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RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA OCT 23 89 - 12 00	
HELEN PURCELL, County Recorder	
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SECOND CERTIFICATE OF AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
MOUNTAIN PARK RANCH

THIS SECOND CERTIFICATE OF AMENDMENT is made as of this 19th day of October, 1989, by THE M.P.R. HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation (the "Association").

RECITALS:

A. Genstar Development Inc., a New York corporation doing business as Genstar Southwest Development, as Declarant, executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Mountain Park Ranch, dated April 17, 1984 and recorded May 24, 1984, as Instrument No. 84-224539, records of Maricopa County, Arizona, which was amended by that certain First Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Mountain Park Ranch, dated November 30, 1984 and recorded January 24, 1985, as Instrument No. 85-032893, records of Maricopa County, Arizona (collectively, the "Declaration").

B. Article XIII, Section 2 of the Declaration provides for amendments of the Declaration by the affirmative votes of Members of the Association casting at least seventy-five percent (75%) of the votes at an election duly called and held for the adoption of the amendment and recordation of a duly signed and acknowledged Certificate of Amendment to the Declaration.

C. At an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association on October 5, 1989, Members casting ninety-nine and eighty-five hundredths percent (99.85%) of the votes at the election voted affirmatively for adoption of the amendment described below in Paragraph 2 and Members casting ninety-nine and sixty hundredths percent

(99.60%) of the votes at the election voted affirmatively for adoption of the amendment described below in Paragraph 3.

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

1. Capitalized terms used in this First Amendment shall have the same meanings as set forth for such terms in the Declaration.

2. Article XIII, Section 2 of the Declaration is hereby amended in its entirety to read as follows:

"Section 2. Amendments. This 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 in Section 1 of this Article. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in Section 3 of this Article, 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. Amendments of this Declaration and the Covenants set forth herein need not apply uniformly to all Covered Property; provided, however, all amendments shall apply uniformly to that portion of the Covered Property subject to, or Memberships attributable to, the Land Use Classification(s) affected thereby. A Tract Declaration may be amended in the same manner as this Declaration, but a Tract Declaration, so long as Declarant is the owner of a Lot or Parcel subject to such Tract Declaration, may be amended by a Recorded instrument executed by Declarant, the Owners of all Lots and Parcels subject to the Tract Declaration, the holders of any first mortgages and deeds of trust described in Article VIII, Section 3, on Lots or Parcels subject to the Tract Declaration, and the FHA or VA, as applicable, if such agency has guaranteed or insured any loan on a Lot or Parcel subject to the Tract Declaration."

3. Article VII, Section 3(c) of the Declaration is hereby amended in its entirety to read as follows:

"(c) The Owner of a Parcel which, under a Tract Declaration, is to be used as an Apartment Development (and which has not been converted to Condominiums) or a Condominium Development (and for which the horizontal property regime has not been recorded) shall pay only twenty-five percent (25%) of the Annual Assessment otherwise attributable to each of his Memberships until an Apartment Development or a Condominium Development has been completed on the Parcel and a certificate of occupancy has been issued by the City of Phoenix for such Development; provided, however, that if the Apartment Development or Condominium Development, as applicable, is developed in phases, the full Annual Assessment shall be payable only with respect to the Memberships attributable to phases which have been completed and for which certificates of occupancy have been issued, and any portions of the Parcel constituting phases which have not been completed and for which certificates of occupancy have not been issued shall pay only twenty-five percent (25%) of the Annual Assessment otherwise attributable to the Memberships applicable thereto."

4. Except as specifically amended and modified hereby, the Declaration shall remain the same in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Mountain Park Ranch to be executed as of the day and year first above written.

ATTEST:

By   
Its Secretary

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

By   
Its President

STATE OF ARIZONA  
County of Maricopa

)  
) ss.  
)

89 488493

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 1989, by Jessie W. Beretta the President of THE M.P.R. HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, on behalf of the corporation.

Mary E. Henneman  
Notary Public

My commission expires:

January 6, 1990

STATE OF ARIZONA  
County of Maricopa

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 1989, by Richard A. Garner the Secretary of THE M.P.R. HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, on behalf of the corporation.

Mary E. Henneman  
Notary Public

My commission expires:

January 6, 1990

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