

Unofficial Document

When Recorded, Return to:
Northgate Management, L.L.C.
ATTN: Michael Licano, Manager
6903 E. Parkway Norte
Mesa, AZ 85212

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1 OF 1

PALUMBOA

**CERTIFICATE
OF
AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GATEWAY NORTE**



**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GATEWAY NORTE**

This Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Gateway Norte, as dated the 14th day of July, 2003, by NorthGate, L.L.C., an Arizona limited liability company (recording number 2004-1091351), is made this 11th day of July, 2013 by the Manager, NorthGate Management, L.L.C.

RECITALS

A. Manager, as the Declarant, hereby reaffirms that it is the appointed Manager of Gateway Norte, pursuant to the Covenants, Conditions and Restrictions for Gateway Norte (CC&Rs).

B. Manager is authorized to prepare and record this Certificate of Amendment to the Declarations of the Covenants, Conditions and Restrictions for Gateway Norte, (as described above), pursuant to section **10.3 Amendments, ARTICLE 10 GENERAL PROVISIONS**, (page) 10.

C. The Manager certifies and attests that 1) More than 50% of the Owners approve this amendment; and 2) Said Owners collectively own more than fifty percent (50%) of the square footage of all the Sites.

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D. Pursuant to the CC&R's, this Certificate of Amendment shall be effective immediately upon Recording.

E. The CC&R's shall be amended as follows: The following provisions shall be added to **ARTICLE 3 on page 12**.

3.8 Compliance Deposit.

3.8.1 The Manager, as authorized by the CC&R's, shall have the sole discretion to, on a case-by-case basis, require a deposit ("Compliance Deposit") as Manager deems necessary for the purpose of securing an Owner and/or Permittee's full compliance with the CC & R's. Manager, in its sole discretion, may use or apply some or all of said deposit to pay for any costs incurred by the Manager to:

- a) remove any structure, sign, or landscape item that is inconsistent with a Lot's required use;*
- b) remove any structure, sign or landscape item that is not in compliance with the Manager's prescribed architectural review/approval process;*
- c) remove any structure, sign or landscape item that is not in compliance with what the Manager has approved for the Owner's architectural standards and procedures.*
- d) repair or replace any damaged or destroyed improvements on a Lot, the cost for which the Owner is responsible under the CC&R's;*

- e) inspect the Construction or Modification of improvements to an Owner's Lot to determine if the Construction or Modification is or has been completed in accordance with the approved plans;
- f) remove vehicles or equipment left unattended for 14 calendars or longer that are not behind a Manager-approved wall; remove weeds that are reasonably determined to be a potential fire hazard; and remove unsightly debris (i.e. plainly visible to the public); and
- g) cover any legal expenses and other costs reasonably incurred by Manager to secure an Owner's compliance with the CC&Rs.

3.8.2 The Compliance Deposit shall be an amount as may reasonably be determined by the Manager, and the Manager may, in its sole discretion, require a Compliance Deposit to be paid by:

- a) a Lot Owner immediately upon the close of escrow, and/or becoming a new record "Owner" as defined in Section 1.29 of these CC&R's;
- b) any Owner prior to commencing construction upon his or her Lot, and or modifying the Owner's current structure(s). Deposit shall be paid upon Manager's request once an Owner has submitted a design review to obtain Manager's approval for any new construction or modifications; and/or
- c) any Owner not in compliance with the CC&Rs and has been given written notice by the Manager to make necessary corrective actions. The payment of the Compliance Deposit shall be due upon Manager's request, which shall be made no earlier than fifteen calendar (15) days after the written notice set forth herein.

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3.8.3 Compliance Deposits shall be held by the Manager in Manager's general account. Compliance Deposits shall be returned to the respective Owner as follows:

- a) upon a new Owner of Record, as defined by 3.8.2 above, submitting a written request to Manager for the return of their Compliance Deposit upon completion of a Construction and/or Modification completed in full Compliance with the CC & R's as determined by Manager. The Manager may deduct from the Compliance Deposit, costs it incurred as described in Section 3.8.1, and shall return the remainder no later than 15 calendar days after Owner's written request;
- b) upon an Owner of Record, who became an Owner prior to this Amendment, submitting a written request to Manager for the return of a Compliance Deposit following the completion of their Lot's Construction or Modification completed in full Compliance with the CC & R's as determined by Manager. The Manager may deduct from the Compliance Deposit, costs it incurred as described in Section 3.8.1, and shall return the remainder no later than 15 calendar days after Owner's written request; and/or
- c) upon the submission of a written request from an Owner who has failed to comply with the CC&Rs, who was given written notice by the Manager to make necessary corrective actions and has completed corrective actions, as determined by Manager. The Manager may deduct from the Compliance Deposit, costs it incurred as described in Section 3.8.1, and shall return the remainder no later than 15 calendar days after Owner's written request.

3.8.4 The Manager has prepared a table with examples of reasonable Compliance Deposits for both new Owner's of Record and/or Permittees, subsequent to this Amendment, and current Owners, who require Manager's approval for Construction or Modification of a Lot. The table will be made available upon written request of any Owner, prospective owner, agent of an owner, or title company. The table may be changed, amended or modified by Manager as it deems reasonably necessary to secure compliance by Owners. Manager shall not be required to provide written notice when it will next publish a new Compliance Deposit table. Each Compliance Deposit Table shall contain an applicable time period .

Manager, however, reserves the right to establish a required Compliance Deposit on an event-by-event basis, for Owners not in compliance with the CC&Rs and Manager's architectural standards and procedures.

3.8.5 The cost to an Owner to comply with the CC&R's, as set forth herein, shall not be limited to the amount of such Owner's Compliance Deposit, and in no event shall the posting of a Compliance Deposit Table limit or prejudice Manager's right to pursue any available legal or equitable remedies against the Owner or for the Owner's failure to comply with the CC&Rs.

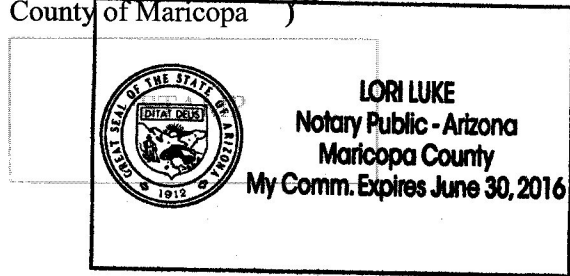
All other declarations in the CC&R's shall remain in full force and effect

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NorthGate Management, L.L.C., an Arizona Limited Liability Company

By: [Signature]
Michael Licano, Member

STATE OF ARIZONA }
County of Maricopa } ss



The foregoing instrument was acknowledged before me this 11th day of July, 2013, by Michael Licano of NorthGate Management, LLC, its Managing Member.

[Signature]
Notary Public