



SEQUENCE: 20223080472

No. Pages: 4

11/4/2022 3:21 PM



GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: LW(e-recording)

When recorded, return to:
Quail Creek Country Club Property Owners Association
9532 East Riggs Road
Sun Lakes, Arizona 85248-7463
Attn: Jack Sarsam

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTONS
OF
QUAIL CREEK COUNTRY CLUB**

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Quail Creek Country Club is executed by Quail Creek Country Club Property Owners Association, an Arizona nonprofit corporation (the "Association") and Robson Ranch Quail Creek, LLC, a Delaware limited liability company ("Declarant").

RECITALS:

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Quail Creek Country Club, dated October 12, 1999, was recorded in the Official Records of Pima County, Arizona, on October 12, 1999, at Docket 111150, page 1088 at. seq., as Instrument No. 19991960405.

B. The Declaration was amended by that Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Quail Creek Country Club which was recorded in the Official Records of Pima County, Arizona on April 10, 2019 at Instrument No. 20191000289 (as previously amended or supplemented, the "Declaration").

C. All capitalized terms used but not defined in this Amendment shall have the same meaning assigned to them in the Declaration.

AMENDMENTS:

NOW, THEREFORE, in accordance with section 13.2 of the Declaration, the Declaration is hereby amended as follows:

1. Section 1.56 of the Declaration is amended as follows:

1.56. "Transition Date" shall be the first to occur of:

- (a) the day on which title to the last Lot in the Property owned by Declarant (or by a trustee under a trust of which Declarant is a beneficiary) is conveyed to a third party for value, other than as security for the performance of an obligation; or
- (b) the expiration of any 5-year period during which title to no residential Lot in the Property is conveyed by Declarant (or by a trustee under a trust of which Declarant is beneficiary) to a third party for value, other than a security for the performance of an obligation; or
- (c) such earlier date as Declarant declares to be the Transition date in a properly recorded instrument.

2. By its execution below, the Association hereby certifies that this Amendment was approved by Owners casting at least 2/3 of the votes cast an election held for such purposes, as required by Section 13.2 of the Declaration. Based on such certification, Declarant hereby approved this Amendment as well.


3. Except as modified or amended by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect. In the event of any inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall govern and control. The captions in the sections and subsections are included for convenience only and will not have any affect on the meaning or interpretation of any portion of this Amendment.

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SIGNATURE PAGE ATTACHED

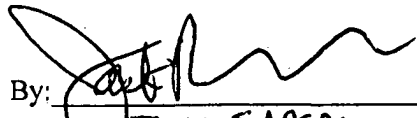
IN WITNESS WHEREOF, Quail Creek Country Club Property Owners Association and Robson Ranch Quail Creek, LLC have executed this Second Amendment this 4th day of NOVEMBER, 2022.

ASSOCIATION:

QUAIL CREEK COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION,
an Arizona nonprofit corporation

By: 
CONNIE BANDSTRA, President

QUAIL CREEK COUNTR CLUB
PROPERTY OWNERS ASSOCIATION,
an Arizona nonprofit corporation

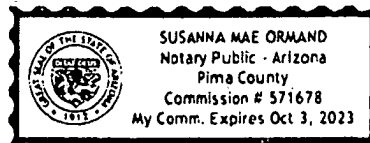
By: 
JACK SARAM, Secretary

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 3rd day of November, 2022, by Connie Bandstra, the President of Quail Creek Country Club Property Owners Association, an Arizona nonprofit corporation, on behalf of the corporation for the purposes therein contained.

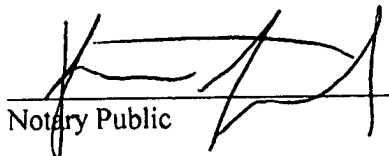

Notary Public

My Commission Expires:
10.03.2023

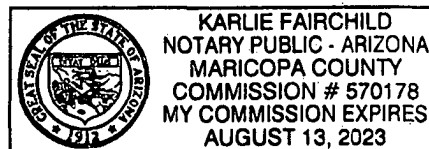


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 4th day of November, 2022, by Jack Sarsam, the Secretary of Quail Creek Country Club Property Owners Association, an Arizona nonprofit corporation, on behalf of the corporation for the purposes therein contained.


Notary Public

My Commission Expires:
8/13/2023



Based on the Certification contained in Section 2 above, Declarant hereby approves the foregoing Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Quail Creek Country Club, to which this signature block is attached.

DECLARANT:

ROBSON RANCH QUAIL CREEK, LLC,
a Delaware limited liability company

By: Arlington Property Management Company,
an Arizona corporation, its Manager

By: Paula Robinson

Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 4th day of November, 2022, by Paula Robinson, the Vice President of Arlington Property Management Company, an Arizona corporation, the manager of Robson Ranch Quail Creek, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

My Commission Expires:

8/13/2023

