

WHEN RECORDED, RETURN TO:

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041130388 09/28/2004 09:18
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ELECTRONIC RECORDING

**CERTIFICATE OF SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS
FOR
SIENNA**

This Certificate of Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Sienna (this "Amendment") is made as of this 16th day of September, 2004:

Recitals

A. A Declaration of Covenants, Conditions, Restrictions and Easements for Sienna was recorded on December 10, 2003, as Document No. 20031676728 and a Certificate of Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Sienna was recorded on March 23, 2003, as Document No. 20030295214, both in the records of Maricopa County, Arizona, (collectively, the "Declaration").

B. The members of the Association desire to amend the Declaration to provide for irrigation of Common Area Tract U by using water from the adjacent Lot 36.

D. Pursuant to Section 14.01(A) of the Declaration, this Amendment has been approved by the Owners of not less than seventy-five percent (75%) of the votes of each class of membership in the Association.

Amendment

NOW, THEREFORE, the Declaration is amended and supplemented as follows:

1. Recitals and Definitions Incorporated. The recitals set forth above are by this reference incorporated herein. All terms which are capitalized in this Amendment, thereby indicating their use as defined terms, shall have the meaning given to such terms in the Declaration unless otherwise defined herein.

2. Tract U Irrigation.

- a. Tract U as shown on the Plat is Common Area to be owned and maintained by the Association. As currently constructed, Tract U does not have a source of irrigation water for the landscaping located thereon. To provide irrigation to the landscaping located on Tract U in the most efficient and economic manner, the Association shall install an irrigation line and related equipment (collectively, the "**Irrigation Line**") from and across the front of the adjacent Lot 36 to Tract U in a location approximately as described and depicted on Exhibit "A" attached hereto and connect the Irrigation Line to the water supply for Lot 36. The Association shall be entitled to use water (without any limitation on quantity) from Lot 36 as the Association deems reasonably necessary for the irrigation of the landscaping on Tract U (but not for any other Common Area or purpose) as such landscaping may be changed from time to time. At no time shall the landscaping on Tract U include grass but may include any number of plants, bushes and trees that are consistent with the Common Area landscaping within the Project.
- b. The Association shall install and maintain the Irrigation Line at its sole cost and the Owner of Lot 36 shall have no obligation to repair or maintain the Irrigation Line except to the extent any damage is caused to the Irrigation Line by the negligent act of such Owner or its guests.
- c. The Association shall have an easement over, under and across the front yard of Lot 36 within an area (the "**Easement Area**") reasonably necessary for the installation, location, and maintenance of the Irrigation Line and shall have an easement for reasonable access over and across Lot 36 for the purpose of accessing the Easement Area for installation, inspection and maintenance of the Irrigation Line (the "**Easement**"). At no time shall any improvements (except as previously approved in writing by the Association) be constructed within the Easement Area to the extent any such improvements would interfere with the Easement granted herein. The owner of Lot 36 shall be responsible for any damage to the Irrigation Line which may be caused by any such improvements by the owner and the Association shall have the right to cause any such improvements to be removed, at the Lot owner's expense, to the extent such improvements interfere with the Association's rights hereunder. After installation or any maintenance of the Irrigation Line, the Association shall repair any damage caused thereby to Lot 36.
- d. The Owner of Lot 36 shall maintain water service to Lot 36 and shall not take any action to diminish or interfere with the water delivered to Tract U through the Irrigation Line or any other rights of the Association as set forth herein.

e. The rights, Easement and Discount (as defined below) provided herein shall automatically terminate at such time as the Association determines it no longer needs water from Lot 36 for the irrigation of Tract U and delivers written notice to the Owner of Lot 36 terminating its rights hereunder. Promptly after termination and at the request of the Owner of Lot 36, the Association shall cause the Irrigation Line to be removed from Lot 36 at the Association's sole expense. Such termination shall not require the recording of any written notice of termination; provided, however, the Association may in its discretion record a written notice of termination.

3. **Discounted Assessments.** As consideration for the rights and benefits provided to the Association hereunder, the Owner of Lot 36 shall be entitled to a discount of \$10.00 per month (the "**Discount**") from its Annual Assessments so long as the Easement is in effect and the Association has the right to use water from Lot 36. The Discount shall not apply to any other assessments, charges, or fees applicable to Lot 36.

4. **Certification.** The undersigned, pursuant to Section 14.01(D) of the Declaration, certifies that this Amendment has been approved as required by Section 14.01(A) of the Declaration.

5. **No Other Changes.** Except as amended by this Amendment, the Declaration remains unchanged and in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

SIENNA COMMUNITY ASSOCIATION,
an Arizona non-profit corporation

By: T. Wakely

Its: Vice-President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of September, 2004, by Todd Wakely, as Vice President of the Sienna Community Association, an Arizona non-profit corporation, on behalf of the corporation.

Kim M. Junkin
Notary Public

My Commission Expires:
October 31, 2004



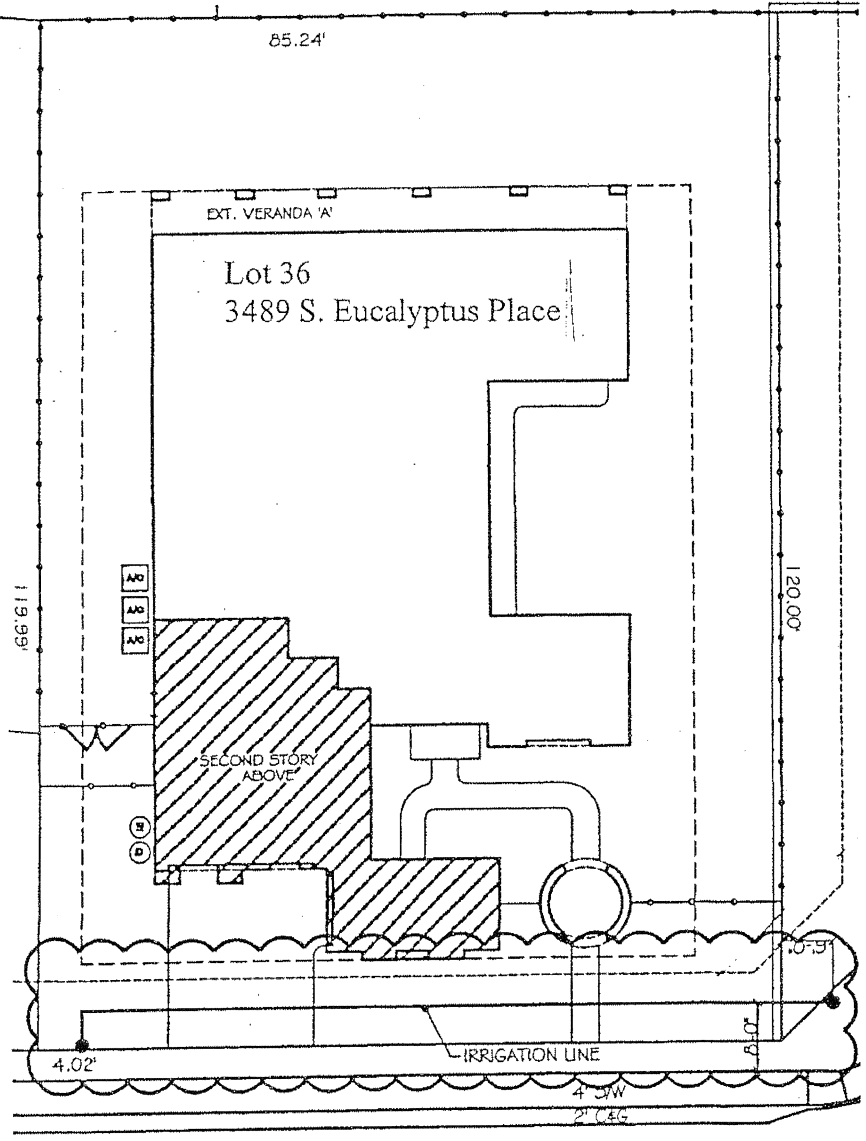
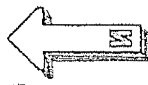
Exhibit "A"
Irrigation Line Location

Trend Homes

PHONE: 480-821-8000
SCALE: 1"=20'

of Arizona

SIENNA
@ MARKWOOD NORTH



Tract U

NOTE:
THIS PLOT PLAN IS FOR THE USE OF TREND HOMES ONLY. ALL MEASUREMENTS,
ORIENTATION, AND UTILITY LOCATIONS ARE APPROXIMATE AND SUBJECT TO FIELD
CHANGE. SEE THE RECORDED PLAT FOR THE TRUE LOT SHAPE, DIMENSIONS
AND POSSIBLE EASEMENTS. THIS IS NOT AN AS-BUILT PLAN. BUILDER
RESERVES THE RIGHT TO PLACE HOUSE ANYWHERE IN THE BUILDING ENVELOPE.

