



2021-00451

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Requested By: TAMARA M BLOVIN

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

01-20-2021 11:43 AM Recording Fee \$30.00

WHEN RECORDED, RETURN TO:

Morning Star Ranch Community Association
P.O. Box 4211
Tubac, AZ 85646-4211

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

This Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for 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 (as previously amended, the "Community Declaration"), 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 as provided below;


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, Article 4, Section 4.19 of the Community Declaration is hereby amended effective as of January 1, 2021, as follows:

4.19. Contiguously Owned Lots. As an incentive to Owners to maintain the character and integrity of the Ranch, to preserve view corridors, enhance privacy, and to encourage sound land preservation, wildlife conservation, and prudent ecological policies, an Owner of two (2) or more contiguous Lots, at least one (1) of which is vacant (the "Contiguous Lots"), will be obligated to pay Assessments only upon each Contiguous Lot on which there is a residence or, if there is no included residence, then upon one (1) undeveloped Contiguous Lot. If there is no residence on any Contiguous Lot, the lowest numbered Lot will be subject to Assessments. If more than one residence is built on the Contiguous

Lots, any Lot beyond the first that is improved with a residence will also become subject to Assessments the year following completion of the new residence. In lieu of Assessments on all other unimproved Lots included in the Contiguous Lots, the Owner will be subject to payment of annual fees equal to the following percentages of the then current year's Regular Assessment: twenty percent (20%) on the first Lot; fifteen percent (15%) on the second Lot; ten percent (10%) on the third Lot; and one percent (1%) on any additional Lots. These fees will be payable at the same time that the Regular Assessments are due, and will be subject to the lien and collection provisions of Article 4 of this Community Declaration. Notwithstanding anything to the contrary in this section, all Lots will remain subject to Special Assessments, as defined in Section 4.4.

Dated: December 31, 2020

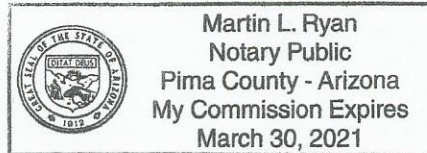
Morning Star Ranch Community Association,
an Arizona nonprofit corporation

By 
David P Blouin, President


STATE OF ARIZONA)

COUNTY OF Pima)

) SS:



The foregoing instrument was acknowledged before me this 15 day of JANUARY, 2021, by David P Blouin, President of Morning Star Ranch Community Association, an Arizona nonprofit corporation, on behalf of the corporation.


Notary Public