

**SECOND CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TATUM RANCH**

THIS SECOND CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH (this “**Certificate of Amendment**”) is made as of this 20th day of December, 2000, by TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the “**Association**”).

RECITALS:

A. Suncor Development Partners, an Arizona general partnership, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions, dated February 19, 1988, and recorded as Instrument No. 88-090390, Official Records of Maricopa County, Arizona (the “**Original Declaration**”). Thereafter, Declarant amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16, 1988, and recorded as Instrument No. 88-239882, official Records of Maricopa County, Arizona (the “**First Amendment to Original Declaration**”). Thereafter, Declarant appointed Suncor Development Company as successor Declarant (“**Successor Declarant**”) as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as Instrument No. 88-602338, Official Records of Maricopa County, Arizona. Thereafter, Successor Declarant caused the Second Amended and Restated Declaration of Covenants, conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as Instrument No. 88-625068, Official Records of Maricopa County, Arizona (the “**Amended and Restated Declaration**”). Thereafter, Successor Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as Instrument No. 98-0845209 (the “**First Amendment to Amended and Restated Declaration**”). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration shall be collectively referred to herein as the “**Declaration**”.

B. Pursuant to the terms of Article XIII, Section 2 of the Declaration, the Declaration may be amended if seventy five percent (75%) of the authorized votes of each class of Members shall be cast in favor of the amendment at an election held for such purpose.

C. Pursuant to the terms of Article XIII, Section 2 of the Declaration, if the necessary votes and approvals are obtained for the amendment to the Declaration, the Board of Directors of the Association may record with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed by the President or vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held for such purpose pursuant to the Articles and Bylaws of the Association, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment.

D. The necessary votes for an amendment of the Declaration pursuant to the terms of this Certificate of Amendment have been obtained in accordance with the terms of Article XIII, Section 2 of the Declaration and the Association desires to amend the Declaration pursuant to the terms and conditions of this Certificate of Amendment.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed as follows:

AGREEMENT:

1. Amendment. The Declaration is hereby amended as follows:

(a) Article XI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“1. Establishment. Two Architectural Committees shall be established, a Residential Architectural committee and a Commercial Architectural Committee, and each shall perform the functions set forth in this Declaration. Each Architectural committee shall adopt rules, regulations and guidelines for the performance of its duties including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Tract Declaration. The Residential Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Residential Areas within Tatum Ranch and the Commercial Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Commercial Areas within Tatum Ranch. Members of the Architectural Committees need not be architects, and Owners or Residents who are members of the Architectural Committees need not possess any special qualifications of any type.

(a) Election of Residential Architectural Committee. The Residential Architectural Committee shall consist of three regular members and not less than one alternate member. The members of the Residential Architectural Committee shall be elected by a vote of all the Residential Memberships in the Association. Election of the members of the Residential Architectural Committee shall occur at the same time as the annual election of the Board of Directors. Committee members shall be elected for one (1) year terms (or until the next election or until replaced). In the event of a temporary or permanent vacancy on the Residential Architectural Committee, an alternate member selected by the committee shall serve as a replacement until the next election or until the regular member is again available.

(b) Appointment/Election of Commercial Architectural Committee. During the first fifteen (15) years following the recordation of

the Amended and Restated Declaration dated December 21, 1988 and recorded as Instrument No. 88-625068 or until such time as the Declarant has relinquished its appointment rights as hereinafter provided, the Commercial Architectural Committee shall consist of such number of regular members and alternate members as the Declarant may designate from time to time and such members shall be appointed by the Declarant and shall serve for such terms as the Declarant may determine in its discretion. The Declarant may terminate such members' tenure on the Commercial Architectural Committee at any time and for any reason or for no reason and may fill vacancies on the Commercial Architectural Committee as may be necessary in the Declarant's discretion. The Declarant may voluntarily relinquish (either temporary or permanently) its right to appoint all or some of the members of the Commercial Architectural Committee by recording an amendment to the Declaration executed by the Declarant alone. Following the fifteen (15) year anniversary of the recordation of the Amended and Restated Declaration or upon relinquishment by the Declarant of its appointment rights as provided above, whichever occurs first, the Board of Directors shall assume the functions and duties of the Declarant in appointing, terminating and filling vacancies of members of the Commercial Architectural Committee until the next scheduled annual meeting. At such time and thereafter, the commercial Architectural Committee shall be elected by a vote of all the Residential and Commercial Memberships in the Association. The Commercial Architectural Committee shall then consist of three regular members and not less than one alternate member. Elections of the members of the Commercial Architectural Committee shall occur at the same time as the annual election of the board of Directors. Committee members shall be elected for one (1) year terms (or until the next election or until replaced). In the event of a temporary or permanent vacancy on the elected Commercial Architectural Committee, an alternate member selected by the Committee shall serve as a replacement until the next election or until the regular member is again available."

(b) Article XI, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"2. Meetings: Guidelines; Right of Appeal. The Architectural Committees shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Architectural Committee and the concurrence of a majority of the regular committee members present at a meeting of the Architectural Committee shall be necessary for any decision of either Architectural committee. Alternate member(s) may participate at any meeting in lieu of any absent regular member(s), may constitute a quorum by his (their) presence and shall have all of the authority of a regular member while so participating. As provided in Article V, Section 3 herein, the

Architectural Committees shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. Each Architectural Committee may promulgate its own Architectural Guidelines or the Architectural Committees may cooperate in the preparation and adoption of one form of Architectural or Design Guidelines for the entire Tatum Ranch community. Subject to the appeal rights available to Owners, Residents, and parties as hereinafter provided, the decision of the governing Architectural Committee shall be final on all matters submitted to it. Any Owner, Resident, or party aggrieved by a decision of the Residential Architectural Committee or by a decision of the Commercial Architectural Committee following the fifteen (15) year anniversary of the recordation of the Amended and Restated Declaration or upon relinquishment by the Declarant of its appointment rights as provided in Article XI, Section 1(b) herein, may appeal the decision to the Board of Directors in writing within fifteen (15) days following the date on the written notification of the decision of the governing Architectural committee and otherwise in accordance with procedures established by the Board. In the event the decision of the governing Architectural Committee is overruled by the Board on any issue or question, the prior decision of the governing Architectural Committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the governing Architectural Committee and shall be final. Members of the Architectural Committees shall not be entitled to compensation for their services, unless otherwise approved by the Board.

(c) The following sentence shall be added to the end of Article XI, Section 3 of the Declaration:

“In connection with any action taken by the Board of Directors relating to the appeal rights of Owners, Residents, or parties set forth in Article XI, Section 2 herein, the Board, each member of the Board, and each officer of the Board as may be appointed by the Board from time to time, shall be afforded the same rights and protections as are set forth in this Article XI, Section 3 for the Architectural Committees and members of the Architectural Committees.”