



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2006-0505318 04/14/06 02:49 PM
1 OF 1

YORKH

WHEN RECORDED RETURN TO:

James H. Hazlewood, Esq.
Carpenter Hazlewood, PLC
1400 E. Southern Ave., Suite 640
Tempe, Arizona 85282

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 77 EAST MISSOURI TOWNHOUSES ASSOCIATION**

THIS SECOND AMENDMENT is made to the First Amendment to Declaration of Covenants, Conditions and Restrictions for 77 East Missouri Townhouses Association, effective as of the date of its recording.

WITNESSETH

WHEREAS, 77 East Missouri Townhouses Association is an Arizona non-profit corporation and is the Association designated under the Declaration of Covenants, Conditions and Restrictions recorded in the office of the Maricopa County Recorder in Docket 9428, Pages 831-847 inclusive on May 11, 1972, as amended in that certain First Amendment to Declaration of Covenants, Conditions recorded in No. 86-406353 on August 1, 1986 (hereafter collectively "Declaration"); and

WHEREAS, the real property that is subject to the Declaration and all amendments thereto is described as:

Lots 1 to 17, inclusive, lots 29 to 31, inclusive, and lots 37 to 81, inclusive, and Tracts A to N, inclusive, 77 EAST MISSOURI, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 147 of Maps, Page 50. (PHASE I);

AND:

Lots 18 to 28, inclusive, lots 32 to 36, inclusive, and Tracts A, H, and I, 77 EAST MISSOURI, according to the plat of record in the office of the County Recorder or Maricopa County, Arizona in Book 147 of Maps, Page 50. (PHASE II).

WHEREAS, the Declaration at Article XII, Section 11 provides that it may be amended at any time by an instrument signed by the then owners of not less than sixty-seven percent (67%) of the townhouses, and

WHEREAS, the Association wishes to amend the Declaration to provide sufficient working capital;

NOW, THEREFORE, the Association declares that the Declaration, to which all of the real property described above is subject, is hereby amended in the following manner:

ADD NEW SECTION 13 TO ARTICLE V:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

Except as amended hereby, all other provisions of the Declaration shall continue in full force and effect, and words with capital letters shall have the same meaning as set for the in the Declaration.

IN WITNESS WHEREOF, the undersigned officers of 77 East Missouri Townhouses Association attest that the Owners who have signed the instrument attached hereto as Exhibit "A" constitute the Owners of not less than sixty-seven percent (67%) of the Lots/Townhouses.

77 EAST MISSOURI TOWNHOUSES ASSOCIATION

By: Donald L. Cross
Its President

ATTEST:

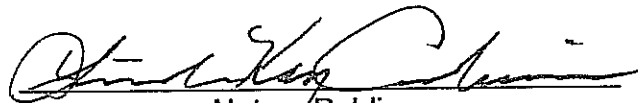
Gary R. Clark
Its Secretary

Page 3 – 77 East Missouri Townhouses Association Amendment

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of April, 2006, by Donald L. Cross, President, of 77 East Missouri Townhouses Association, an Arizona nonprofit corporation, on behalf of the corporation.




Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of April, 2006, by Gary R. Clarke, Secretary of 77 East Missouri Townhouses Association, an Arizona nonprofit corporation, on behalf of the corporation.



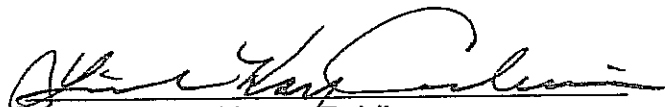

Notary Public

EXHIBIT "A"

INSTRUMENT TO AMEND 77 EAST MISSOURI TOWNHOUSES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned owner(s) of the designated Lot/Townhouse hereby consent to amend the First Amendment to Declaration of Covenants, Conditions and Restrictions for 77 East Missouri Townhouses recorded in the office of the Maricopa County Recorder in No. 86-406353 on August 1, 1986 (which amended Declaration recorded May 11, 1972), as follows:

ADD THE FOLLOWING NEW SECTION 13 TO ARTICLE V:

Section 13. Maintenance Reserve Fee. To insure that the Association will have adequate funds to establish operating, maintenance, and capital improvement reserves or to meet its expenses or to purchase necessary equipment or services, in addition to the Annual and Special Assessments set forth in Sections 3 and 7, effective as of the date of the recording of this amendment, each Lot/Townhouse conveyed by voluntary sale or transfer (including buyers under agreements for sale), shall be subject to a Maintenance Reserve Fee payable to the Association in an amount equal to six (6) monthly installments of the current Annual Assessment as established according to Section 6.

The Fee shall be secured by the lien for assessments as set forth in Section 1 and shall burden the Lot after conveyance of ownership rights in the Lot. The conveyor [the seller] and the conveyee [the buyer] shall be jointly and severally liable for payment of the Fee. Unless otherwise directed by the conveyor and conveyee of a Lot, the Association shall collect the Fee through the close of escrow if the Association is notified of the conveyance and if a title company is used to facilitate a particular conveyance of a Lot. The conveyor and conveyee may allocate the payment of the Maintenance Reserve Fee through the escrow process between the conveyor and conveyee in any manner. The failure of the Association to be notified of a conveyance shall not affect the obligation to pay the entire Fee and shall not be in derogation of the lien against the Lot for the Fee.

If the Fee is not paid within thirty (30) days of the recording date of the deed or agreement for sale, late charges and other remedies of the Association shall apply according to Article V and Arizona law. Any amounts paid pursuant to this Section may be used for the funding of reserves, payment of current expenses or such other purposes as the Board may determine to be desirable and appropriate. All amounts so paid shall be nonrefundable and shall not be considered as an advance payment of any assessments levied by the Association pursuant to this Declaration.

Notwithstanding the foregoing, no Maintenance Reserve Fee shall be payable with respect to: (i) the transfer or conveyance of a Lot by devise or intestate succession; (ii) a transfer or conveyance of a Lot solely for estate planning purposes; or (iii) a transfer or conveyance to a corporation, partnership or other entity in which the grantor owns a majority interest, unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment for the Fee, in which event a Maintenance Reserve Fee shall be payable with respect to such transfer or conveyance.