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***SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
AND OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SHADOW MOUNTAIN VILLAS CONDOMINIUM***

***THIS SECOND AMENDMENT*** to Declaration of Condominium and of Covenants, Conditions and Restrictions for Shadow Mountain Villas Condominium (the "***Second Amendment***") is made this 4<sup>th</sup> day of April, 2006, by ***SHADOW MOUNTAIN VILLAS, L.L.C.***, an Arizona limited liability company (the "***Declarant***").

**RECITALS:**

(A) On February 8, 2006, Declarant caused a Declaration of Condominium and of Covenants, Conditions and Restrictions to be Recorded for Shadow Mountain Villas Condominium at Instrument No. 2006-0181307 in the Official Records of the Maricopa County, Arizona Recorder (the "***Initial Declaration***"). Declarant amended the Initial Declaration to conditionally annex the Future Annexable Property by First Amendment Recorded on February 9, 2006 at Instrument No. 2006-0190500 (the "***First Amendment***") in the Official Records of the Maricopa County, Arizona Recorder (collectively, the Initial Declaration and the First Amendment are referred to herein as the "***Declaration***"). The Declaration subjects certain real property described on **Schedule 1** to this Second Amendment, to a Condominium pursuant to the Condominium Act, subject to the further provisions of the Declaration. Declarant is presently the Owner of all of the Units in the Condominium and, therefore, may amend the Declaration unilaterally.

(B) Declarant desires to revise certain provisions in the Declaration.

(C) Capitalized terms used in this Second Amendment without definition shall have the meanings given to such terms in the Declaration. **Schedule 2** to this Second Amendment sets forth the new **Exhibit C** added to the Declaration as further provided in Paragraph 1 below.

***NOW, THEREFORE***, the Declarant hereby declares and amends the Declaration as follows:

I. The second sentence of Section 4.6 is hereby amended and restated in its entirety to read as follows:

“No more than two (2) dogs may occupy any Unit regardless of size or weight and no dog being kept in a Unit may weigh more than fifty (50) pounds.”

2. The last sentence of Section 4.6 is hereby amended and restated in its entirety to read as follows:

“The right of Unit Owners, Lessees and other Residents to maintain house pets within the Condominium is expressly subject to the right of the Board of Directors to adopt Rules prospectively further restricting: (a) the size of such pets; (b) the number of such pets kept within any Unit; and (c) the types or breeds of dog or other pets which may be so maintained while “grandfathering” pets in compliance with this Section 4.6 and then current pet Rules and which are not a nuisance.”

3. Section 4.12(A) is hereby amended and restated in its entirety to read as follows:

“(A) The Board shall assign one (1) covered parking space to each Unit for the parking of Family Vehicles, provided, further however, the Board shall have the right to change the assignments of numbered parking spaces in the exercise of its reasonable discretion to accommodate handicapped Residents or to more equitably distribute the walking distances between Units and parking areas as long as each Unit is assigned one covered parking space. The initial assignment of parking spaces is set forth on Exhibit C attached hereto and incorporated herein by this reference. In <sup>Unofficial Document</sup> the case of a discrepancy between the numbers and locations of parking spaces shown on the Plat and the numbered spaces as marked by signs or painted designations on-site, the on-site designations shall govern.”

4. The third sentence of Section 4.12(C) is hereby amended and restated in its entirety to read as follows:

“In no event may any Vehicle be parked along the private drives or roads within the Condominium outside of a designated parking stall (covered or uncovered) and in no event may any Family Vehicle be parked within any parking stall in the Condominium, regardless of whether the parking space is assigned to a Unit whose Unit Owner, Resident or Invitee owns or operates the Family Vehicle, if the Family Vehicle does not fit entirely within the painted lines of the parking stall and/or extends beyond the designated length of the parking space.”

5. The first three sentences of Section 12.17 are hereby amended and restated in their entirety to read as follows:

“The Association shall have the right, but not the obligation, to record a written notice of a violation (“*Notice of Violation*”) by any Unit Owner of any restriction or provision of the Condominium Documents. The Notice of Violation shall be executed and acknowledged by an officer of the Association, or its Managing Agent, if any, and shall contain substantially the following information: (i) the name of the Unit Owner; (ii) the legal description of the Unit against which the notice is being Recorded; (iii) a brief description of the nature of the violation;

(iv) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent Purchaser of the Unit that there is a violation of the provisions of the Condominium Documents; provided, further, however, that: (i) a Notice of Violation may be given by any manner other than Recording permitted by applicable law and (ii) such Notice of Violation shall not serve as final establishment of the amount secured by the Association's Assessment Lien unless otherwise expressly permitted by this Declaration, the Condominium Act or other applicable law."

The balance of Section 12.17 shall remain unchanged.

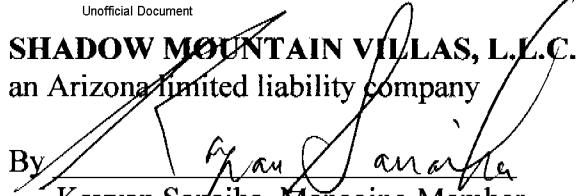
6. Except as expressly modified hereby, the Declaration, shall remain unchanged and in full force and effect, provided, further, however, in the event of a conflict between the Declaration and the terms of this Second Amendment, this Second Amendment shall prevail. Nothing contained in this Second Amendment, however, shall be construed as changing the Effective Date of any Phase of the Future Annexable Property as provided in the Declaration.

**IN WITNESS WHEREOF**, the Declarant has executed this Second Amendment on the day and year first set forth above.

**DECLARANT:**

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**SHADOW MOUNTAIN VILLAS, L.L.C.**  
an Arizona limited liability company

By   
Kayvan Sanaiha, Managing Member

STATE OF ARIZONA     )  
                                          )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 5 day of April, 2006, before me, the undersigned notary public in and for said county and state, by KAYVAN SANAIHA, the Managing Member of Shadow Mountain Villas, L.L.C., an Arizona limited liability company, for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto place my hand and seal.

  
Notary Public

My Commission Expires:  
12-31-08



**DESTA EISENMAN**  
Notary Public - Arizona  
Maricopa County  
Expires 12/31/08

**SCHEDULE 1 TO SECOND AMENDMENT**

Units 1001 through 1264, inclusive, according to the Declaration of Condominium and of Covenants, Conditions and Restrictions Recorded on February 8, 2006 at Instrument No. 2006-0181307, and amended by First Amendment Recorded on February 9, 2006 at Instrument No. 2006-0190500 and the Plat of SHADOW MOUNTAIN VILLAS CONDOMINIUM Recorded in Book 812 of Maps, page 13; as amended by Certificate of Correction Recorded February 24, 2006 at Instrument No. 2006-0255063 and re-Recorded on March 31, 2006 at 2006-0434308 and at Instrument No. 2006-0437443 and by Certificate of Correction Recorded February 24, 2006 at Instrument No. 2006-0255064, all of which are Recorded in the Official Records of the Maricopa County, Arizona;

TOGETHER WITH an undivided interest in the Common Elements.

**SCHEDULE 2 TO SECOND AMENDMENT**

**EXHIBIT C**

**UNIT PARKING ASSIGNMENTS**

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Unit #	Space #	Unit #	Space #	Unit #	Space #	Unit #	Space #
1001	259	1043	191	1085	100	1127	3
1002	257	1044	190	1086	97	1128	2
1003	256	1045	235	1087	75	1129	1
1004	258	1046	194	1088	74	1130	6
1005	255	1047	154	1089	73	1131	5
1006	242	1048	152	1090	72	1132	4
1007	254	1049	153	1091	71	1133	44
1008	227	1050	131	1092	70	1134	45
1009	226	1051	130	1093	34	1135	18
1010	225	1052	129	1094	35	1136	17
1011	223	1053	128	1095	36	1137	9
1012	222	1054	127	1096	37	1138	15
1013	221	1055	126	1097	76	1139	43
1014	224	1056	203	1098	77	1140	42
1015	260	1057	206	1099	110	1141	40
1016	261	1058	202	1100	109	1142	41
1017	262	1059	207	1101	108	1143	39
1018	265	1060	204	1102	111	1144	38
1019	264	1061	205	1103	112	1145	51
1020	263	1062	201	1104	113	1146	61
1021	214	1063	116	1105	24	1147	54
1022	215	1064	117	1106	20	1148	47
1023	216	1065	118	1107	22	1149	48
1024	217	1066	119	1108	31	1150	49
1025	218	1067	114	1109	32	1151	52
1026	219	1068	125	1110	33	1152	53
1027	213	1069	124	1111	30	1153	46
1028	212	1070	123	1112	29	1154	55
1029	208	1071	122	1113	28	1155	56
1030	209	1072	121	1114	27	1156	57
1031	210	1073	120	1115	26	1157	59
1032	211	1074	115	1116	25	1158	60
1033	195	1075	96	1117	11	1159	58
1034	196	1076	98	1118	10	1160	68
1035	197	1077	99	1119	16	1161	62
1036	198	1078	105	1120	23	1162	63
1037	199	1079	106	1121	21	1163	50
1038	220	1080	107	1122	7	1164	69
1039	200	1081	104	1123	8	1165	66
1040	155	1082	103	1124	14	1166	67
1041	193	1083	102	1125	13	1167	133
1042	192	1084	101	1126	12	1168	132

Unit #	Space #	Unit #	Space #	Unit #	Space #
1169	80	1188	136	1230	238
1170	81	1189	135	1231	240
1171	82	1190	134	1232	241
1172	83	1191	86	1233	236
1173	65	1192	85	1234	239
1174	64	1193	138	1235	228
1175	87	1194	139	1236	229
1176	88	1195	140	1237	230
1177	89	1196	141	1238	231
1178	79	1197	148	1239	176
1179	78	1198	144	1240	184
1180	84	1199	143	1241	183
1181	95	1200	142	1242	182
1182	91	1201	145	1243	175
1183	92	1202	147	1244	179
1184	93	1203	146	1245	172
1185	94	1204	149	1246	173
1186	90	1205	157	1247	185
1187	137	1206	156	1248	178
1188	136	1207	151	1249	180
1189	135	1208	150	1250	186
1190	134	1209	232	1251	181
1191	86	1210	233	1252	174
1192	85	1211	234	1253	177
1193	138	1212	187	1254	244
1194	139	1213	162	1255	245
1195	140	1214	164	1256	252
1196	141	1215	166	1257	243
1197	148	1216	168	1258	253
1198	144	1217	169	1259	246
1199	143	1218	167	1260	248
1177	89	1219	165	1261	250
1178	79	1220	171	1262	251
1179	78	1221	158	1263	249
1180	84	1222	159	1264	247
1181	95	1223	170	1265	No Space
1182	91	1224	163		
1183	92	1225	161		
1184	93	1226	160		
1185	94	1227	188		
1186	90	1228	189		
1187	137	1229	237		