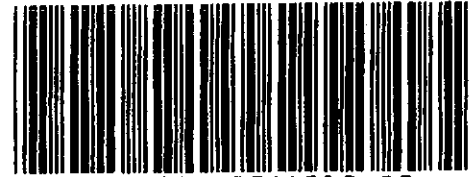


When recorded, return to:

MPR-HOA  
3820 E RAY  
PHOENIX AZ.



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2003-0680836 05/29/03 14:20  
21 OF 27

EMPLOYEE

**FIFTH CERTIFICATE OF AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOUNTAIN PARK RANCH**

This Fifth Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Mountain Park Ranch (this "Fifth Certificate of Amendment") is made as of this 9<sup>th</sup> day of July, 2002, by The M.P.R. Homeowners Association, an Arizona nonprofit corporation (the "Association").

**RECITALS**

A. A Declaration of Covenants, Conditions and Restrictions for Mountain Park Ranch dated April 17, 1984 was recorded on May 24, 1984 at Recording No. 84-224539, in the official records of the County Recorder of Maricopa County, Arizona (the "Original Declaration") for the purpose of creating a general plan for the development, sale and use of the real property within the master planned community known as Mountain Park Ranch located in the City of Phoenix, Arizona. The Original Declaration was subsequently amended by the instruments recorded at Recording Nos. 85-032893, 89-488493, 91-0488749 and 96-0694425, in the official records of the County Recorder of Maricopa County, Arizona (collectively, the "Prior Amendments"). The Original Declaration, as amended by the Prior Amendments shall be referred to in this of Fifth Certificate of Amendment as the "Declaration".

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

C. Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by recording with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed and acknowledged as required for a Certificate of Termination under Article XIII, Section 1 of the Declaration. Article XIII, Section 2 further provides that a Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in Article XIII, Section 3, shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws, the Members casting seventy-five percent (75%) of the votes at the election voted affirmatively for the adoption of the amendment.

D. At an election duly called and held pursuant to the Articles and Bylaws of the Association on July 9th, 2002, Members casting more than seventy-five percent (75%) of the votes at the election voted affirmatively for adoption of the amendments to the Declaration set forth in this Fifth Certificate of Amendment.

**AMENDMENT**

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

1. The following is added at the end of Article IV, Section 3, Subsection (b) of the Declaration:


No owner shall enter into any lease for less than the entire Unit or for a term of less than 30 days. Any lease for any Unit shall be in writing, shall in all respects be subject to and in compliance with the provisions of this Declaration, the Articles and Bylaws, and shall expressly provide that a violation of any such provision shall be a default under such lease, and a copy of such lease shall be delivered to the Association prior to the commencement of the term of such lease.

The lease document provided to the Association shall contain the names of the occupants of the Unit during the term of the lease and the means by which the Owner of the Owner's legal representative can be contacted by phone and U.S. Mail service but may exclude the financial terms of the agreement.

2. The following is added at the end of Article IV, Section 2, Subsection (u) provision v of the Declaration:

"Inoperable" vehicles shall include, but not be limited to, wrecked vehicles, vehicles with significant of unsafe body damage, vehicles that are in a state of disrepair, vehicles that are up on blocks, and vehicles that lack license plates of exhibit expired license plates.

THE M.P.R. HOMEOWNERS ASSOCIATION,  
an Arizona nonprofit corporation

By:  \_\_\_\_\_

Its: President

ATTEST:

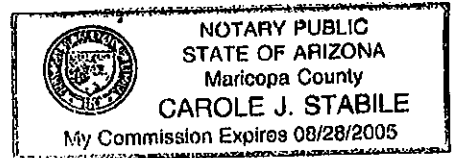
*M. J. [Signature]*  
Secretary

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2002, by Andy Hayes, the President of THE M.P.R. HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, on behalf of the corporation.

*Carole J. Stable*  
Notary Public

My Commission Expires:  
8-28-2005

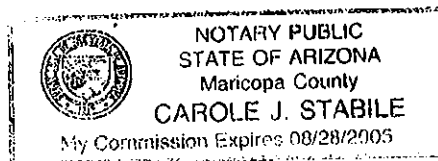


State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2002, by MARK Adolf, the Secretary of THE M.P.R. HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, on behalf of the corporation.

*Carole J. Stable*  
Notary Public

My Commission Expires:  
8-28-2005



When recorded mail to:

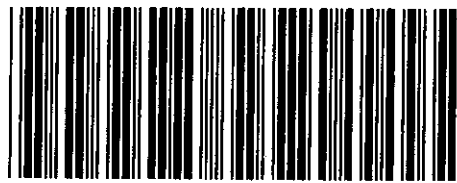
Name: Mountain Park Ranch

Address: 15425 S. 41st Pl

Suite 4

City/State/Zip: Phoenix AZ

85044



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2007-0377599 03/30/07 10:39 AM  
1 OF 1

brownj

this area reserved for county recorder

CAPTION HEADING:

---

DO NOT REMOVE

This is part of the official document.

When recorded, return to:

Jim Welch  
Executive Director for M.P.R.  
15425 S. 40th Place, Suite 4  
Phoenix, AZ 85044

**SIXTH CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MOUNTAIN PARK RANCH**

This Sixth Certificate of Amendment to Declarations of Covenants, Conditions and Restrictions for Mountain Park Ranch (this "Sixth Certificate of Amendment") is made as of this 27 day of ~~January~~ <sup>February</sup>, 2007, by the M.P.R. Homeowners Association, an Arizona nonprofit corporation (the "Association").

**RECITALS**

A. A Declaration of Covenants, Conditions and Restrictions for Mountain Park Ranch dated April 17, 1984, was recorded on May 24, 1984, at Recording No. 84-224539, in the official records of the County Recorder of Maricopa County, Arizona (the "Original Declaration") for the purpose of creating a general plan for the development, sale and use of the real property within the master planned community known as Mountain Park Ranch located in the City of Phoenix, Arizona. The Original Declaration was subsequently amended by the instruments recorded at Recording Nos. 85-032893, 89-488493, 91-0488749, 96-0694425, and 2003-0680836 in the official records of the County Recorder of Maricopa County, Arizona (collectively, the "Prior Amendments"). The Original Declaration, as amended by the prior Amendments shall be referred to in this Sixth Certificate of Amendment as the "Declaration".

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

C. Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by recording with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed and acknowledged as required for a certificate of Termination under Article XIII, Section 1 of the Declaration. Article XIII, Section 2 further provides that a Certificate of Amendment shall set forth in full the amendment adopted, and,

except as provided in Article XIII, Section 3, shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws the Members casting seventy-five percent (75%) of the votes at the election voted affirmatively for the adoption of the amendment.

D. At an election duly called and held pursuant to the Articles and Bylaws of the Association on October 17, 2006, Members casting more than seventy-five percent (75%) of the votes at the election voted affirmatively for adoption of the amendments to the Declaration set forth in this Sixth Certificate of Amendment.

#### AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Article IV, Section 2, (m), (iii), is changed to read as follows:

(iii) Not more than one (1) "For Sale" or "For Lease/Rent" sign may be placed on a single commercial or residential parcel during the period such property is offered for and during which a contract is pending for it's sale, lease or rent. Such signs shall be of the type and content customarily utilized by real estate and/or property management companies (or similar thereto) and: In the case of residential properties shall have a face area of not more than 6 square feet and shall be secured to a post having a height of no more than 78 inches, placed in the ground in the front yard of such residence; and in the case of commercial properties shall have a face area of not more than 32 square feet and shall be secured to a post having a height of no more than 78 inches placed in/or on the ground anywhere on such property or placed within a window of a building on such property with the exception of the visibility triangles located on corners and at driveways. All such signs shall further be in compliance with the requirements of the City of Phoenix. In addition, up to 6 portable directional signs may be used during the hours of an Open House, provided that signs are located on private property with the owner's permission and the signs do not exceed four (4) square feet in area. Banners and pennants may also be used on the property only during the hours of the Open House. All directional signs, banners and pennants must be removed upon conclusion of the Open House, otherwise they are subject to removal and confiscation, fine or both.

2. The following is added at the end of Article IV, Section

2, Subsection (j) of the Declaration:

The placement of "bulk trash" for collection by the City of Phoenix is permitted, in accordance with applicable city ordinances.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Sixth Amendment this 27 day of <sup>FEBRUARY</sup> ~~January~~, 2007.

Link Paffenbarger  
Link Paffenbarger, President

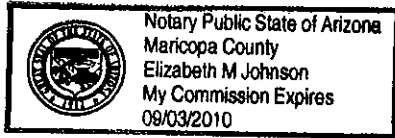
ATTEST:

Brenda Roberts  
Brenda Roberts, Secretary

A C K N O W L E D G M E N T

STATE OF ARIZONA      )  
  ) SS.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 27 day of ~~January~~ <sup>February</sup>, 2007 by Link Paffenbarger, President of the MPR Homeowners Association, an Arizona nonprofit corporation, on behalf of the corporation.

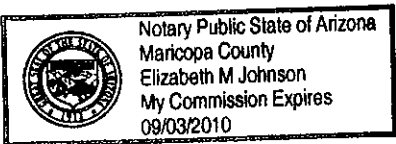


Elizabeth M. Johnson  
NOTARY PUBLIC in and for the State of Arizona, Residing at Maricopa County  
My commission expires: 9/3/2010.

STATE OF ARIZONA      )  
  ) SS.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 27 day of ~~January~~ <sup>February</sup>, 2007 by Brenda Roberts, Secretary of the

MPR Homeowners Association, an Arizona nonprofit corporation, on behalf of the corporation.



Elizabeth M. Johnson  
NOTARY PUBLIC in and for the  
State of Arizona, Residing  
at Marcopa County  
My commission expires: 9/3/2010