

**When recorded, mail to:**

William G. Griffon III  
General Manager  
The Forest Highlands Association  
2525 William Palmer  
Flagstaff, AZ 86005

**FIRST AMENDMENT  
TO  
AMENDMENT TO AND RESTATEMENT OF DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
FOR  
FOREST HIGHLANDS**

This First Amendment to Amendment to and Restatement of Declaration of Covenants, Conditions and Restrictions for Forest Highlands (this “**First Amendment**”) is made as of this 17th day of May, 2017, by The Forest Highlands Association, an Arizona nonprofit corporation (“**Association**”).

**RECITALS**

A. An Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions for Forest Highlands (the “**Declaration**”) was recorded on June 12, 2000, at Document No. 3052616 in the records of the County Recorder of Coconino County, Arizona (the “**Recorder**”).

B. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

C. Section 17.1 of the Declaration provides that amendments to the Declaration may be adopted at a meeting of the Members upon the approval of two-thirds of all of the Members or without any meeting if all Members have been duly notified and if two-thirds of the Members consent in writing to such amendment. Section 17.1 further provides that any amendment to the Declaration must be approved by a majority of the Board prior to its adoption by the Members and that any amendment, when adopted, shall bear the signature of the President, and be attested by the Secretary of the Association, who shall state that the amendment was properly adopted.

D. The amendments to the Declaration set forth in this First Amendment were approved by a majority of the Board of Directors of the Association at a meeting held on February 27, 2017 and were approved by two-thirds of all of the Members at a properly-noticed meeting of the Members held on May 15, 2017, at which a quorum was present and acting throughout.

AMENDMENT

**NOW, THEREFORE**, the Declaration is amended as follows:

1. Section 12.17 of the Declaration is amended in its entirety to read as follows:

A Lot may be leased only in compliance with the provisions of this Section. Except for a Lot leased to a Member, no Lot shall be leased for a period of less than thirty (30) days. Assignment of any lease relating to any Lot or the sublease any Lot is prohibited. Prior to the commencement of any lease of a Lot, the Owner of the Lot shall provide to the Association such information as may be required by the Association Rules. If a Lot is leased to any Person, the Owner of the Lot shall be responsible for assuring compliance by the lessee with all of the provisions of this Declaration, the Articles, Bylaws, Association Rules and Development Standards, all as amended or supplemented from time to time, and shall be jointly and severally responsible for any violations by the lessee.

2. The restriction on the period of time for which a Lot can be leased added to Section 12.17 by this First Amendment shall not apply to any lease in effect on the date this First Amendment is recorded with the Recorder ("**Effective Date**"), and any such lease shall be permitted to continue for the currently designated lease term. Leases in effect on the Effective Date shall not be renewed or extended, except to the extent such renewal or extension complies with Section 12.17 of the Declaration, as amended by this First Amendment.

3. Except as expressly amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Declaration, the provisions of this First Amendment shall control.

4. By executing this First Amendment, the undersigned President and Secretary of the Association certify and state that the amendments to the Declaration set forth in this First Amendment were properly adopted in accordance with Section 17.1 of the Declaration.

SIGNATURE PAGE FOLLOWS

**THE FOREST HIGHLANDS ASSOCIATION,**  
an Arizona nonprofit corporation

By: *[Signature]*

Name: John N. DiVal

Title: President

**ATTEST**

*Jill Carrero*

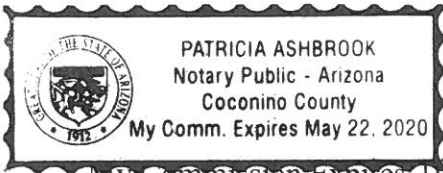
Secretary, The Forest Highlands Association

STATE OF ARIZONA )

) ss.

COUNTY OF COCONINO )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2017, by John DiVal, the President of The Forest Highlands Association, an Arizona nonprofit corporation, on behalf of the corporation.



My Commission Expires: May 22, 2020

*[Signature]*  
Notary Public

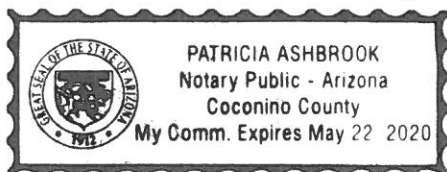
STATE OF ARIZONA )

) ss.

COUNTY OF COCONINO )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2017, by Jill Carrero, the Secretary of The Forest Highlands Association, an Arizona nonprofit corporation, on behalf of the corporation.

My Commission Expires: May 22, 2020



*[Signature]*  
Notary Public