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WHEN RECORDED RETURN TO:

The Desert Mountain Master Association
Capital Consultants Management Corporation
8360 East Via de Ventura, Suite 100 Bldg L
Scottsdale, Arizona 85258-3172

**CERTIFICATE OF AMENDMENT TO
EXHIBIT E OF THE SECOND AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS,
CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS FOR
DESERT MOUNTAIN**

This Certificate of Amendment Exhibit E of the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Desert Mountain ("the Amendment") is made as of this 16 day of July, 2018, by the Desert Mountain Mater Association, Inc., an Arizona nonprofit corporation (the "Association") and shall take effect on January 1, 2019.

RECITALS

A. The Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Desert Mountain (the "Declaration") was recorded on June 21, 2011 at Instrument No. 2011-0517763 in the official records of the Maricopa County Recorder.

B. Article 4, Section 4.2 of the Declaration provides that the permitted uses and restrictions of the Lots, Parcels and Common Area set forth at Exhibit "E" to the Declaration may be amended, repealed or added to by the Board by recording a certificate of amendment, subject to the approval of the Members as set forth in Section 5.20 of the Declaration.

C. Article 5, Section 5.20 of the Declaration sets forth the procedure for approval of Major Decisions. All Major Decisions must first be approved by the Board of Directors. Thereafter, the Association must give notice to all Owners of the proposed Major Decision and their right to object to it. If more than ten percent (10%) of the Members object to the Major Decision in writing within forty-five (45) days after notice is given, the Major Decision may only be authorized if approved by eligible Members holding two-thirds (2/3) of the eligible votes in the Master Association who are present in person or by absentee ballot at a meeting of the Master Association called for this purpose.

D. In accordance with the foregoing procedures, this Certificate of Amendment was approved by the Board of Directors and by the eligible Members holding two-thirds (2/3) of the

eligible votes in the Master Association who were present in person or by absentee ballot at a meeting of the Master Association called for this purpose.

AMENDMENT

NOW, THEREFORE, Exhibit E to the Declaration is amended as follows, effective January 1, 2019:

Section 1.2.2 of Exhibit "E," "Leasing Restrictions," is amended and restated in its entirety as follows:

1.2.2 Leasing Restrictions. For purposes of this Section 1.2.2, the term "Eligible Renter(s)" shall refer to and include individuals and/or entities that are Members of the Association (as set forth in the Master Declaration at Section 6.1) and/or individuals and/or entities that are Members of the Desert Mountain Club. "Ineligible Renter(s)" shall refer to those individuals and/or entities that are neither Members of the Association nor Members of the Desert Mountain Club. Occupancy of an entire Lot, including any and all buildings located thereon, but not less than the entire Lot, including any and all buildings located thereon, may be granted to a tenant from time to time by the Owner, subject to the provisions of the Master Declaration and the Association Rules. Before the commencement of each lease term, the Owner of the Lot shall provide the DMMA with written notice to the DMMA of the names and contact information of the lessee(s) and each other adult person who will reside in the Lot, including any and all buildings located thereon, during the lease term, and the term of the lease, including the commencement date and expiration date.

No Lot, including any and all buildings located thereon, shall be leased to an Ineligible Renter(s) for a term of less than thirty (30) days, and no Owner may advertise his or her Lot, including any and all buildings located thereon, as available to an Ineligible Renter(s) for a lease term of less than thirty (30) days in duration. A Lot, including any and all buildings located thereon, may, however, be leased to an Eligible Renter(s) for a term that is less than thirty (30) days in duration. Home exchanges (also referred to as home swapping), through which parties offer each other lodging in each other's homes for a period of time without a monetary exchange, are permitted for a term of not less than seven (7) days. In addition, if the Board of Directors creates and/or adopts a "rental registration form", the Owner shall submit such form to the Master Association for every rental. Any agreement for the lease of a Lot, including any and all buildings located thereon, must be expressly subject to the Governing Documents of the Master Association.

Except as expressly amended by this Certificate of Amendment, Exhibit E to the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Certificate of Amendment and Exhibit E to the Declaration, this Certificate of Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this Certificate of Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, the Desert Mountain Master Association, Inc., an Arizona nonprofit corporation, has executed this Certificate of Amendment as of the day and year first above written.

DESERT MOUNTAIN MASTER ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: *[Signature]*
Its: PRESIDENT

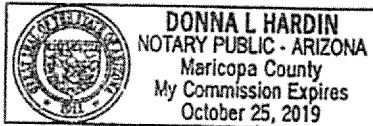
State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 16th day of July, 2018 by Richard Sherman, the President of the Desert Mountain Master Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

Unofficial Document

[Signature]
Notary Public

My Commission Expires:



SECRETARY'S ATTESTATION

I, J Derek Hill, being the duly elected Secretary of the Desert Mountain Master Association, Inc., hereby attest that the foregoing Amendment to Exhibit E was approved in accordance with the procedures set forth in Article 4, Section 4.2 and Article 5, Section 5.20 of the Declaration.

By: J Derek Hill

Secretary, Desert Mountain Master Association, Inc.

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 16th day of July, 2018, by James D. Hill, the Secretary of the Desert Mountain Master Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

Unofficial Document

Donna L Hardin
Notary Public

My Commission Expires:

