



2011-01047

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Requested By: STEPHEN A. THOMAS

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

02-09-2011 10:29 AM Recording Fee \$14.00

WHEN RECORDED, RETURN TO:

Stephen A. Thomas
325 W. Franklin, Suite 113
Tucson, Arizona 85701

**FOURTH AMENDMENT TO COMMUNITY DECLARATION
OF
MORNING STAR RANCH**

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Morning Star Ranch dated February 7, 1997, and recorded February 18, 1997, in Docket 716, at page 990, in the records of Santa Cruz County (the "Community Declaration"), as previously amended by the Amendment to Community Declaration dated December 9, 1997, and recorded December 12, 1997, in Docket 743, at page 788, Second Amendment to Community Declaration dated April 5, 1999, and recorded June 9, 1999, in Docket 798 at page 833, and Third Amendment to Community Declaration dated December 19, 2006, and recorded December 20, 2006, as Instrument No. 2006-20043, is made as of the date set forth below by Morning Star Ranch Community Association, an Arizona nonprofit corporation (the "Association"). Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Community Declaration.

WHEREAS, the Board of Directors of the Association has determined that it would be in the best interests of the Association and the Lot Owners if the Community Declaration were amended to clarify that the Ranch's development was not intended to change its historical usage as grazing land for cattle;

NOW, THEREFORE, pursuant to the authority granted to the Association in Section 14.1 of the Community Declaration, and based upon the unanimous approval of the Association's Board of Directors, the Community Declaration is hereby amended effective as of the date of recording of this Fourth Amendment, as follows:

1. The first sentence of Recital C of the Community Declaration is revised to read as follows:

Declarant desires that the Property be developed for residential purposes, while maintaining its historical use as a cattle ranch, and minimizing any interference with that use resulting from the addition of homes.

2. The following section is added at the end of Article 3 of the Community Declaration:

3.9. Grazing Leases. The Ranch has historically been used as grazing land for commercial cattle operations, which use has continued since Declarant began developing it. Declarant reserves the right, until the Transition Date (as defined in Section 2.14), to enter into leases with commercial operators allowing the lessees to graze cattle throughout the Ranch on all Lots, regardless of ownership, and the lessee shall have an easement for that purpose. The Community Association shall, upon Declarant's request, join in executing any such grazing lease as a "lessor" as the representative of the Owners other than Declarant, solely in order to give certainty to the lessee regarding the applicability of the lease and easement to all of the Ranch, and not just the Lots still owned by Declarant. Following the Transition Date, the Community Association, as the representative of all Owners, including Declarant to the extent it still owns any Lots, shall succeed to Declarant's right under this section to enter into such commercial grazing leases. The Ranch is not located in a "no-fence district" (as defined by Arizona law), and a Lot Owner will only be allowed to prohibit cattle from grazing upon the Lot's Building Envelope (as defined in the Community Design Guidelines) by constructing and maintaining a fence around the Building Envelope.


3. The following sentence is added at the end of both Section 9.1 and Section 9.4:

This section shall be applicable only to individual Lot Owners, and shall not apply to commercial grazing leases entered into pursuant to Section 3.9, above.

Dated: February 9, 2011

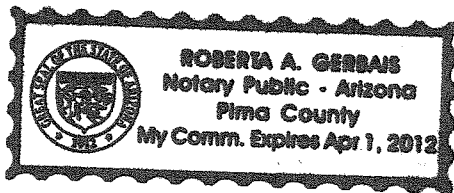
[signature and acknowledgment on following page]

Morning Star Ranch Community Association,
an Arizona nonprofit corporation

By 
David P Blouin, President

STATE OF ARIZONA)
) ss:
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this 9th day of February, 2011, by David P Blouin, President of Morning Star Ranch Community Association, an Arizona nonprofit corporation, on behalf of the corporation.




Notary Public