

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUGUSTA RANCH**

AND CERTIFICATE OF AMENDMENT

This FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUGUSTA RANCH (“Fifth Amendment”) is made this ____ day of _____, 20____, by Augusta Ranch Community Master Association, an Arizona nonprofit corporation (“Association”), in accordance with Article 14, Section 14.2(a) of the Declaration of Covenants, Conditions and Restrictions for Augusta Ranch recorded on December 16, 1997, at Document No. 1997-0879019 in the Official Records of the County Recorder of Maricopa County, Arizona (“Original Declaration”).

RECITALS

A. WHEREAS, Declarant caused the original Declaration to be recorded, as aforesaid, thereby submitting the real property described on Exhibit “A” thereto to the covenants, conditions and restrictions contained therein pursuant to the Arizona Planned Communities Act, Arizona Revised Statutes, Section 33-1801, et seq.; and

B. WHEREAS, the Original Declaration was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Augusta Ranch recorded June 5, 1998, at Document No. 1998-0478256 in the records of County Recorder of Maricopa County, Arizona (“First Amendment”); and

C. WHEREAS, the Original Declaration was further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Augusta Ranch recorded December 17, 1998, at Document No. 1998-1143341 in the records of County Recorder of Maricopa County, Arizona (“Second Amendment”); and

D. WHEREAS, the Original Declaration was further amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Augusta Ranch recorded April 7, 2008, at Document No. 2008-0305325 in the records of County Recorder of Maricopa County, Arizona (“Third Amendment”); and

E. WHEREAS, the Original Declaration was further amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Augusta Ranch

recorded January 3, 2014, at Document No. 2014-0005105 in the record of County Recorder of Maricopa County, Arizona ("Fourth Amendment"); and

F. WHEREAS, Article 14, Section 14.2(a) of the Declaration provides that "[t]his Declaration may be amended by Recording with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted . . . and shall certify that the amendment has been approved by the affirmative vote or written consent, or any combination thereof, of the Owners casting at least seventy-five percent (75%) of the votes then entitled to be cast"; and

G. WHEREAS, this Fifth Amendment has been approved by the affirmative vote or written consent, or any combination thereof, of the Owners casting at least seventy-five percent (75%) of the votes entitled to be cast;

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Capitalized terms used by not defined herein shall have the meaning set forth in the Declaration.
2. The following is hereby added as Section 4.3(ee) of the Declaration:

"(ee) Leases. Except as hereinafter provided, the rights and duties of Owners with respect to leasing the Lots shall be as follows:

(i) No Lot shall be leased by an Owner, nor landlord-tenant relationship established, unless such lease or landlord-tenant relationship is (1) for a minimum of thirty (30) consecutive calendar days to the same lessee/tenant; and (2) is in writing and the lessee or tenant has agreed in writing that the lease is subject in all respects to the provisions of the Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations duly adopted by the Association. Said writing shall provide that any failure of the lessee or tenant to comply with the terms of such documents or rules and regulations shall be a default under the lease.

(ii) In no event shall less than all of a Lot or dwelling be leased or rented.

(iii) No Lot shall be leased or rented more frequently than six times per calendar year.

(iv) No Lot shall be used, leased, rented or occupied for transient, hotel or vacation rental type purposes.

(v) At least ten (10) days before the commencement of any lease or rental term, the Owner shall register the lease with the Association by providing the Association with information regarding the lease and lessee that complies with the applicable state statute.

(vi) It shall be considered a violation of these lease restrictions if an Owner advertises that their Lot is available on terms inconsistent with this provision.

(vii) If any Owner needs an exception to the general leasing restrictions, the Owner shall make written application to the Board, which may, by majority vote and in its sole discretion and review of the application, grant the Owner an exception to the above leasing restrictions, upon such conditions as the Board may establish and uniformly apply.

(viii) If any Owner who has a lease and/or landlord-tenant relationship that violates this provision at the time it takes effect, that Owner shall have six months to either bring the Lot into compliance with this provision or sell their Lot.”

Except as expressly amended by this Fifth Amendment, all other provisions of the Original Declaration, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall remain in full force and shall be unaffected by this Fifth Amendment. In the event of any conflict or inconsistency between this Fifth Amendment and the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment, this Fifth Amendment shall control.

THIS AREA LEFT INTENTIONALLY BLANK

I, _____, President of Augusta Ranch Community Master Association, hereby certify that this Fifth Amendment has been approved by the affirmative vote or written consent, or any combination thereof, of the Owners casting at least seventy-five percent (75%) of the votes entitled to be cast and constitutes a Certificate of Amendment satisfying the amendment requirement in Article 14, Section 14.2(a) of the Original Declaration; and this Fifth Amendment will be effective upon recordation.

**Augusta Ranch Community Master Association, an
Arizona nonprofit corporation**

By: _____
Its: President

State of Arizona)
)
)ss.
County of Maricopa)

On this _____ day of _____, 20_____, before me, the undersigned Notary Public, appeared _____, President of Augusta Ranch Community Master Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he signed the same for the purposes therein contained.

Notary Public

My commission expires:

