of the members of the board, every owner of a membership entitled to vote at such an election shall have the number of votes for each membership equal to the number of directors to be elected. Each member shall have the right to cumulate his votes for one candidate or to divide such votes among any number of the candidates. Election to the Board shall be by secret written ballot cast at the meeting, unless the number to be elected equals the number of candidates who are running for election. In which case, a motion to accept the candidates by acclamation may be made, seconded and approved by those in attendance. Tellers appointed from among the members will tabulate all ballots at the meeting. Mail in ballots or absentee ballots are not permitted. Members receiving the most votes shall be elected.

Article VI, Section 7 shall be deleted in its entirety and shall be replaced with the following:

Section 7. Transfer of Membership. Except as provided in Section seven of this article VI, the rights and obligations of the owner of a class A membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an owners lot except the appointment of another member or Board member as a proxy to vote IAW paragraph 4.5 of the by-laws. A transfer of ownership to a lot may be affected by deed, in testate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a lot shall operate to transfer membership appurtenant to said lot to the new owner thereof.

Article VI Section 8 shall be deleted in its entirety.

Article VII Section I of Amendment 1 add the following as the last paragraph

ARS 33-1803 A “.. Unless reserved to the members of the Association, the Board of

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Directors may impose reasonable charges for the late payment of *assessments*. A payment is deemed late if it is unpaid fifteen or more days after its due date, unless the community documents provide for a longer period. Charges for late payment of assessments are limited to the greater of fifteen dollars or ten percent of the amount of the unpaid assessment. Any monies paid by the member for an unpaid assessment shall be applied first to the principal amount unpaid and then to the interest accrued." A member shall be liable for all costs, including attorney's fees, which may be incurred by the association in collecting the same. The applicable interest rate on a delinquent Assessment shall be determined on a daily basis. The board may also record a notice of delinquent assessment against any lot as to which an assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's costs in recording such notice, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Association lien.

Article VII add the following as Section 12.

Section 12 IAW ARS 33-1803 B After notice and an opportunity to be heard, the Board of Directors may impose reasonable monetary *penalties* on a member for violations of the declaration, by-laws and rules of the association. Notwithstanding any provisions in the community documents, the Board of Directors shall not impose a charge for a late payment of a penalty that exceeds the greater of fifteen dollars or ten percent of the amount of the unpaid penalty. A payment is deemed late if it is unpaid fifteen or more days after its due date, unless the declaration, by-laws or rules of the association provide for a longer period. Any monies paid by a member for an unpaid penalty shall be applied first to the principal amount unpaid and then to the interest accrued. Notice pursuant to this subSection shall include information pertaining to the manner in which the penalty shall be enforced. The charges for late payment and penalties shall be enforceable in the same manner as unpaid assessments.

Article VI, Section 9, delete in its entirety.

Article XIV Miscellaneous, Section 5, change Maricopa to Pima.

By-Laws Article 8: Officers and their duties: Delete para 8.7 in its entirety.

This Amendment granted this 3 day of October, 2005.

By: [Signature]  
Robert Solfisburg, President  
Fast Horse Ranch Homeowners Association

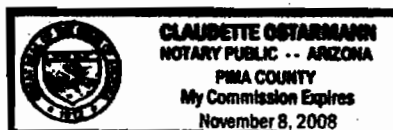
STATE OF ARIZONA            )  
  ) ss  
COUNTY OF PIMA            )

This instrument was acknowledged before me this 3rd day of October, 2005,  
by Claudette Ostermann, \_\_\_\_\_, for  
Fast Horse Ranch Homeowners Association.

Claudette Ostermann  
Notary Public

My Commission Expires:

11-8-2008



NOTARY PUBLIC