

**DRAFT MINUTES OF THE
BOARD OF DIRECTORS MEETING OF
QUAIL CREEK COUNTRY CLUB PROPERTY OWNERS ASSOCIATION
December 17, 2018**

The meeting of the board of directors (the "Board") of QUAIL CREEK COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, an Arizona non-profit corporation and property owners association (the "Corporation") was called by Jack Sarsam, President of the Board, and held on December 17, 2018 at 10:00 AM in the Ball Room of the Madera Club House, Green Valley, Arizona, for the purpose of conducting regular business.

Jack Sarsam welcomed the homeowners and introduced the members of the Board. He led the Pledge of Allegiance.

Notice of this meeting had previously been duly given to the members of the Board. The meeting was called to order by Jack Sarsam, the President of the Board. The President of the Board called the roll and members of the Board present were: Jack Sarsam, President; Mark Giannonatti, Secretary; George Atwell, Treasurer; Connie Bandstra, Vice President; Jeff Krueger Vice President.

A quorum being present, the Board was competent to transact business.

General Manager, Mike Taylor and Administrative Assistant, Debbie Deptula was also present.

APPROVE MINUTES

- Connie Bandstra made a motion to approve the Annual November 2018 Minutes. Jeff Krueger seconded the motion. After discussion, Motion passed 5-0.

CHANGES TO THE AGENDA

- None.

GENERAL MANAGERS REPORT

- Coffee With The GM will be held on December 18th at 10AM in the Crystal Ballroom discussing rules.
- F&B staff has done an amazing job getting the restaurant up and running.

UNFINISHED BUSINESS

- None.

NEW BUSINESS

- a) Jeff Krueger made a motion to accept the resignation of Rosie Evans and Paula Scafuri from the Election Committee. Connie Bandstra seconded the motion. After discussion, motion passed 5-0.
- b) Jeff Krueger made a motion to approve Robert Lewis as The Greens Committee Chair, Doug Detman as The Greens Committee vice Chair, and Bill Drozda as The Greens Committee Finance and Pricing. Mark Giannonatti seconded the motion. After discussion, motion passed 5-0.
- c) Connie Bandstra made a motion to put a CC&R amendment regarding the creation of a Capital Improvement Fee (CIF) to a vote of the community in January. Jeff Krueger seconded the motion. After discussion, motion passed 5-0.
- d) Connie Bandstra made a motion to approve the CC&R amendment verbiage (attached) that will be voted on in January, as discussed in the previous motion. Mark Giannonatti seconded the motion. After discussion, motion passed 5-0.
- e) Jeff Krueger made a motion to approve Jack Davis as the Election Committee Chairperson. After discussion, Jack Sarsam motioned to tabled to allow for notification to the community requesting additional committee members.

BOARD COMMENT

- Jeff Krueger wishes the community a wonderful holiday.
- George Atwell thanked the marvelous group of F&B staff. They worked 14-16 hour days to get the restaurant opened and running smoothly. Wishing them and the Quail Creek Residents a Merry Christmas.
- Connie Bandstra wished the community a very Merry Christmas.
- Mark Giannonatti wished all a Happy Holiday.
- Jack Sarsam wished everyone a Happy Holiday.

ADJOURNMENT

Motion to adjourn- Mark Giannonatti.
George Atwell seconded the motion,
All in favor
Meeting was adjourned at 10:29AM.

Mr. Jack Sarsam closed the meeting.

Respectfully submitted,
Debbie Deptula
Recording Secretary

Minutes Approved by: _____

Date: _____

When Recorded, Return To:

Quail Creek Country Club Property Owners Association
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attn: Jack Sarsam

**AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
QUAIL CREEK COUNTRY CLUB**

This Amendment to 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

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 on October 12, 1999, at Docket 111150, page 1088 *et. seq.*, as Instrument No. 19991960405 (as previously amended or supplemented, the "Declaration"). All capitalized terms used but not defined in this Amendment shall have the meanings 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. The following is added to the Declaration as Section 7.14 of the Declaration:

7.14 Community Improvement Fee.

(a) Establishment. In addition to the Annual Assessments and the Special Assessments provided for above, and except as otherwise provided below, upon the conveyance or transfer of title to any Lot, the new Owner (i.e. the transferee) shall pay a fee (the "Community Improvement Fee") to the Association in the amount set

forth below. The Community Improvement Fee shall be due and payable by, and shall be the personal obligation of, the transferee as the new Owner and shall be secured by the Assessment Lien on the Lot. Except as otherwise provided below, a Community Improvement Fee shall be nonrefundable and shall be due and payable upon each transfer of title to the Lot. The Community Improvement Fee shall be deposited in the Association's reserve fund and/or capital improvement fund, if any, and shall be used by the Association only for those purposes designated in the Association's policies as adopted and amended by the Board from time to time for each of such funds, respectively. The portion of each Community Improvement Fee to be deposited in one or both funds for the calendar year shall be determined by the Board prior to the Commencement of the calendar year. Notwithstanding the foregoing, for the first ten (10) years after the date this Amendment is recorded in Pima County, all Community Improvement Fees collected by the Association shall be deposited into the Association's reserve fund. The collection and expenditure of the Community Improvement Fee described herein touches and concerns the land in accordance with A.R.S. Section 33-442. This Section 7.14 shall be effective upon the date that is sixty (60) days following the date this Amendment is recorded in the Official Records of the Pima County Recorder.

(b) Amount. Upon the effective date of this Section, the Community Improvement Fee shall be an amount equal to the Annual Assessment in effect at the time of the conveyance of the Lot at issue. For each calendar year thereafter, the Board, in its sole discretion, may change the Community Improvement Fee to an amount that is equal to or less than the then applicable Annual Assessment, but under no circumstances may the Board increase the Community Improvement Fee to an amount higher than the Annual Assessment that is then in effect without the affirmative vote of a majority of the votes cast in person, by proxy or by absentee ballot by Members at an election held for such purpose, with or without a meeting, after proper notice to the Members.

(c) Exempt Transfers. No Community Improvement Fee shall be due with respect to any of the following ("Exempt Transfers"): (i) the transfer or conveyance of a Lot by gift, devise or intestate succession, (ii) the transfer or conveyance of a Lot by an Owner to the Owner's spouse, siblings, parents or issue or to a trust for the sole benefit of such Owner or such Owner's spouse, siblings, parents or issue, (iii) any other transfer or conveyance for nominal or de minimis consideration, or (iv) the purchase of a Lot by the former Owner of another Lot within one (1) year after the conveyance of such other Lot; provided, however, that in any case under this subsection (c), if the Board determines, in its reasonable discretion, that a material purpose of the transfer, conveyance or transaction structure was to avoid payment of the Community Improvement Fee, then upon written notice from the Association to the transferee, a Community Improvement Fee shall be due and payable with respect to such transfer or conveyance. In the event of any question or dispute regarding whether or not a particular transfer constitutes an Exempt Transfer pursuant to this subsection, the Board's determination shall be final and binding.

(d) Refunds. If (i) the Owner of a Lot purchases another Lot, and (ii) pays the Community Improvement Fee in connection with the purchase of such other Lot, and (iii) that Owner sells either one of such Lots within one (1) year of the closing of the purchase, and (iv) a Community Improvement Fee is paid by the transferee in connection with such sale, then the Community Improvement Fee paid by the Owner referred to in clause (i) above shall be returned to that Owner without interest within thirty (30) days after the Association receives written demand and proof of the recorded conveyance reasonably satisfactory to the Association. If that Owner fails to transfer one of the two Lots within that one-year period, the Association shall retain the Community Improvement Fee and the Owner shall be deemed to have waived all rights thereto.

(e) Excluded Transfers. Notwithstanding anything to the contrary contained in this Section 7.14, the Community Improvement Fee shall not apply to any of the following (“Excluded Transfers”):

- (i) any sale or transfer by Declarant (or its successor as Declarant), its affiliate or by a trustee under a trust for the benefit of Declarant of a Lot without a completed house;
- (ii) any sale of Exempt Property; or
- (iii) the first sale (i.e. closing) of any Lot after the Lot is improved with a house for the first time.

In the event of any question or dispute regarding whether or not a particular transfer constitutes an Excluded Transfer pursuant to this subsection, the Board’s determination shall be final and binding.

(f) Partial Waiver of Management Fee. By execution of this Amendment, Declarant agrees that the 4% management fee referred to in the Declaration will not apply to the Community Improvement Fees received by the Association.

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 at an election held for such purposes, as required by Section 13.2 of the Declaration. Based on such certification, Declarant hereby approves 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 extent 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 of this Amendment are included for convenience only and will not have any affect on the meaning or interpretation of any portion of this Amendment.

IN WITNESS WHEREOF, Quail Creek Country Club Property Owners Association and Robson Ranch Quail Creek, LLC have executed this Amendment this ____ day of _____, 201__.

ASSOCIATION:

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

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

By _____
_____, President

By _____
_____, Secretary

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned notary public, this ____ day of _____, 201__, by _____, 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:

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned notary public, this ____ day of _____, 201__, by _____, 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:
