

Empire West Title Agency

When Recorded Return To:

Cravath Whole Life Communities, LLC
8707 E Vista Bonita Dr., Ste 155
Scottsdale, AZ 85255

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NO TITLE LIABILITY

FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
VENTURA RANCH

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VENTURA RANCH (the “First Amendment to the Second Amended and Restated Declaration”) is made effective as of the date of its recording in the Official Records of Yavapai County, Arizona.

RECITALS

A. On September 28, 2016, Cravath Whole Life Communities, LLC, an Arizona limited liability company (the “Declarant”) recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Ventura Ranch dated September 23, 2016, in the office of the Yavapai County Recorder, as Instrument No. 2016-0048692 with respect to the real property in Yavapai County described therein (the “Property”).

B. On July 3, 2017, the Declarant recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ventura Ranch dated June 2017 (the “First Amended and Restated Declaration”), in the office of the Yavapai County Recorder, as Instrument No. 2017-0033830.

C. On July 17, 2019, the Declarant recorded that certain Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ventura Ranch dated July 2019 (the “Second Amended and Restated Declaration”), in the office of the Yavapai County Recorder, as Instrument No. 2019-0036197.

D. Pursuant to Section 13.1 and 13.2 of the Second Amended and Restated Declaration, until the termination of the Class B membership, the Declarant may amend the Second Amended and Restated Declaration for any reason without obtaining the approval or consent of any Owner or any First Mortgagee (in each case as defined in the Second Amended and Restated Declaration).

E. As of the date of the recording of this First Amendment to the Second Amended and Restated Declaration the Class B membership of the Declarant has not terminated.

NOW, THEREFORE, the Declarant hereby amends the Second Amended and Restated Declaration as follows:

1. ARTICLE 1 of the Second Amended and Restated Declaration is hereby amended to add the following new definitions:

1.66 “ADWR” means the Arizona Department of Water Resources.

1.67 “Fugitive Water” has the meaning given that term in Section 3.43.4 of this Declaration.

1.68 “Ventura Ranch Domestic Water Improvement District” or the “DWID” has the meaning given that term in Section 16.1 of this Declaration.

1.69 “Water System” has the meaning given that term in Section 16.2 of this Declaration.

3. ARTICLE 3 of the Second Amended and Restated Declaration is hereby amended to add a new Section numbered 3.43 and titled “Conservation of Water” which shall provide as follows:

3.43 Conservation of Water.

3.43.1 Limited to Lots Homes. The restrictions on water use set forth in this Section 3.43 are to apply solely and only to any and all Lots served by the DWID.

3.43.2 Low-Water Use Plumbing Fixtures. All plumbing fixtures shall be installed, operated and maintained in accordance with Arizona Revised Statutes (“A.R.S.”) Sections 45-311, *et seq.* As defined therein, a “plumbing fixture” means a lavatory faucet, lavatory faucet replacement aerator, kitchen faucet, kitchen faucet replacement aerator, shower head, urinal, water closet, evaporative cooler or decorative fountain but does not include parts necessary for routine maintenance. All such plumbing fixtures shall meet the water saving performance standards set forth in A.R.S. Section 45-312. In its bylaws, the DWID may adopt standards for plumbing fixtures that are consistent with the provisions of this subsection.

3.43.3 Water Features. If the Owner of a Lot constructs or installs thereon a swimming pool, Jacuzzi, or other water-use feature (e.g., fountain, fish pond, etc.), the water use feature shall recirculate water, rather than discharging or releasing water to a septic or sewer system or leach field. Owners or Occupants of Lots are encouraged to cover pools and spas when not in use.

3.43.4 Fugitive Water Flow Prohibited. “Fugitive Water” is water that flows, is released, discharged or otherwise escapes from a pipe, valve, faucet, hose, landscape watering system or facility onto any hard surface such that escaping water accumulates either to create puddles or to flow along or off of the hard surface or onto adjacent property or a public right-of-way, arroyo, or other water course, natural or manmade. Fugitive Water also includes, during the watering of landscaping, the escape or flow of water away from the landscaping plants being watered, even if such flow is not onto a hard surface. Excluded from this definition is incidental runoff caused by vehicle washing (provided that a positive shut-off nozzle is used), the periodic draining of swimming pools and spas, and the intentional washing of hard surfaces for an explicit public health, safety, or sanitation purpose. The Owner or Occupant of a Lot shall not cause or permit the occurrence of Fugitive Water. Specifically, and without limitation, this means:

3.43.4.1 Owners or Occupants of a Lot shall not wash vehicles with a hose unless the hose has a water shut-off valve, nozzle or device attached to the hose that prevents water from running continuously while washing.

3.43.4.2 Owners or Occupants of a Lot shall not wash hardscape (driveways, sidewalks, parking areas, patios, other outdoor impermeable surface areas) with a hose, unless using a pressurized cleaning device.

3.43.4.3 Owners and Occupants of a Lot shall not allow the wasting of water due to plumbing or pipeline breaks, leaks or other malfunctions.

3.43.5 Low-Water Use Landscaping Requirements; Turf Limitations.

3.43.5.1 Except as otherwise provided herein, the Owner or Occupant of a Lot shall comply with the following landscape guidelines:

i. Areas that are contiguous or adjacent to the building envelope of a Lot may be landscaped with xeriscape (i.e., low-water use) vegetation, provided that total area shall not exceed an area from 1,698 square feet per Lot up to 2,500 square feet per Lot. This final maximum square footage (1,698 to 2,500) will be determined by ADWR upon approval of the 100 Year Water Certification and the exact number shall be included in the Public Report and shall be included with all Lot Sale Disclosures. Xeriscape vegetation means drought tolerant or low-water use plants on lists approved by the Arizona Department of Water Resources, Yavapai County, the University of Arizona's Water Resources Research Center or any similar agency or institution that assists landowners with the conservation of water in a desert environment.

ii. Areas that are not contiguous to the building envelope (and therefore not included within the 2,500 square feet referenced immediately above) shall be landscaped only with vegetation that is native to the Property area of the Prescott Active Management Area.

iii. No turf of any kind that requires watering shall be allowed in either the front or back yard of any Lot.

3.43.5.2 An Owner of a Lot shall install and thereafter use a drip watering system with a timer for any xeriscape landscaping to apply water directly to the roots where and when it is needed. Watering schedules shall be adjusted each month to match seasonal weather conditions and landscape requirements.

3.43.5.3 Owners and occupants shall not water landscaping during periods of measurable rainfall or anytime within 48 hours afterwards.

3.43.6 Exceptions and Exemptions. Notwithstanding the foregoing provisions of this Section 3.43, the prohibition on the release or discharge of Fugitive Water shall not apply to the following:

3.43.6.1 Unforeseeable or unpreventable failure or malfunction of plumbing or of a system used for landscape watering;

3.43.6.2 Firefighting, routine hydrant inspection or fire training activities;

3.43.6.3 Water released or discharged to abate spills of flammable or hazardous materials;

3.43.6.4 Water released or discharged to prevent or abate health, safety, or accident hazards;

3.43.6.5 Flow resulting from a routine inspection or maintenance of the DWID's water utility system;

3.43.6.6 Flow resulting from temporary utility system failures or malfunctions;

3.43.6.7 Water released or discharged for the control or abatement of dust from the construction of residences or amenities on the Property;

3.43.6.8 Storm run-off, including snowmelt run-off; and

3.43.6.9 Flows, releases or discharges of water resulting from vandalism, high winds, emergencies, and acts of God.

End of this Amendment

Cravath Whole Life Communities, LLC, an Arizona limited liability company

By: 
Name: David L. Cravath
J. M.

January 21, 2020
Date Signed

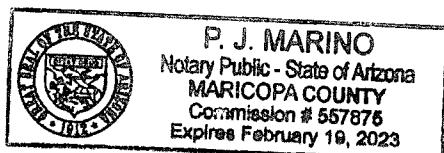
State of Arizona)
County of *Mareca*) ss

On this 21 day of January 2020 before me, the undersigned Notary Public, personally appeared David L. Cravath, the manager of Cravath Whole Life Communities, LLC, an Arizona limited liability company, who executed the foregoing instrument on behalf of such company for the purposes therein contained.

In witness whereof, I hereby set my hand and official seal



Notary Public



Date Commission Expires