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WHEN RECORDED, RETURN TO:

Gallagher & Kennedy, P.A.
2575 E. Camelback Road, 11th Floor
Phoenix, Arizona 85016-9225
Attention: David Durfee

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MOUNTAINVIEW RANCH**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAINVIEW RANCH (the "Second Amendment") is made as of the 30th day of April, 2003, by CRESLEIGH HOMES ARIZONA, INC., an Arizona corporation ("Declarant").

RECITALS

A. Declarant previously executed and caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Mountainview Ranch, dated April 19, 2002, recorded April 22, 2002, in **Instrument No. 2002-0408223** of the Official Records of Maricopa County, Arizona (the "Declaration"), incorporated herein by reference.

B. There was subsequently recorded that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Mountainview Ranch North Homeowners Association, dated May 29, 2002, recorded May 30, 2002, in **Instrument No. 2002-0553670** of the Official Records of Maricopa County, Arizona (the "First Amendment"), incorporated herein by reference.

C. As of the date hereof, no Class A Membership exists pursuant to the Declaration.

D. This Second Amendment is being made pursuant to Section 11.16(A) of the Declaration, providing that until such time as there is a Class A Membership, an amendment to the Declaration shall be immediately effective when executed by Declarant and recorded in the official records of Maricopa County, Arizona.

AMENDMENT

The Declaration is hereby further amended as follows:

1. This Second Amendment is effective as of the date of recordation. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Declaration, as previously amended.

2. Section 6.26 of the Declaration is hereby deleted in its entirety and the following is hereby substituted in its place:

Vehicles. Except with the prior approval of the Architectural Committee, no mobile home, motor home, trailer, truck with a capacity of more than three-quarter tons, camper, boat or any other type of recreational vehicle shall be kept, placed, maintained, constructed, reconstructed or repaired within the Project, nor shall any of such named vehicles be permitted to park on or adjacent to an Owner's Lot for more than 48 hours in any 7 day period; except that any such named vehicle may be parked on an Owner's Lot behind a wall or fence without any such restrictions so long as the vehicle is not Visible From Neighboring Property.

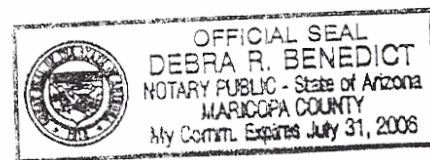
3. The First Amendment is hereby confirmed as amending the Declaration. Except as amended hereby and by the First Amendment, the Declaration is confirmed as being in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Mountainview Ranch has been executed as of the day and year first above written.

CRESLEIGH HOMES ARIZONA, INC., an Arizona corporation

By Wade J. Kempton
Wade J. Kempton
Its Vice President

STATE OF ARIZONA)
) ss
County of Maricopa)



Acknowledged before me this 30th day of April, 2003, by CRESLEIGH HOMES ARIZONA, INC., an Arizona corporation, by Wade J. Kempton, its Vice President

Debra R. Benedict
Notary Public

My commission expires:
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