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WHEN RECORDED, RETURN TO:

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**THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR WOODLAND PARK**

This Third Amendment to Declarations of Restrictions for Woodland Park (the "Third Amendment") is made by Woodland Park Improvement Association, Inc., an Arizona non-profit corporation ("Declarant"), to be made effective this 30th day of March, 2009.

RECITALS

WHEREAS, that certain document known as the Declaration of Restrictions (the "Declaration") for Declarant was recorded on April 10, 1968, at Docket 7045, Page 311 in the official records of Maricopa County, Arizona;

WHEREAS, Section C(6)(K) of the Declaration provides that the Declaration may be amended by an instrument in writing, executed and acknowledged by the owners of not less than a majority of the following described property:

Lots 1 to 24, inclusive, and Tracts A through L, inclusive, Woodland Park, as recorded in Book 116 of Maps, page 9, records of Maricopa County, Arizona (the "Planned Area Development");

WHEREAS, a majority of the owners of the Planned Area Development, hereby consent to and concur with the Third Amendment, as set forth in Exhibit "A" attached hereto, amending Section A to include Tract I; amending Section A(3) to change the use of Tract I; amending Section A(14) to remove Tract I; and amending Section (C)(1) to remove Tract I.

THEREFORE, the Declaration is amended as follows:

AMENDMENTS

1. Section A. The following bolded words shall be added to Section A:
 - A. **Parcels 1 through 24 inclusive, and Tract I**, as designated on said Plat, shall be subject to the following express covenants, restrictions, and regulations:

2. Section A(3). Section A(3) is hereby replaced in its entirety by the following language:
 - (3) Wherever the word "Parcel" or "Parcels" is used in this Declaration of Restrictions, such words shall include "Tract I."

3. Section A(13). The letter "I" identifying "Tract I" in the first sentence of Section A(13) shall be removed and the first sentence of Section A(13) shall read in its entirety as follows:
 - (13) Woodland Park Improvement Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall acquire and hold title to Tract A, B, C, D, E, F, G, H, J, K, and L, together with the improvements thereon, and shall have the right to hold title to any other property or rights in property it may acquire, including but not limited to any Parcel in the Planned-Area Development.

The other sentences in Section A(13) shall continue in full force and effect.

4. Section A(14). The letter "I" identifying "Tract I" in the second sentence of Section A(14) shall be removed and the second sentence of Section A(14) shall read in its entirety as follows:

Woodland Park Improvement Association, Inc. shall take and provide such appropriate action as it deems necessary in accordance with this Declaration, its Articles of Incorporation and By-Laws for the proper maintenance and upkeep of Tracts A, B, C, D, E, F, G, H, J, K and L and other commonly held areas, if any, in the Woodland Park Planned-Area Development.

The other sentences in Section A(14) shall continue in full force and effect.



5. Section (C)(1). The letter "I" identifying "Tract I" in the first sentence of Section (C)(1) shall be removed and Section (C)(1) shall read in its entirety as follows:

(1) Woodland Park Improvement Association, Inc. shall develop, maintain, operate and otherwise manage Tract A, B, C, D, E, F, G, H, J, K and L as shown on the plat of said Planned-Area Development, together with any other land held by it, and the improvements thereon, and shall pay all real estate taxes which may be assessed against and levied upon said tracts and any improvement located or constructed thereon, and all premiums for hazard and public liability, fire, windstorm, glass breakage and water damage insurance, together with other costs and expenses relating to management and maintenance thereof.

5. Affirmation. Except as specifically amended by this Third Amendment, the Declaration shall continue in full force and effect. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Declaration, this Third Amendment shall prevail and control.

DATED this 30th day of March, 2009.

Woodland Park Improvement Association, Inc.

By: 
Its: 

STATE OF ARIZONA)
)ss.
County of Maricopa)

On this 30 day of March, 2009, before me personally appeared Mary Gerdt, who acknowledged himself/herself to be the President of Woodland Park Improvement Association, Inc., an Arizona non-profit corporation, and that he/she as such agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such agent.




Notary Public

My Commission Expires:
May 30, 2012

EXHIBIT "A"TO THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR WOODLAND PARK

1. Section A. The following bolded words shall be added to Section A:
 - A. **Parcels 1 through 24 inclusive, and Tract I,** as designated on said Plat, shall be subject to the following express covenants, restrictions, and regulations:

2. Section A(3). Section A(3) is hereby replaced in its entirety by the following language:
 - (3) **Wherever the word "Parcel" or "Parcels" is used in this Declaration of Restrictions, such words shall include "Tract I."**

3. Section A(13). The letter "I" identifying "Tract I" in the first sentence of Section A(13) shall be removed and the first sentence of Section A(13) shall read in its entirety as follows:
 - (13) **Woodland Park Improvement Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall acquire and hold title to Tract A, B, C, D, E, F, G, H, J, K, and L, together with the improvements thereon, and shall have the right to hold title to any other property or rights in property it may acquire, including but not limited to any Parcel in the Planned-Area Development.**

The other sentences in Section A(13) shall continue in full force and effect.

4. Section A(14). The letter "I" identifying "Tract I" in the second sentence of Section A(14) shall be removed and the second sentence of Section A(14) shall read in its entirety as follows:

Woodland Park Improvement Association, Inc. shall take and provide such appropriate action as it deems necessary in accordance with this Declaration, its Articles of Incorporation and By-Laws for the proper maintenance and upkeep of Tracts A, B, C, D, E, F, G, H, J, K and L and other commonly held areas, if any, in the Woodland Park Planned-Area Development.

The other sentences in Section A(14) shall continue in full force and effect.

5. Section (C)(1). The letter "I" identifying "Tract I" in the first sentence of Section (C)(1) shall be removed and Section (C)(1) shall read in its entirety as follows:

- (1) Woodland Park Improvement Association, Inc. shall develop, maintain, operate and otherwise manage Tract A, B, C, D, E, F, G, H, J, K and L as shown on the plat of said Planned-Area Development, together with any other land held by it, and the improvements thereon, and shall pay all real estate taxes which may be assessed against and levied upon said tracts and any improvement located or constructed thereon, and all premiums for hazard and public liability, fire, windstorm, glass breakage and water damage insurance, together with other costs and expenses relating to management and maintenance thereof.