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Official Records of Maricopa County
Recorder Helen Purcell

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Ekmark & Ekmark, L.L.C.
6720 North Scottsdale Road
Suite 261
Scottsdale, Arizona 85253

Certificate of Second Amendment to
Declaration of Covenants, Conditions and Restrictions
(for 333 Missouri West)

333 Missouri West ("Association") is governed by the Declaration of Covenants, Conditions and Restrictions recorded in Docket 8962, Page 347, of the records of Maricopa County, Arizona Recorder, as amended ("Declaration"), and governs Lots 1 through 20, inclusive, and Tracts A through E, inclusive, according to the plat of record, Book 141, Page 41, in the records of Maricopa County, Arizona Recorder.

The Association, by and through its members, hereby amends the Declaration as follows:

Article IV, Section 10 of the Declaration is replaced entirely with the following

10. Leasing.

(a) Prohibiting All Rentals

In the interest of preserving the property values of all Lots within the Properties, rental of a Lot within the Properties is prohibited. However, Owners that are using their Lots as rental properties at the time that this Amendment is recorded will be allowed to continue renting their Lots until the Lots are conveyed to a subsequent owner. While the Lots continue to be rented, all leases shall be made subject to the provisions contained in this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.

The Association, through its Board of Directors, may allow exceptions to the above prohibition of rentals for short time periods in hardship situations. The Board of Directors shall have sole discretion to determine what is considered a hardship.

(b) Provision That Governs Rentals While Being Leased

While the Lots continue to be leased, any agreement for the lease of a Lot must be in writing and must be expressly subject to this Declaration, the Articles, the Bylaws, and any other documents governing the Association. The lease must contain a provision that any violation of the Declaration, the Articles of Incorporation, the Bylaws or any other documents governing the Association shall be a default under the lease and is grounds for eviction. All leases shall be required to be in writing and shall be for a term of six (6) months or more. Owners shall submit a "rental registration form" to the Association for each new tenant and each new lease, in a form prepared for the Association by the Board of Directors. If an Owner fails to provide the required form to the Association in a timely manner as determined by the Board, the Association may impose reasonable monetary penalties as determined by the Board, and any other remedies available under the Declaration and Arizona law.

Any violation of these documents shall be a default under the lease. The Owner shall remain liable for compliance with the Declaration, Articles, Bylaws, and any other documents governing the Association, and shall be responsible for any violations thereof by his tenant or his tenant's family and guests. All notices shall be sent to the Owner. Each Owner shall provide a copy of the Declaration, Articles, Bylaws, and any other documents governing the Association to each tenant of his/her Lot. By becoming a tenant, each tenant agrees to be bound by the Declaration, Articles, Bylaws, and any other documents governing the Association, and recognizes that any violation of these documents is grounds for eviction from the Lot. If a tenant violates the provisions of any of the above documents, the Association may provide notice to the Owner of the tenant's violations, and require that the Owner evict the tenant for the violations. If the Owner fails to evict the tenant, the Association may impose reasonable monetary penalties against the Owner as determined by the Board, and may exercise any other remedies available under the Declaration and Arizona law.

The President of the Association hereby certifies that the above amendments have been adopted by the required percentage of the members.

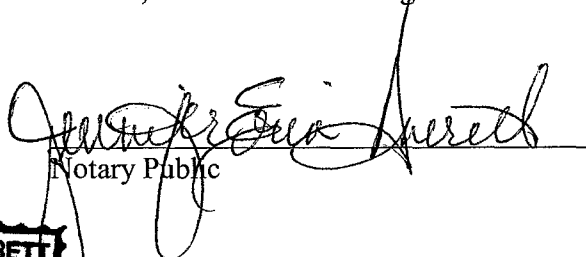
DATED this 18th day of September, 2007.

333 Missouri West

By: 
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 18th day of September, 2007, before me personally appeared Jane Holloway, whose identify was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.


Notary Public

Notary Seal:

