

LAWYERS TITLE OF ARIZONA, INC.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20091152130 12/16/2009 02:58
20091216-3-1-1--
ELECTRONIC RECORDING

COURTESY RECORDING
NO TITLE LIABILITY

When recorded, return to:

Gordon E. Hunt, Esq.
Biskind Hunt, PLC
11201 N. Tatum Boulevard
Suite 330
Phoenix, AZ 85028

Reference:
Instrument No. 96-0868790 and
Instrument No. 99-0673268

20091216 - RLC

**SECOND AMENDMENT TO
DC RANCH COMMUNITY COUNCIL
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND EASEMENTS**

THIS Second Amendment to DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements ("**Amendment**") is made by DC Ranch, L.L.C., an Arizona limited liability company ("**Declarant**") on the date set forth on the signature page below.

RECITALS

WHEREAS, DC Ranch Community Council Declaration of Covenants and Easements was recorded on December 13, 1996 in the official records of Maricopa County, Arizona, Recorder as Instrument No. 96-0868790, which was replaced and superseded in its entirety by that DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements recorded on July 16, 1999 in the official records of Maricopa County, Arizona, Recorder as Instrument No. 99-0673268 (collectively, the "**Declaration**"); and

WHEREAS, Declarant desires to amend the Declaration; and

WHEREAS, pursuant to Section 15.6(a) of the Declaration, the Declaration may be amended unilaterally by Declarant for so long as Declarant owns any portion of the real property described in Exhibits "A" or "B" to the Declaration if such amendment does not materially and adversely affect title to any individually owned property; and

WHEREAS, Declarant owns a portion of the real property described in Exhibits "A" and "B" to the Declaration; and

WHEREAS, this Amendment does not materially and adversely affect title to any individually owned property;

NOW, THEREFORE, the Declaration is amended as set forth below. Capitalized terms not defined herein shall have the meaning set forth in the Declaration.

1.

Section 5.5 is stricken in its entirety and the following substituted therefor:

5.5 Format, Powers and Functions of Governing Board. The Community Council shall act through its Board of Directors. The Board shall have all the powers provided under Arizona law and may exercise such powers in its business judgment in order to accomplish the goals and objectives of the Community Council and the DC Ranch community as set forth in this Declaration and in resolutions the Community Council may adopt. These goals and functions shall include creative uses of the Area of Common Responsibility and amenities to draw people together and shall include programs and processes meeting the needs of heterogeneous groups while retaining the overall homogeneous quality of the DC Ranch community.

The Community Council, acting as a board of directors as contemplated under Arizona law, shall consist of seven persons comprised of a chairperson and six others. One of the seven shall also be a member of The Covenant Commission (the "**Commissioner/Council Director**"). The identity of the Commissioner/Council Director shall be determined in the sole discretion of Declarant so long as Declarant has the right to appoint and remove members of The Covenant Commission in accordance with The Covenant at DC Ranch recorded in the official records of the Maricopa County Recorder as Instrument No. 97-0298843 (as may be amended, "**The Covenant**"). After Declarant no longer has the right to appoint and remove members of The Covenant Commission, the member of The Covenant Commission who shall also serve as the Commissioner/Council Director shall be determined in the Board's sole discretion.

The Community Council, in its discretion, may appoint one or more committees to further the mission of the organization. The committees shall perform such tasks as the Community Council deems appropriate, except that the Community Council shall not delegate policy-making authority or ultimate responsibility for any of the Community Council's duties. As such, committee programs, policies and procedures will be overseen by the Board of Directors. Any committee created shall be comprised of at least three members, who shall serve for such periods as the Community Council may designate by resolution. The committee's actions shall be governed and tested by the standard of care set forth in Section 5.6 below.

The Community Council also shall meet with the Ranch Liaison Committee, which will act as a liaison for the exchange of ideas between the Community Council and owners of property subject to this Declaration, as more particularly described in Section 6.8.

The Community Council is authorized, but not obligated, to utilize computer voting and to employ cable television and other electronic methods for its meetings, assessment collection and other appropriate activities so as to provide the broadest possible, relevant participation or observation of its decision making processes.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 9th day of December, ~~2008~~ 2009.

DC RANCH L.L.C., an Arizona limited liability company

By: DMB Property Ventures Limited Partnership, a Delaware limited partnership, administrative member

By: DMB GP, Inc., an Arizona corporation, general partner

By: Beams
Name: Andrew Beams
Its: VP

STATE OF ARIZONA

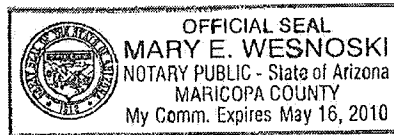
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 9th day of December, 2009 by Andrew Beams, _____ of DMB GP, Inc., an Arizona corporation, for and on behalf of the corporation as the general partner of DMB Property Ventures Limited Partnership, a Delaware limited partnership, for and on behalf of the limited partnership as the administrative member of DC Ranch L.L.C., an Arizona limited liability company, for and on behalf of the limited liability company.

(SEAL)

Mary E. Wesnoski
Notary Public

My commission expires: 5-16-2010



4832/CA Docs/A&R Docs/Community Council/Declaration-First Amend to A&R Comm Council Dec-080508-jlb