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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR MCCLELLAN MEADOWS**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR MCCLELLAN MEADOWS (the "First Amendment") is made as of this 5th day of October, 2018, by the McClellan Meadows Community Association, an Arizona non-profit corporation (the "Association").

RECITALS

WHEREAS, a Declaration of Covenants, Conditions, Restrictions, and Easements for McClellan Meadows was recorded on March 28, 2006, at Document No. 2006-043290 in the official records of the Pinal County Recorder (the "Declaration"); and

WHEREAS, pursuant to Article 9 of the Declaration, the Declaration may be amended by the written approval of Owners of not less than two-thirds (2/3) of the total votes in the Association. The consent of the Declarant is also required; and

WHEREAS, this First Amendment was approved by the written approval of Owners of not less than two-thirds (2/3) of the total votes in the Association, as well as the consent of the Declarant.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following section replaces in its entirety Article 3, Section 3.15:

Restrictions on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, the Developer or a Designated Builder, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner other than the Declarant, the Developer or a Designated Builder, without the prior written approval of the Board. No further covenants, conditions, restrictions or easements shall be Recorded by any Owner, Lessee, or other Person other than the

Declarant, the Developer or a Designated Builder against any part of the Property without the provisions thereof having been first approved in writing by the Board. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any Person other than the Declarant, the Developer or a Designated Builder unless the application has been approved by the Board and the proposed use otherwise complies with this Declaration.

2. The following section replaces in its entirety Article 3, Section 3.28:

Leasing of Residential Units. No Owner may lease less than his entire Residential Unit. No Residential Unit shall be leased or rented or advertised for rent for an initial term of less than thirty (30) days. No Residential Unit may be used for vacation rentals or timeshare purposes. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Association Rules. The lease must set forth that any violation of this Declaration or the Association Rules by the lessee or the other occupants shall be a default under the lease. There shall be no subleasing of Residential Units or assignments of leases.

At least ten (10) days before the commencement of the lease term, the Owner shall provide the Association with all information requested by the Association, unless prohibited under Arizona law. At least ten (10) days before commencement of the lease term, the Owner, even in the absence of a request or tenant registration form that may be utilized by the Association, shall provide the Association with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the lessees and each other adult person who will reside at the Residential Unit during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (iv) a description and license plate numbers of the lessees' vehicles. Any Owner who leases his Residential Unit must provide the lessee with copies of this Declaration and the Association Rules.

The Owner shall be liable for any violation of this Declaration or the Association Rules by the lessees or other persons residing at the Residential Unit and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations or, if demanded by the Association, immediately take all necessary action (including, but not limited to, legal action) to remove from the Residential Unit the lessees and all other persons residing at the Residential Unit pursuant to the lease. The Association reserves the right to charge a fee of not more than \$25.00, or such higher amount as may be allowed by law, for each new tenancy (but not continuations or renewals of existing tenancies). Subject to the provisions of this Declaration, the Association shall be entitled to adopt, amend and repeal rules governing the leasing of Residential Units.

3. The following section replaces in its entirety Article 5, Section 5.7.1.2:

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the earliest of (i) the date on which the votes entitled to be cast by the Class A Members other than Designated Builders equals or exceeds the votes entitled to be cast

by the votes of the Class B Member; or (ii) when the Developer notifies the Association in writing that it relinquishes its Class B Membership.

4. The following section replaces in its entirety Article 5, Section 5.10:

Architectural Committee. The Association shall have an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall consist of such number of regular members and alternate members as may be designated by the Board. So long as the Declarant is a Member of the Association, the Declarant shall have the sole right to appoint and remove the members of the Architectural Committee. At such time as the Declarant no longer is a Member of the Association, the members of the Architectural Committee shall be appointed by the Board. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Architectural Committee, and in that event the Declarant may require, for so long as the Declarant is a Member of the Association, that specified actions of the Architectural Committee, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Architectural Committee may adopt, amend and repeal architectural guidelines, standards and procedures to be used in rendering its decisions. Such guidelines, standards and procedures may include, without limitation, provisions regarding: (i) the size of Residential Units; (ii) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (iii) placement of Residential Units and other buildings; (iv) driveway alignments for Residential Units; (v) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants; (vi) requirements concerning exterior color schemes, exterior finishes and materials; (vii) signage; and (viii) perimeter and screen wall design and appearance. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Design Guidelines may contain general provisions which are applicable to all of the Neighborhoods within the Project as well as provisions which vary from one Neighborhood to another depending upon the location, unique characteristics and intended use thereof. The Architectural Committee may establish one or more subcommittees consisting of one or more members of the Architectural Committee and may delegate to such subcommittee or subcommittees the authority and power of the Architectural Committee to approve or disapprove the construction, installation or alteration of Improvements within a specified Neighborhood, or the Architectural Committee may delegate such authority to the property manager approved and hired by the Board.

5. Article 6, Section 6.2.3, and subsections 6.2.3.1, 6.2.3.2, and 6.2.3.3 are removed and replaced in its entirety with the following language created a new Article 6, Section 6.2.3:

For each Assessment Period, the Association shall assess an Annual Assessment against each Lot in an amount to be determined by the Board. The Association shall not levy an Annual Assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's Annual Assessment without the approval of a majority of the Members of the Association.

6. The following section replaces in its entirety Article 6, Section 6.14:

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 Lot shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to one-third (1/3) of the then current Annual Assessment attributable to the Lot, or other such amount as may be established from time to time by the Board. 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 under the Project Documents. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this First Amendment and the Declaration, this First Amendment shall prevail. All terms not defined in this First Amendment shall have the same definition assigned to them in the Declaration.

DECLARANT AND DEVELOPER

IN WITNESS WHEREOF, Landsmith Appreciation Fund, LLC, a California limited liability company, the Declarant and Developer of the McClellan Meadows Community Association an Arizona non-profit corporation, has executed this First Amendment as of the day and year first above written:

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Pinal)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this _____ day of _____, 20____, by _____, the Declarant and Developer of the McClellan Meadows Community Association, an Arizona non-profit corporation.

My Commission Expires: _____

see attached

Notary Public

SECRETARY'S ATTESTATION

I, JAMES BREITENSTEIN, being the duly elected Secretary of the McClellan Meadows Community Association hereby attest that the foregoing First Amendment was approved by the written approval of Owners of not less than two-thirds (2/3) of the total votes in the Association, as well as the Declarant.

By: _____
Its: Secretary

State of Arizona)
) ss.
County of Pinal)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this _____ day of _____, 20__, by _____, the Secretary of the McClellan Meadows Community Association an Arizona nonprofit corporation, for and on behalf of the corporation.

Notary Public

My Commission Expires:

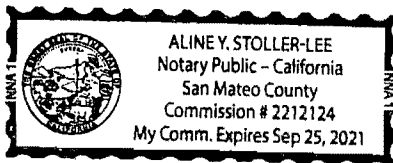
see attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN MATEO)

On this 9th day of October, 2018, before me Aline Y. Stoller-Lee, Notary Public, personally appeared James L. Breitenstein, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Aline Y. Stoller-Lee
Notary Public for the State of California
My Commission Expires: September 25, 2021

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