



OFFICIAL RECORDS OF  
 MARICOPA COUNTY RECORDER  
 HELEN PURCELL  
 2006-1192632 09/07/06 04:25 PM  
 1 OF 1

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After Recording, Return To:

Cornerstone Sienna Estates, LLC  
 1630 S. Stapley Dr., Ste. 223  
 Mesa, AZ 85204  
 Attn: P. Klassen

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS FOR SIENNA ESTATES HOMEOWNERS ASSOCIATION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS (this "Amendment") is made as of the 7th day of September, 2006, by  
 Cornerstone Sienna Estates, LLC, an Arizona limited liability company ("Declarant").

RECITALS

A. Declarant is the Declarant under that certain Declaration of Covenants,  
 Conditions, Restrictions and Easements for Sienna Estates Homeowners Association, dated  
 August 23, 2006 and recorded on August 25, 2006, as Instrument No. 2006-1131249, Official  
 Records of Maricopa County, Arizona (the "Declaration"). Capitalized terms used and not  
 otherwise defined herein shall have the meanings set forth in the Declaration.

B. Declarant, as owner of not less than seventy-five percent (75%) of the Lots within  
 Sienna Estates, desires and intends to amend the Declarant as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, the Declarant is hereby amended as follows:

1. Article 8 of the Declaration is hereby amended by changing Section 8.10 as  
 follows:

Section 8.10 Maximum Regular Assessment. The Regular Assessments provided for  
 herein shall not at any time exceed the "Maximum Regular Assessment" as determined in accordance  
 with this Section. For the fiscal year ending 2006, the Maximum Regular Assessment shall be  
 Seventy-Five Dollars (\$75.00) per month for each Lot. Thereafter, except as provided below, unless  
 a greater increase is approved by a vote of two-thirds (2/3) of the votes of each class of Members  
 represented in person or by proxy at a meeting of Members called for such purpose, the Maximum  
 Regular Assessment for any fiscal year shall be equal to the Regular Assessment for the immediately  
 preceding fiscal year increased by the greater of: (a) ten percent (10%); or (b) the percentage  
 increase for the immediately preceding year over the year before that in the Consumer Price Index--  
 All Urban Consumers--All Items (1982-1984 Average = 100 Base) published by the Bureau of Labor  
 Statistics of the U.S. Department of Labor (or its successor) or other comparable or similar index as

determined by the Board in its reasonable discretion. Further, notwithstanding the foregoing, the Board may, without the approval of the Members, increase the Maximum Regular Assessment for any fiscal year by an amount sufficient to permit the Board to meet any increases over the preceding fiscal year in: (i) premiums for any insurance coverage required by this Declaration to be maintained by the Association; (ii) charges for utility services necessary to the Association's performance of its obligations under this Declaration; or (iii) taxes, notwithstanding the fact that the resulting increase in the Maximum Regular Assessment is greater than otherwise permitted under the third sentence of this Section 8.10.

2. Except as specifically amended hereby, all of the terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed by the signature of its duly authorized representative as of the day and year first above written.

CORNERSTONE SIENNA ESTATES, LLC,  
an Arizona limited liability company

By: Cornerstone Homes and Development, Inc.,  
an Arizona corporation, its Manager

By: Todd Tucker  
Todd Tucker, CEO

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

This instrument was acknowledged before me on September 7, 2006, by Todd Tucker, CEO of Cornerstone Homes and Development, Inc., an Arizona corporation, Manager of Cornerstone Sienna Estates, LLC, an Arizona limited liability company.

Peggy Klassen  
Notary Public

My Commission Expires:  
4-18-2010

