

WHEN RECORDED RETURN TO:

Carpenter, Hazlewood, Delgado & Bolen, LLP
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

MIARBEL0001AMD-5-1-1--
Garcia

**AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MIRABEL**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mirabel (“the Amendment”) is made as of this 22 day of March, 2019, by Mirabel Community Association, Inc., an Arizona nonprofit corporation (the “Association”).

RECITALS

A. The *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mirabel* was recorded on February 22, 2001 as Instrument Number 2001-0130259 and re-recorded for the purpose of correcting the table of contents and page numbering on March 30, 2001 as Instrument Number 2001-0257677 and Instrument Number 2001-0257680; on December 14, 2004 the *Amendment to Declaration* was recorded as Instrument Number 2004-1464940; on November 2, 2005 the *Amendment to Declaration* was recorded as Instrument Number 2005-1663618; and on March 28, 2007 the *Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mirabel* was recorded as Instrument Number 2007-0365312 all in the official records of the Maricopa County Recorder and collectively referred to herein as the “Declaration”.

B. Pursuant to the Declaration at Article 18, Section 18.1, the Declaration may be amended by approval of two-thirds of the Members of the Association, with the prior approval by a majority of the Board of Directors.

C. This Amendment has been approved by two-thirds of the Members of the Association and by a majority of the Board of Directors.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. The Declaration at Article 7, Section 7.3.2 shall be restated as follows:

7.3.2 Not later than 30 days prior to the beginning of each fiscal year of the Association (starting with the first full fiscal year after the sale of the first Lot to a Retail Purchaser), the

Association shall make available for review by each Owner at the Association's office during reasonable times a pro forma operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Expenses to be incurred for the fiscal year. The Association shall at that time determine the amount of the Regular Assessment to be paid by each Owner and notify each Owner thereof. Each Owner shall thereafter pay to the Association the Owner's Regular Assessment at such regular intervals as may be determined by the Board, from time to time. Each installment shall be due and payable on the date set forth in the written notice sent to Owners. The fiscal year of the Association shall be the calendar year, unless otherwise specified in the Articles or Bylaws.

2. The Declaration at Article 12, Section 12.1 shall be restated as follows:

12.1 Appointment of Design Review Committee. Subject to Section 12.7, the Association shall have a Design Review Committee consisting of members appointed by the Board. Individuals appointed to the Design Review Committee shall be Owners. At least one member of the Board shall serve on the Design Review Committee as its Chairperson. The Board, in its sole discretion, may engage licensed design professionals in the fields of architecture, landscape architecture, building and/or engineering as consultants to the Design Review Committee. The Design Review Committee may contract and/or assign some of the Design Review Committee's administrative duties, but not authority, to any qualified design professional as needed.

3. The following Section 13.26 shall be added to the Declaration at Article 13:

13.26 Leasing.

13.26.1 No Owner may lease or rent less than the entire Lot. No fraction or portion of a Lot may be leased or rented. For the purposes of this Section 13.26, the use of "lease" or "rent" or any variation thereof, is intended to include those occupancies subject to the Arizona Landlord and Tenant Act, A.R.S. § 33-301 et. seq. and 33-1301 et. seq., or possessory real estate contracts.

13.26.2 All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and all rules and restrictions promulgated thereunder (collectively referred to a "Governing Documents") and that any violation of the Governing Documents by the lessee, sublessees, assignees, or other occupants shall be a default under the lease. Any sublease or assignment of a lease shall be for the entire remainder of the lease term.

13.26.3 No Lot may be leased for a term of less than thirty (30) days, and no Lot shall be leased more than four times during any twelve (12) month period. Any lease or rental agreement for a term of less than thirty (30) days is a "short-term rental." Short-term rentals are expressly prohibited.

13.26.4 No Lot may be advertised as available on a short-term rental basis, i.e. for a term of less than thirty (30) days. No Lot may be advertised as a "vacation rental" for "temporary lodging" or for any other purpose considered transient in nature.

13.26.5 At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (a) the commencement date and expiration date of the lease term; (b) the names and contact information of each of the lessees and each other adult person who will reside at the Lot during the lease term; (c) description and the license plate numbers of the lessees' vehicles; and (d) the address and telephone number at which the Owner, or authorized representative of the owner, and any emergency contact, can be contacted by the Association during the lease term. The Owner shall also provide the Association with a written document signed by the lessee acknowledging receipt of copies of the Governing Documents and agreement to comply. The Owner shall be liable for any violation of Governing Documents by the lessees, sublessees, assignees, or other persons residing at the Lot and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any violations.

13.26.6 Gate transponders will not be issued to lessees. It is the policy of the Board of Directors to limit the issuance of transponders to Owners only. Transponders utilized by any vehicle other than the one issued will be immediately deactivated.

13.26.7 Owners of Lots leased or rented prior to the effective date of this Amendment shall, within thirty (30) days thereafter, provide the Association with the information required in Section 5 above.

13.26.8 The Board of Directors reserves the right to grant a variance or exception to the lease restrictions, if circumstances warrant as determined in the sole discretion of the Board of Directors.

13.26.9 Notwithstanding the foregoing, lease restrictions shall only apply to lease or rental agreements entered into after the effective date of this Amendment.

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

IN WITNESS WHEREOF, this Amendment is adopted by two-thirds of the Members of the Association and by a majority of the Board of Directors pursuant to the Declaration at Section 18.1 on the date as set forth above.

MIRABEL COMMUNITY ASSOCIATION
an Arizona nonprofit corporation

By: *Judi Bennett*
Name: Judi Bennett
Its: President

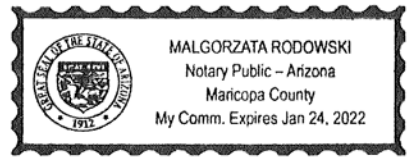
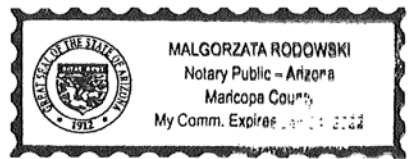
Date: 3/22/2019

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 22 day of March, 2019 by Judi Bennett, the President of Mirabel Community Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: 1/24/2022

Malgorzata Rodowski
Notary Public



SECRETARY'S ATTESTATION

I, V. James Robinson, being the duly elected Secretary of Mirabel Community Association, Inc., hereby attest that the foregoing Amendment was approved by two-thirds of the Members of the Association and by a majority of the Board of Directors.

By: V. James Robinson
Name: V. James Robinson
Its: Secretary

Date: 3/22/19

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 22 day of March, 2019 by V. James Robinson, the Secretary of Mirabel Community Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: 1/24/2022

Malgorzata Rodowski
Notary Public

