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Oro Valley, AZ 85704

**CERTIFICATE OF AMENDMENT TO DECLARATION
RENTAL PROPERTIES
FOR THE MESQUITE RANCH HOMEOWNERS ASSOCIATION**

This Certificate of Amendment to Declaration, Rental Properties for The Mesquite Ranch Homeowners Association ("Rental Properties Amendment") is made and executed as of this 30 day of September 2005 by The Mesquite Ranch Homeowners Association.

BACKGROUND

A. The Declarant recorded the Declaration of Covenants, Conditions, and Restrictions for Mesquite Ranch in **Docket 11639, Page 3886**, Official Records of Pima County, Arizona ("Declaration"). The Declaration subjects certain real property located in Pima County, Arizona consisting of various single-family lots and related common area tracts depicted on the Plat to the covenants, conditions, restrictions, liens, and easements as more fully set forth in the Declaration and the other Project Documents. **This Amendment applies to Mesquite Ranch, Lots 1 through 619 and Common Areas A through L, an R.C.P. subdivision of Pima County, Arizona, recorded Book 54 of Maps and Plats at Page 92, Pima County Records.**

B. Pursuant to Article 15, Section 15.2 of the Declaration, the Members shall have the right to amend the Declaration by an affirmative vote of the Owners casting two thirds (2/3) of the total votes held by the Membership.

ORIGINAL RECORD

C. Capitalized terms used but not defined in this Rental Properties Amendment will be ascribed the meanings specified in the Declaration.

RENTAL PROPERTIES AMENDMENT

Pursuant to the Declaration, the Members amend the Declaration as follows:

A new Article 5, Section 5.2.32 is added as follows:

5.2.32 Rental Limitations. Notwithstanding any provision in this Declaration to the contrary, Owners shall not lease or rent their Dwelling Units unless the Owner obtains prior approval of the Board in writing for an exemption as a special case involving hardship or other extenuating circumstances. Nor shall any Owner enter into any timeshare or other transaction that has the effect of a leasehold or rental transaction. The Board and/or any court construing this provision is encouraged to consider that the general intention of this Section is to limit occupancy to Owners. The Board and any court construing this Section shall disregard the form of any transaction that might evade the intention of this Section, and analyze the substance of the transaction. Owners who have undiluted fee simple interests in the Dwelling Units; and together with any family members, care giving persons and/or short term guests, are to be the sole occupants of the Dwelling Units. Notwithstanding the above, all Dwelling Units as of the date this Amendment is recorded ("Grandfathered Units") are exempt from this limitation until the current Owner sells, conveys or in any way transfers the Dwelling Unit. Such change in ownership of a Grandfathered Unit will automatically terminate its Grandfathered Unit status, and all successor Owners of said Dwelling Unit shall thereafter be subject to the limitations set forth above in this Section. For the purposes of this Section, a conveyance from an Owner to the Owner's Living Trust, or a similar estate planning transaction, shall not be deemed a change in ownership sufficient to terminate Grandfathered Unit status. A roster of the current Owner of each Dwelling Unit as of the date this Amendment, Rental Limitations is recorded shall be made a part of the permanent records of the Association. The Board of Directors may enact rules and regulations to implement this Section.

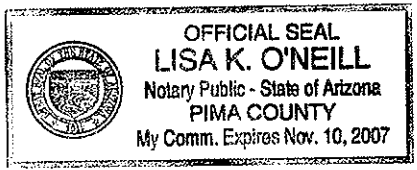
STATE OF ARIZONA)
) ss.
 County of Pima)

The foregoing instrument was acknowledged before me this
30 day of September 2005, by the Secretary of The Mesquite Ranch
 Homeowners Association, who executed the foregoing on behalf of the
 corporation, being authorized so to do for the purposes therein contained.

[Handwritten Signature]

 Notary Public

My Commission Expires:
NOV. 10, 2007



CERTIFICATION

Pursuant ARS §10-3708 Action by Written Ballot, the undersigned President and Secretary of the Mesquite Ranch Homeowners Association hereby certify that this Amendment, Rental Properties was approved by an affirmative vote of the Owners casting two thirds (2/3) of the total votes held by the Membership.

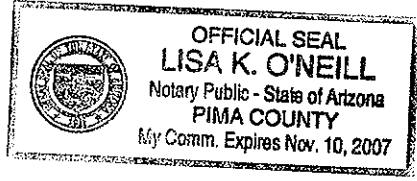
By: [Signature]
President

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30 day of September 2005, by the President of The Mesquite Ranch Homeowners Association, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires:
Nov. 10, 2007



By: [Signature]
Secretary

ARIZONA
NOTARY PUBLIC