

When recorded, return to:
Tatum Ranch Community Association
29811 N. Tatum Boulevard
Cave Creek, Arizona 85331
Attention: Robert Wadlow



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2001-1139440 12/04/01 09:03
1 OF 1
P. 1/2/01

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

THIS FOURTH 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 14th day of November, 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 1, 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"). Thereafter, the Tatum Ranch Community Association, an Arizona non-profit corporation, amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, pursuant to the terms of a Second Certificate of Amendment to Amended and Restated Declaration for Tatum Ranch, Dated December 20, 2000, and recorded as document Recording Number 2001-005626, (the "Second Certificate of Amendment to Amended and Restated Declaration"). Thereafter, the Tatum Ranch Community Association, an Arizona non-profit corporation, amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration and Second Certificate of Amendment to Amended and Restated Declaration, pursuant to the terms of a Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated March 1, 2001, and recorded as Recording Number 2001-0160158, (the "Third Amendment to Amended and Restated Declaration"). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration and the Second Certificate of Amendment to Amended and Restated Declaration and the Third Amendment to Amended and Restated Declaration, shall be collectively referred to herein as the "Declaration".

B. Pursuant to the terms of Article XII, 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:

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

"Section 1. Establishment. Prior to the recordation of this document, there were two Architectural Committees, one Residential Architectural Committee, and one Commercial Architectural Committee. Hereinafter there shall be only one Architectural Committee, and anywhere in the governing documents or historical records and actions of the Tatum Ranch Community Association wherein there shall be, or have been, any references to the two prior Architectural Committees or to the governing Architectural Committee, or to the Commercial Architectural Committee, or to the Residential Architectural Committee, they shall now be amended, considered, interpreted, and treated to be one Architectural Committee as provided in the following. One Architectural Committee shall be established, which shall perform the functions set forth in this Declaration. The 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 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 Areas within Tatum Ranch. Members of the Architectural Committee need not be architects. Owners who are members of the Architectural Committee need not possess any special qualifications of any type.

(a) Election of Architectural Committee. The Architectural Committee shall consist of five regular members and one or more alternate members, (who are selected by the Architectural Committee members) all of whom must be Members of the Tatum Ranch Community Association. The members of the Architectural Committee shall be elected by a vote of all the Memberships in the Association. Election of the members of the Architectural Committee shall occur at the same time and in the same manner as the annual election of the Board of Directors. Committee members shall be elected for two (2) year terms (or until the next election or until replaced).

The terms for the Architectural Committee members shall be rotating terms with three Committee Members elected one year and two Committee Members elected the next year.

In first year of the elections under these provisions for rotating terms, the three candidates with the most votes will serve the two-year terms. The remaining two candidates shall serve a one-year term. Thereafter, all Architectural Committee members shall be elected to two (2) year terms (or until replaced).

In the event of temporary or permanent vacancies on the Architectural Committee, alternate member(s) selected by the Committee shall serve as a replacement(s) until the next election or until the regular member(s) is again available. Members of the Architectural Committee may be removed in the same manner as members of the Board of Directors, as further provided in the Bylaws."

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

"Section 2. Meetings, Guidelines, Right of Appeal. The Architectural Committee 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 the 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 Committee shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. Subject to the appeal rights available to Owners, Residents, and parties as hereinafter provided, the decision of the Architectural Committee shall be final on all matters submitted to it. Any Owner, Resident, or party aggrieved by a decision of the Architectural Committee 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 Architectural Committee and otherwise in accordance with procedures established by the Board. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the 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 Architectural Committee and shall be final. Members of the Architectural Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board."

(III) 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 Committee and members of the Architectural Committee."

(IV) Article IV, Section 2, subsection "(h) Antennas" of the Declaration is hereby deleted in its entirety and replaced with the following:

"(h). Satellite and Internet Antennae

Any Member wishing to install an antenna or satellite dish that is governed by the Federal Communications Commission shall comply with rules and regulations established by the Board of Directors and the guidelines established by the Architectural Committee when performing such installation. No other exterior television, internet, radio antenna or antenna of any sort shall be placed, allowed, or maintained upon any portion of the improvements to be located upon Tatum Ranch Community Association Lots, Parcels or Tracts, or upon any structure situated upon Tatum Ranch Community Association Lots, Parcels or Tracts, without the prior approval of the Architectural Committee.

It will be required that any cables leading from such installations be properly secured and painted the color of the surface to which it is attached, so that there will be no unsightly hanging cables on the exterior of homes.

Every attempt should be made to place the dish in an unobtrusive location. It should be noted that at the time this document was written, all satellite companies do not have satellites positioned to permit installation in the rear of the home. (Current Examples: One company has three satellites that are located to the southeast of Phoenix while another company has a satellite located north of Phoenix. Other company's satellites are located in other directions). If statutory law modifies the requirements for allowing the installation of antennas, this provision shall be considered to be amended to conform with any statutory requirements. "

(V) Article IV, Section 2, subsection "(l) Machinery and Equipment" of the Declaration is hereby deleted in its entirety and replaced with the following:

—“(1) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained in Tatum Ranch without the prior approval of the Architectural Committee, with the following exceptions, so long as, in the case of these exceptions, the operation of such equipment does not become a nuisance, as set forth in Article IV, Section 2(e) above;

(i) Privately owned power equipment used by the homeowner in connection with a hobby or normal home upkeep.

(ii) Equipment used in the construction or modification of an existing structure.

(iii) Equipment used by the contractors used in the maintenance of Tatum Ranch property.

(iv) Equipment used by any business located in the commercial areas of Tatum Ranch.”

(VI) Article IV, Section 2, subsection "(w) Roofs" of the Declaration is hereby deleted in its entirety and replaced with the following:

“(w) Roofs The installation of solar energy devices, such as are generally used for pool water or domestic water heating of homes, may be permitted on the roofs provided they are of a matte finish to prevent sun glare.

All such devices must be submitted to the Architectural Committee for approval prior to installation so that the best compromise between efficiency and neighborhood appearance may be found.

No air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a Dwelling Unit without the prior written consent of the governing Architectural Committee.

If statutory law modifies the requirements for allowing the installation of solar energy devices, this provision shall be considered to be amended to conform with any statutory requirements."

2. Certification. This shall certify that at an election duly called pursuant to the Articles and Bylaws of the Association and held for the purpose of amending the Declaration pursuant to the terms of this Certificate of Amendment, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of this amendment.

3. Definitions. For purposes of this Certificate of Amendment, unless otherwise defined herein, all terms used herein, including but not limited to, those terms used and/or defined above, shall have the respective meanings assigned to such terms in the Declaration.

4. Effect of this Certificate of Amendment. Except as modified pursuant hereto, the Declaration is hereby specifically ratified, restated and confirmed as of the effective date hereof. To the extent of conflict between the terms of this Certificate of Amendment and the Declaration, the terms of this Certificate of Amendment shall control. The Declaration and this Certificate of Amendment shall be read and construed as one agreement.

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment through its representatives duly authorized to execute this Certificate of Amendment and bind such entity to the terms and obligations herein contained on the day and year first written above. TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By James W. Houlahan, Jr.

President

ATTEST: Martin Bruckner

Secretary

Notary

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 14th day of November, 2001, by James W. Houlahan, Jr. and Martin Bruckner, both persons who is known to me.

My Commission expires:

5/03/03

Notary Public

