

48

When Recorded Return to:  
Kelley Moss PLLC  
2031 Highway 95  
Bullhead City, AZ 86442

  
**FEE# 2014009488**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
CAROL MEIER,  
COUNTY RECORDER



03/05/2014 03:31 PM Fee: \$10.00

PAGE: 1 of 4

**FIRST AMENDMENT TO  
FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
GOLDEN HORSESHOE RANCHO UNIT II, a/k/a  
WHITE HILLS EQUESTRIAN ESTATES  
RECORDED AT FEE NO. 2000033231,  
OFFICIAL RECORDS OF MOHAVE COUNTY ARIZONA**

This First Amendment to First Amended Declaration of Covenants, Conditions and Restrictions for Golden Horseshoe Rancho Unit II, a/k/a White Hills Equestrian Estates is executed this last date set forth herein to amend Section 1 as more specifically set forth herein.

**RECITALS:**

A. First American Title Insurance Company, a California corporation, as Trustee under Trust No. 8236, and not in its corporate capacity, with GHR Development, Inc., an Arizona corporation, as the beneficiary of the Trust, as "Declarant", executed and recorded that certain First Amended Declaration of Covenants, Conditions and Restrictions for Golden Horseshoe Rancho Unit II, a/k/a White Hills Equestrian Estates, recorded at Fee No. 2000033231, Official Records of Mohave County, Arizona, encumbering Lots 1 through 540, inclusive, of Golden Horseshoe Rancho Unit 2, according to the plat of record therefore in the office of the Mohave County Recorder ("First Amended Declaration").

B. Said First Amended Declaration at Section 12 expressly states that the restrictions may be amended or revoked by fifty percent (50%) of the lot owners with one voter per lot owned.

C. Two hundred eighty-six owners voted in favor of amending the First Amended Declaration to restrict the age of manufactured homes which may be placed on a lot in Golden Horseshoe Rancho Unit II.

**AGREEMENT:**

NOW, THEREFORE, the Association hereby executes this First Amendment to First Amended Declaration as more particularly set forth below:

Section 1 Private Residential Purposes is amended and restated in its entirety to read as follows:

1. PRIVATE RESIDENTIAL PURPOSES. All lots shall be zoned single family residential, one home per acre, will be occupied and used solely as a private residence for a single family by the owner, their family, tenants, and social guests, and for no other purpose. The planning and zoning laws of Mohave County will be strictly enforced. Permits must be obtained prior to any improvement on any lot. Permits and copies of the zoning laws and definitions are available at the office of the Mohave County planning and zoning department in Kingman, Arizona.

Except for any construction undertaken by Declarant or Declarant's agents, there will be no construction or alteration of a single family dwelling unless such single family dwelling meets the definition of a "manufactured home" pursuant to the Mohave County zoning regulations or as a "stick-built" home erected on the lot and shall be minimum of 600 square feet. No home may be moved or built on any lot unless it has been inspected and/or plans have been approved by a representative of Declarant or a member of the Board of Directors to be appointed by the G.H.R. Landowners Association. No manufactured home shall be moved, placed or erected on any lot unless its manufacture date is within five (5) years of the date reviewed by G.H.R. Landowner Association. In the event the Board or Declarant fails to approve or disapprove the design and location of the improvement within forty-five (45) days after all supporting plans and specifications requested by the Board have been submitted for its approval, will automatically be deemed as given.

Modification of dwelling or Lot: No owner shall alter, add additions, or modify the dwelling or Lot (including fencing) in any manner whatsoever without first obtaining the written approval of the Board.

Septic System: No lot shall be used or occupied as a place of residence whether temporary or permanent until a septic has been installed and the Mohave County Health Department has inspected it and approved it. Dwelling shall include water flush toilets in all bathrooms, toilets and sanitary conveniences shall be inside the dwelling and connected to the septic system.

Recreational vehicles: Recreational vehicles, motor home, travel trailer, tent, trailer, camper shell, detached camper boat, boat trailer, or other similar equipment or vehicle may be parked or kept on any lot so long as it is attractive to neighboring property and must be approved by the Board.

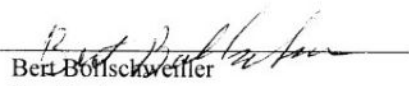
Building site: A building site shall consist of at least one (1) acre lot as platted. No lot shall be further subdivided or separated into smaller lots by any owner other than Declarant and no portion less than all of any such lot shall be conveyed or transferred by any owner other than Declarant, without the prior written approval of the Board.

All other terms and conditions of the First Amended Declaration of Covenants, Conditions and Restrictions remain in full force and effect without change.

The President of the Association of G.H.R. Landowners Association Unit II Water Cooperative, Inc., hereby certifies that the First Amendment to the First Amended Declaration was approved by two hundred eighty-six owners affirmatively consenting to and voting for the amendment. In addition, the owner of each lot granted a special power of attorney to the President of the Association to execute this First Amendment to First Amended Declaration.

Dated this 27<sup>th</sup> day of FEBRUARY, 2014

G.H.R. LANDOWNERS ASSOCIATION  
UNIT II WATER COOPERATIVE, INC.


By:   
By: Bert Bofschweffler  
Its President

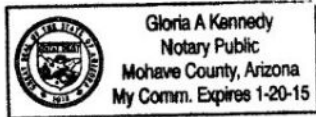
STATE OF ARIZONA )  
 ) SS  
COUNTY OF MOHAVE )

On this the 27<sup>th</sup> day of FEBRUARY, 2014, before me the undersigned, personally appeared Bert Bollschweiller, who acknowledged himself to be the President of G.H.R. Landowners Association Unit II Water Cooperative, Inc., an Arizona nonprofit corporation and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

  
Notary Public



1E

When recorded, return to:

Golden Horseshoe Ranchos, Unit 2  
%D&E Management  
3900 Frontage Rd., Ste. 2  
Bullhead City, AZ 86442

  
**FEE# 2014032742**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
CAROL MEIER  
COUNTY RECORDER



07/28/2014 03:22 PM Fee: \$10.00

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NOTICE  
OF COMMUNITY ASSOCIATION

Pursuant to A.R.S. §33-1256(J) or 33-1807(J), notice is hereby given of the following information:

1. Legal/Corporate Name of Association:  
G.H.R. Landowners Association, Unit II, Water Cooperative
2. Trade or a.k.a. Name of Association: G.H.R. Landsowners Associaiton, Inc. Unit 2
3. Management Agent: D & E Management
4. Association address: 3900 Frontage Rd., Ste. 2  
Bullhead City, AZ 86442
5. Association telephone number: (928) 758-9999
6. Name of Community/Subdivision/Condominium:  
Golden Horseshoe Ranchos, Unit 2
7. Declaration recording Information:  
Date: 06-16-2000 Recording Fee Number: 2000033231

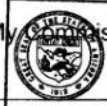
To the best of my knowledge, I believe the above information is correct.

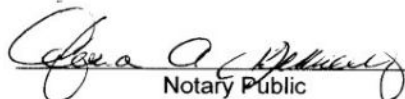
  
D. Griffith-Ferreira

STATE OF ARIZONA

County of Mohave

ACKNOWLEDGED before me this 17th date of July, 2014 by  
D. Griffith-Ferreira, Management Agent of the Association.

My Commission Expires  
  
Gloria A. Kennedy  
Notary Public  
Mohave County, Arizona  
My Comm. Expires 1-20-15

  
Notary Public