



CANDACE OWENS
 COCONINO COUNTY RECORDER
 OFFICIAL RECORDS OF
 COCONINO COUNTY

INST: 97-32471 FEE:\$ 15.00
 AT THE REQUEST OF:
 FIRST AMERICAN TITLE
 DATE: 11/12/1997 TIME: 11:14
 DKT: 2041 PG: 001 PAGES: 011

WHEN RECORDED RETURN TO:

Diamond 7 Ranch
 @ Curt Davis
 3140 W Ironwood Circle
 Chandler Az 85226

**AMENDMENT TO ROAD EASEMENT
 MAINTENANCE OBLIGATION**

THIS AMENDMENT is made this 3rd day of October, 1997 to amend and supplement the Road Easement Maintenance Obligation ("REMO") executed on October 8, 1997 and recorded on October 11, 1997, at Docket 2034, Pages 391, in the official Records of the Coconino County Recorder.

This Amendment is intended to amend the REMO as originally submitted and approved by the Arizona State Land Department to conform to the final requirements of the road system to be maintained and the final configuration of that system. This Amendment is also intended to clarify and supplement the terms and conditions of the REMO and to that end the parties agree as follows:

1. State Land. To amend and clarify the scope of the land that comes under the REMO, Exhibit "C" of the REMO is hereby amended by replacing the Exhibit "C" originally filed with the REMO by the roadway system map attached hereto and marked Exhibit "C" of Westwood Ranches Phase VI. (the "New Exhibit C"). The New Exhibit C not only correctly identifies the location of the roadway system as finally determined after survey, but adds to the original roadway

subject to the REMO the real property described in State Land Department Rights-of-Ways No. 16-101068 and No. 16-101069, which roadways are hereby made a part of the roadways which are the responsibility of the Westwood Ranches Phase VI Owners Road Maintenance Association, Inc. (the "Association") to maintain pursuant to the terms of the REMO and the respective State Land Department Right-of-Way grants. The legal description for the State lands which are part of the roadway system are attached hereto as Exhibit "A" to this Amendment and supplement the legal description set forth in the State land grants of right-of-way in the REMO and as above set forth.

The parties hereto further agree that if and when a State Right-of-Way is obtained over and through Section 36, Township 24 North, Range 4 West, in the form of a twenty (20) foot right-of-way for roadway purposes, such road within such right-of-way shall become a part of the roadway system to be maintained by the Association under the REMO.

2. Private Lands. There has been created an encumbrance against Section 1 and the North One-Half (N½) of Section 12 in Township 23 North, Range 4 West, in the form of a sixty (60) foot right-of-way for roadway purposes as shown on the New Exhibit C. Pursuant to an easement recorded September 22, 1997, in Docket 2024, Page 041, in the Official Records of the Coconino County Recorder, an added section of road to be maintained under the REMO has been granted. The parties hereto agree that these roadways over the private lands herein described shall be part of the roadway system to be maintained by the Association.

3. Effected Property. With the addition of roadway over additional state and private land to be maintained by the Association pursuant to the REMO, and with the change of the

roadway system to be maintained by the Association as reflected on the New Exhibit C, as a clarification, it is hereby agreed that the Association will maintain the roadway system set forth in the New Exhibit C which shall include all of the real property described as Exhibit "A" Property and Exhibit "B" Property in the REMO, the land described in State Land Right-of-Ways No. 16-101068 and No. 16-101069, the easements granted over the private land described in the Declaration of Easement dated August 28, 1997, recorded September 22, 1997, in Docket 2024, Page 041, in the Coconino County Recorder's records, the easement for road purposes over the private lands known as Section 1, and the North One-Half (N½) of Section 12 in Township 23 North, Range 4 West, as shown on New Exhibit C, and when and if granted, the easement for road purposes granted by the State Land Department over Section 36, Township 24 North, Range 4 West. The road maintenance obligation to run with the land and remain an obligation of the Owners of the Westwood Ranches Phase VI property (subject to expansion through annexation) through the Association until the roadways are assigned, dedicated and accepted for maintenance by the appropriate governmental agency having jurisdiction thereof upon request of said governmental agency.

4. Annual Assessments. It is hereby agreed to delete Paragraph 6 of the REMO in its entirety and in its place insert the following language:

Annual Assessment. The initial annual assessment to each parcel for the Association

expenses shall be \$ 120.00 to be paid in full at closing and before April 30 of each subsequent year. The annual assessment may be increased without membership approval, but such increase shall not exceed ten per cent (10%) per year. Any other increase shall require approval by majority vote of the members at the annual members meeting or a special meeting of members called for that purpose pursuant to the Bylaws of the Association. The annual assessment shall be a lien upon an owner's land, as well as a personal obligation. In the event an owner fails to timely pay his assessment, the Association may institute proceedings to recover a judgment against the Owner personally for the amount owed, plus all expenses, costs and reasonable attorneys' fees to bring the action and/or collect the amount due. Such an action shall not prevent the Association from foreclosing its lien pursuant to law.

5. Cost Sharing and Maintenance. It is agreed that Paragraph 2 of the REMO shall be deleted in its entirety and in its place and stead there shall be inserted the following language:

Cost Sharing and Management. The cost of the maintenance and repair of the right-of-ways shall be shared pro rata by all Owners of the Exhibit "A" Property based upon the number of parcels owned by each Owner to the total number of parcels in the Association. In the event an Owner sells all or a part of his land to another, the Association shall be immediately notified of the new Owner and the acreage sold. Until such notice the old Owner shall be responsible for the assessments. The management and collection of the right-of-way maintenance and repair cost shall be managed by the Westwood Ranches Phase VI Owners Road Maintenance Association ("Association"), a non-profit corporation. The Association documents will provide that until eighty per cent (80%) of the Exhibit "A" Property is sold by the Declarant to others, no action by the Association shall be taken without the express written consent of the Declarant.

6. Annexation. The parties hereto intend that other roadways over State of Arizona land or private land will from time to time be made subject to the REMO and that the parcel owners of subsequent phases will be members of the Association. Additional

roadways and parcel owners of additional phases may be annexed to the Association and be bound by the terms of the REMO upon affirmative vote of sixty percent (60%) of the Association members and sixty percent (60%) of the parcel owners in the phase who would become members of the Association and subject to the provisions of the REMO. Upon such an affirmative vote, the Association shall record a Declaration of Annexation to the REMO setting forth the additional parcels or parcel owners who are subject to the REMO and the additional roadways that are to be maintained pursuant to the terms of the REMO. Upon such annexation the Association shall within a reasonable time adopt a new budget and notify the members of any change in the assessment provided for in the REMO.

7. Change in Member Assessment Under the REMO. Notwithstanding any other provision set forth herein or in the REMO, in the event of an annexation which after budget considerations and the additional number of members to be assessed, changes the assessment to an amount greater than allowed under the provisions of the REMO, the newly determined assessment may be adopted and charged to the members, and this charge shall not be deemed to be in violation of the existing REMO provision.

8. Except as set forth herein, all of the terms and conditions of the REMO shall remain in full force and effect. In the event of a conflict between the terms or effect of the provisions of this Amendment and the provisions of the REMO, the provisions of this Amendment shall control.

9. Each Owner by acceptance of their deed agrees to be bound by the Road Easement Maintenance Obligation pursuant to the terms thereof and as may be amended. This document shall be recorded with the Coconino County, Arizona Recorder.

Dated as of the year, month and day first above written.

DIAMOND 7 RANCH, L.L.C., an Arizona Limited Liability Company,

WESTWOOD RANCHES PHASE VI OWNERS ROAD MAINTENANCE ASSOCIATION, INC., an Arizona non-profit corporation,

By: The Chino Valley Land & Cattle Co., Inc., an Arizona corporation, Its Manager,

By: Merwyn C. Davis
Merwyn C. Davis
Its: Secretary

By: Merwyn C. Davis
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Its: Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of October, 1997, before me, a Notary Public, personally appeared Merwyn C. Davis, who acknowledged himself to be the Secretary of The Chino Valley Land & Cattle Co., Inc., an Arizona corporation, the Manager of Diamond 7 Ranch, L.L.C., and that he, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Manager corporation by himself as Secretary.

In witness whereof I hereunto set my hand and official seal.

Shirley L. Hunt
Notary Public

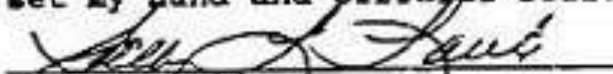
My Commission Expires:

1-20-2000

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of October, 1997, before me, a Notary Public, personally appeared Merwyn C. Davis, who acknowledged himself to be the Secretary of Westwood Ranches Phase VI Owners Road Maintenance Association, Inc., an Arizona non-profit corporation, and that he, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My Commission Expires:
1-21-2000

[Notary Public Seal/Signature Area]

EXHIBIT " A "

**Westwood Ranches Phase VI Road Easement Maintenance Obligation
Easements over State Land**

Parcel 1

Through the North Half of the North Half of GLO 4 Section 6 T23N, R3W, Coconino County being 1.24 acres and abutting the north Line of Said Section. (1.24 acres)

Parcel 2

The the South 60 feet of the East 60 feet of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 4 ,T24N, R.3 W. Coconino County. (.08 acres)

Parcel 3

The the North 60 feet of the East 60 feet and the South 60 feet of the East 60 Feet of Section 8 T.24 N., R.3 W. Coconino County (.17 acres)

Parcel 4

The North 60 feet of the East 60 feet and the South 60 feet of the East 60 feet of Section 16 T.24 N., R. 3 W. Coconino County. (.17 acres)

Parcel 5

The North 60 feet of the West 60 feet of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 20, T 24 N., R. 3 W., Coconino County. (.08 acres)

Parcel 6

Through the Northwest quarter and through the West one-half of the Northeast quarter of Section 28 T.24 N.,R. 3 W., Coconino County (3.19 acres)

Parcel 7

The North 60 feet of the West 60 feet, and the South 60 feet of the West 60 feet of Section 30, T. 24 N., R.3 W., Coconino County. (.17 acres)

Parcel 8

The South 60 feet of the West 1500 feet of the South-West Quarter, and Metes and Bounds through the South one-half of Section 32 T. 24 N.,R. 3 W. Coconino County. (4.28 acres)

Parcel 9

The North 60 feet of the West 60 feet of the Northwest quarter of the Northwest Quarter of the Northwest quarter of Section 36, T.24 N., R. 4 W. Coconino County. (.08 acres)

Parcel 10

20 feet wide Metes and Bounds through the North one-half of Section 14, T 23 N R 4 W
Coconino County. (2.43 acres)

Parcel 11

20 feet wide metes and bounds through the Southeast quarter of Section 12 T 23 N, R 4 W,
Coconino County.

