



WHEN RECORDED RETURN TO:  
Fennemore Craig PC  
3003 North Central Avenue, Suite 2600  
Phoenix, Arizona 85012  
Att. Mark Nesvig



**SIXTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CHAPARRAL PINES**

This Sixth Amendment ("Amendment") is made as of this 26<sup>th</sup> day of October, 2010, by Chaparral Pines Investors L.L.C., an Arizona limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, on February 27, 1996, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Chaparral Pines as Instrument Numbers 96-0002772 and 96-003884, et. seq., in the Official Records of the Gila County, Arizona Recorder's Office (as may be amended from time to time, the "Declaration"); and

WHEREAS, on January 14, 2000, Declarant recorded that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Chaparral Pines as Instrument Number 2000-649, in the Official Records of the Gila County, Arizona Recorder's Office; and

WHEREAS, on March 29, 2001, Declarant recorded that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Chaparral Pines as Instrument Number 2000-4410, in the Official Records of the Gila County, Arizona Recorder's Office; and

WHEREAS, on June 27, 2001, Declarant recorded that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Chaparral Pines as Instrument Number 2001-9536, in the Official Records of the Gila County, Arizona Recorder's Office; and

WHEREAS, on January 23, 2003, Declarant and the Chaparral Pines Community Association recorded that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Chaparral Pines as Instrument Number 2003-001198, in the Official Records of the Gila County, Arizona Recorder's Office; and

WHEREAS, on May 15, 2008, Declarant recorded that certain Termination of Builder Guild Program for Chaparral Pines as Instrument Number 2008-006817, in the Official Records of the Gila County, Arizona Recorder's Office; and

WHEREAS, on March 17, 2009, Declarant recorded that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Chaparral Pines as Instrument Number 2009-003226, in the Official Records of the Gila County, Arizona Recorder's Office;

WHEREAS, pursuant to Section 16.2 of the Declaration, Declarant unilaterally may amend the Declaration for any purpose until termination of the Class "B" Membership; and

WHEREAS, the Class "B" Membership has not terminated;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby declares as follows:

1. The recitals set forth above are true, correct and incorporated hereby by reference. In the event of any conflict between the terms and provisions of this Amendment and the Declaration, then the terms and provisions of this Amendment shall control. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Declaration.
2. The Declaration is hereby amended by deleting Section 2.4 in its entirety and replacing it with the following:

2.4 Golf Club at Chaparral Pines. Every Owner shall be extended a Trailhead Membership in the Golf Club at Chaparral Pines ("Club"). Membership in the Club is subject to the terms of the Membership Plan for the Golf Club at Chaparral Pines ("Membership Plan"), including the provisions regarding suspension and expulsion from the Club, payment of membership dues and fees and the Club's rules and policies.

By virtue of taking title to a Unit, each Owner agrees, on behalf of itself, its heirs, personal representatives, and successors-in-title to the Unit, to pay periodic Trailhead Membership dues and fees (collectively "Club Dues and Fees") to the owner of the Club facilities ("Club Owner") regardless of such Owner's use or nonuse of the Club's facilities and to comply with the terms of the Membership Plan as long as such Owner owns property in Chaparral Pines. Each Owner's Trailhead Membership in the Club shall be effective immediately upon taking title to a Unit and shall continue so long as such Owner owns real property in Chaparral Pines, subject to all of the provisions of the Membership Plan.

Neither Owners nor any other Persons, by virtue of membership in the Club, acquire any ownership interest, beneficial interest, or other vested interest whatsoever in the Club, but only the privilege of using and enjoying the Club's facilities in accordance with the Membership Plan and any rules for the Club, which are subject to change from time to time.

The obligation to pay the applicable Club Dues and Fees to the Club Owner and the benefits of Trailhead Membership in the Club shall run with the title to the Unit and shall be binding on all subsequent Owners of the Unit.



In the event that any Owner owes to the Club Owner any Club Dues and Fees that are 90 or more days past due, the Association shall be obligated to make a good faith, commercially reasonable effort to collect such unpaid Club Dues and Fees from such Owner and pay the amount of Club Dues and Fees actually collected to the Club Owner, subject to the following terms and conditions. Upon written request from the Club Owner to the Board of Directors of the Association regarding an Owner's delinquent Club Dues and Fees, the Association shall levy a Specific Assessment against such Owner in accordance with Section 7.7 hereof for the unpaid Club Dues and Fees, together with interest, late charges (subject to the limitations of Arizona law), and costs of collection (including without limitation, court costs, attorneys' fees, lien fees and administrative costs) and shall make commercially reasonable efforts to collect such unpaid Club Dues and Fees from the Owner, including the foreclosure of a lien against the Owner's Unit in accordance with Section 7.9 hereof, and the Association shall pay such amounts to the Club Owner when collected. As a general rule, the Association's obligation to make commercially reasonable efforts to collect delinquent Club Dues and Fees would be satisfied if the Association makes the same efforts and uses the same procedures to collect Club Dues and Fees that the Association uses to collect its own delinquent Assessments from Owners. The Association shall not be required to pay such unpaid and uncollected Club Dues and Fees to the Club Owner; provided, however, that the Association shall levy a Specific Assessment against such Owner and shall make commercially reasonable efforts to collect the unpaid Club Dues and Fees from the Owner for the benefit of the Club Owner. In the event that the Association, after commercially reasonable efforts, is only able to collect a portion of the amount of the Club Dues and Fees owed to the Club Owner, the Association will pay the amount collected from the Owner to the Club Owner (subject to the terms of the following paragraphs) and the Association shall not have any obligation to pay the uncollected balance to the Club Owner.

If the Owner owed both unpaid Club Dues and Fees to the Club Owner and other unpaid Assessments to the Association and after commercially reasonable efforts, the Association is only able to collect a portion of the total amounts owed to both parties, the total amount collected by the Association shall be divided and paid to the Club Owner and the Association in proportion to the total amounts that had been owed to the Club Owner and the Association. For example, if the Club Owner was owed \$3,000 and the Association was owed \$2,000 and the Association collects an amount less than the entire sum of \$5,000 that is owed, sixty percent (60%) of the amount actually collected shall be paid to the Club Owner and the Association shall retain forty percent (40%).

In all cases in which the Association is requested to collect unpaid Club Dues and Fees, the Association's actual and commercially reasonable costs of collection (including, without limitation, reasonable attorney's fees and court costs) shall be paid by the Club Owner to the Association within 30 days after written request from the Association to the Club Owner accompanied by a reasonably detailed explanation of such collection costs. If the collection action is



initiated to collect both unpaid Club Dues and Fees and other unpaid Assessments to the Association, the Association's actual and commercially reasonable costs of collection shall be shared between the Association and the Club Owner in proportion to the total amounts owed by such Owner to the Club Owner and the Association, and the Club Owner's proportionate share of such collection costs shall be billed to and paid by the Club Owner as provided in this paragraph. The Association shall also have a security interest in the amount or amounts collected and payable to the Club Owner, and may deduct the Club Owner's unpaid collection costs from such amounts.

Prospective Owners are encouraged to contact the Club prior to purchasing a Unit to obtain a current copy of the Membership Plan, a current Summary of Membership Fees and discuss the different membership options that are available at the Club. The Club may be reached at: The Golf Club at Chaparral Pines, Attn: Membership Director, 504 N. Club Drive, Payson, AZ 85541, (928) 472-1430.

This Section 2.4 of the Declaration and Sections 7.7 and 7.9 of the Declaration cannot be amended in any manner that is adverse to the Club Owner without the prior written consent of the Club Owner.

3. Declarant hereby provides notice to the Association and all Members of the Association that it hereby relinquishes and terminates any and all of the special rights and obligations of the Declarant set forth in the Declaration, including the right to transfer such special rights and obligations in whole or in part to other Persons, except for the rights of the Declarant as Club Owner set forth in Section 2.4 above which shall continue and are automatically transferred to each successor Club Owner upon the transfer of the Club facilities to such successor Club Owner. The Declarant further gives notice that the Class "B" Control Period and the Declarant's Class "B" Membership are hereby terminated. The Declarant shall be a Class "A" Member with Class "A" voting privileges for each Unit it owns. All members of the Board of Directors appointed by Declarant shall resign within 5 days after the date of this Amendment. The Class "A" Members of the Association shall be entitled to elect additional members of the Board of Directors in accordance with the terms of the Association's By-Laws.

4. The Declarant's Guild Builder program was terminated on May 15, 2008

5. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration, this Amendment shall prevail.

[Signature appears on the following page.]

