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OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL,
COUNTY RECORDER



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**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR LAUGHLIN RANCH ASSOCIATION
(AMENDED AND RESTATED) BULLHEAD CITY,
MOHAVE COUNTY, ARIZONA RECORDED AT
BOOK 5444, PAGE 549, OFFICIAL RECORDS OF
MOHAVE COUNTY, ARIZONA**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Laughlin Ranch Association (Amended and Restated) Bullhead City, Mohave County, Arizona, recorded at Book 5444, page 549, Official Records of Mohave County, Arizona is made and entered into this day by the Declarant, Laughlin Ranch, LLC, an Arizona limited liability company, pursuant to the rights and powers vested in the Declarant at Article 11.3.3 of the Declaration of Covenants, Conditions, Restrictions and Easements for Laughlin Ranch Association (Amended and Restated) Bullhead City, Mohave County, Arizona ("Master Declaration").

Article 11.3.3 of the Master Declaration vests in the Declarant the right to amend the Declaration without the consent or approval of any other owner or any other person during the Period of Declarant Control. The Period of Declarant Control is defined at Article 1.36 as "that period commencing on the date of the Recording of this Declaration and ending on the earlier of: (a) the date on which Declarant (including any Affiliates) no longer owns a Lot or Tract in the Project; (b) December 31, 2054; or (c) the date the Declarant records a written instrument terminating the Period of Declarant Control."

NOW, THEREFORE, pursuant to the rights of the Declarant as set forth in Article 11.3.3 of the Master Declaration the following amendments are adopted and each provision is amended in its entirety to read as set forth herein.

1.14 "**Association**" means Laughlin Ranch Owners Association, an Arizona nonprofit corporation, and its successors and assigns.

2.8 **Security.** Laughlin Ranch Owners Association, Inc., will strive to maintain Laughlin Ranch as a safe, secure community. HOWEVER, NEITHER

LAUGHLIN RANCH OWNERS ASSOCIATION, INC. NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNER, TENANTS, GUESTS, INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE LAUGHLIN RANCH OWNERS ASSOCIATION, INC. AND ITS COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

9.9 **Jurisdiction and Cooperation.** It is Declarant's intention that the Association and the owner of the Golf Course shall cooperate to the maximum extent possible in the operation of the Properties and the Golf Course. Each shall reasonably assist the other in upholding the aesthetics of Laughlin Ranch Owners Association. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course. Incidental to the operation of the Golf Course and clubhouse, there may be lighting (for example but not by way of limitation landscape lighting, parking lot lighting and driving range lighting) that does not comply with the dark sky intent of Declarant as expressed herein. The Golf Course shall minimize the non-complying lighting after 10:00 p.m.

11.1 **Enforcement.** The Association, the Declarant or any Owner shall have the right to enforce the Project Documents at law or in equity. Specifically the Project Documents may be enforced by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. The Association shall be entitled to recover its Collection Costs when enforcing the Project Documents, without regard to whether or not litigation commences. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover from the losing party any costs and expenses in connection therewith, including reasonable attorney's fees.

In addition to such other rights provided elsewhere herein, the Association shall have the right to enforce any of the rules and regulations of the Association and the obligations of any Owner or Resident under this Declaration or any provisions of the Association's Articles of Incorporation or Bylaws:

(i) by assessing a reasonable fine against such Owner or Resident, which said fine shall be enforceable as an Assessment;

(ii) recording a Notice of Violation or Noncompliance against Owner's property in compliance with section 11.18 hereof;

(iii) suspending the right of such Owner or Resident to use Association Property: (1) for any period during which an Assessment remains delinquent, (2) for a period not to exceed 60 days for any infraction of the Project Documents, or (3) for successive 60 day periods if any such infraction is not corrected during any preceding suspension period; or,

(iv) suspending the right of such owner to vote at meetings of the Association, provided that such voting suspension may not be imposed for a period longer than thirty (30) days per violation.


No penalty may be imposed under this section until the Owner or Resident accused of any such violation has been afforded the right to be heard in person, by submission of a written statement, or through a representative at any such hearing. The Association may also take judicial action against any Owner or Resident to enforce complaints with such rules, regulations or other obligations or to obtain damages for violation, all to the extent permitted by law.

All references elsewhere in the Declaration to Laughlin Ranch Association not specifically set forth herein shall hereinafter mean and refer to Laughlin Ranch Owners Association.

All other terms, conditions, and provisions of the Master Declaration are confirmed as set forth therein.

DATED this 8th day of May, 2008.

LAUGHLIN RANCH, LLC,
an Arizona limited liability company

By: 
By: G. NEIL ELSEY
Its: Designated Representative


STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this, the 8th day of May, 2008, before me, the undersigned notary public, personally appeared G. NEIL ELSEY, who acknowledged himself to be the Designated Representative of LAUGHLIN RANCH, LLC, an Arizona limited liability company and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company, by himself as such officer.

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

Karen Graves
Notary Public

My Commission Expires:

 **KAREN GRAVES**
Notary Public - Arizona
Maricopa County
Expires 07/22/09