



When recorded mail to:

Spring Flower Ranch Homeowners Association
c/o HOAMCO
523 N. Beaver Street
Flagstaff, AZ 86001

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING FLOWER RANCH ("First Amendment") is adopted effective as of the date of its recording in the official records of Coconino County, Arizona.

WITNESSETH

WHEREAS, SFR Investors, LLC, an Arizona limited liability company (the "Declarant"), recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Flower Ranch (the "Declaration") on June 30, 2017, Instrument No. 3788885, Official Records, Coconino County, Arizona Recorder subjecting the real property located in Coconino County, Arizona (hereinafter, the "Property" or the "Project"), to the covenants, conditions and restrictions set forth therein.

WHEREAS, pursuant to Article 10, Section 10.3(a) of the Declaration, the Declaration may be amended by the affirmative vote of Owners holding not less than two-thirds (2/3) of the votes in the Association.

WHEREAS, Owners holding not less than two-thirds (2/3) of the votes in the Association have returned signed Written Consents to the Spring Flower Ranch Homeowners Association (the "Association") approving this First Amendment and the amendments to the Declaration set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows in accordance with Article 10, Section 10.3(a) of the Declaration and A.R.S. § 33-1817(A)(1).



1. Article 4, Sections 4.11(a) and 4.11(f) of the Declaration are hereby amended as follows:

4.11 Vehicles and Parking.

(a) No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment or vehicle may be parked, kept or stored on the Association Maintained Property. Except as permitted by this Section, no mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment may be parked, kept or stored on any Lot so as to be Visible From Neighboring Property.

...

(f) Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be parked in the driveway on a Lot for the purpose of loading or unloading, subject to such limitations as may be established by the Board. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be stored elsewhere on a Lot, regardless of whether or not the recreational vehicle, motor home or similar vehicle is Visible from Neighboring Property, provided the recreational vehicle, motor home or similar vehicle is operational, in good condition and repair, and free from damage or other unsightly blemishes. The Board, in its sole discretion, reserves the right to determine whether any particular recreational vehicle, motor home or similar vehicle does or does not meet the foregoing requirements. The Association is expressly authorized to adopt additional rules and regulations relating to the storage of recreational vehicles, motor homes and other similar vehicles on Lots.

2. Article 4, Section 4.3(a) of the Declaration is hereby amended as follows:

4.3 Nuisances; Construction Activities.

(a) No rubbish or debris of any kind shall be placed or permitted to accumulate on any Lot or other property, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property. No condition shall be permitted to exist or operate upon any Lot or other property so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents. No burning shall be permitted on any lot, and no incinerators or like equipment shall be placed, allowed or maintained upon any lot; provided, however, that the use of outdoor barbeques or grills in customary fashion, is permitted, unless such use is prevented or restricted by fire protection rules and regulations of any applicable governmental authority. All fireplace chimneys and outlets from stoves, heating appliances, and outside fire boxes must be protected from flying sparks by the use of approved spark arrestors. Open fires are permitted within a fire barrier fully surrounding the fire. Fire pits, fire barriers or other Improvements intended for use with an open fire and that are Visible from Neighboring Property may be installed, constructed, or maintained on a Lot with the prior written approval of the Design Review Committee. Any Person with an open fire on a Lot must ensure compliance with all State and County laws,



ordinances, rules and regulations. The Association is expressly authorized to adopt additional rules and regulations relating to open fires on a Lot.

3. Article 4, Section 4.7 of the Declaration is hereby amended to add a new Subsection (d) as follows:

4.7 Animals.

(d) Notwithstanding the restriction against poultry in Subsection (a) above, no more than a maximum of twelve (12) female chickens may be kept or maintained on a Lot for purposes of the non-commercial production of eggs, feathers or meat. For purposes of this Subsection (d), non-commercial production means production for the use and consumption of the residents of the Lot only. Roosters are expressly prohibited. A chicken coop or other chicken enclosure Visible from Neighboring Property may be installed, constructed, and maintained on a Lot with the prior written approval of the Design Review Committee. All other provisions of this Section 4.3 apply with respect to chickens permitted under this Subsection (d). The Association is expressly authorized to adopt additional rules and regulations relating to maintaining chickens on a Lot.

4. Except as specifically modified by this First Amendment, the Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this First Amendment and the Declaration, the terms of this First Amendment shall control.

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**CERTIFICATION OF APPROVAL
OF
FIRST AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SPRING FLOWER RANCH**

The undersigned executes this Certification of the attached First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Spring Flower Ranch (the "First Amendment") for the purpose of certifying that Owners holding not less than two-thirds (2/3) of the total votes in the Spring Flower Ranch Homeowners Association have returned signed Written Consents to the Spring Flower Ranch Homeowners Association approving the First Amendment and the amendments to the Declaration set forth therein in accordance with Section 10.3(a) of Article 10 of the Declaration and A.R.S. § 33-1817(A)(1). Unless otherwise defined herein, the capitalized terms used in this Certification have the meanings as defined in the Declaration.

Spring Flower Ranch Homeowners Association, an Arizona nonprofit corporation

By: Twila Maughan

Name: Twila Maughan
President, Board of Directors

Dated: 3/21/2023

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

The foregoing instrument was acknowledged before me this 21 day of March, 2023 by Twila Maughan, the President of Spring Flower Ranch Homeowners Association, an Arizona nonprofit corporation, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said association.

Witness my hand and official seal

Savannah Howard
NOTARY PUBLIC

My Commission will expire Dec 6, 2026

