



Second Amendment to Casa del Cielo CC&Rs

On May 14, 1986, the Casa del Cielo CC&Rs were amended with regard to the signs that would be allowed and prohibited in the community. In May 2018, as a result of subsequent changes in state law (ARS 33-1808), the Casa del Cielo Board of Directors adopted a new policy on real estate signs. In particular, one industry standard size, commercially produced For Rent sign is permitted on an owner's property. To the extent the 2nd Amendment and the policy are in conflict, owners should follow the Policy on Real Estate Signs adopted in 2018, because it complies with current state law.

Policy on Real Estate Signs

Notwithstanding the 2nd Amendment to the Casa del Cielo CC&Rs adopted in 1986, the CdC Board Directors hereby clarifies its CC&Rs in compliance with ARS 33-1808:

1. **For rent, sale or lease signs.** Owners in CdC may display one for sale, for rent or for lease sign and a sign rider on that owner's property, including a sign that indicates the property is for sale by owner. The size shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industry standard size sign rider, which shall not exceed six by twenty-four inches. Only commercially produced signs are permitted. "Homemade" and other non-commercial signs are prohibited. For rent, sale or lease signs are not permitted on common property.
2. **Temporary open house signs.** No more than three temporary open house signs may be posted on common property at the neighborhood entrances and a street corner but must not remain in place more than 24 hours.
3. **Agents.** The above rules apply to owners and to their agents. Owners will be held responsible for any noncompliance by their agents.
4. **Fines and enforcement.** Violations of the sign policy are subject to CdC's general fine policy. The Association may without advance notice remove any prohibited signs from common property and with notice may remove any prohibited signs from an owner's property.

Adopted by the ACC, April 30, 2018

Adopted by the Board of Directors, May 2018

Unofficial Document

86 243460

Presented for recording
for recording
FIRST AMERICAN TITLE

When recorded return to:

Clare H. Abel, Esq.
BURCH & CRACCHIOLO, P.A.
P. O. Box 16882
Phoenix, Arizona 85011

370

Trust

MCD RSTR (DF)

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY ARIZONA
MAY 16 1986 2 00
MARICOPA COUNTY RECORDER
70 10 PL
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SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CASA DEL CIELO

This Second Amendment to Declaration is made this 14th day of May, 1986, by First American Title Insurance Company of Arizona, an Arizona corporation, as Owner of all of the Covered Property and Annexation Property pursuant to Trust No. 7301, hereinafter referred to as "Declarant," and amends that Declaration of Covenants, Conditions and Restrictions for Casa del Cielo recorded as Document 84-404626 on September 14, 1984, records of the Maricopa County Recorder and amended at Document No. 84-495270 on November 14, 1984, records of the Maricopa County Recorder (hereinafter "Declaration").

WITNESSETH:

WHEREAS, Declarant is now the Owner of 75% of the Lots within Casa del Cielo, a Planned Area Development in the City of Scottsdale, Arizona, according to the plat recorded on July 10, 1984, at Book 269 of Maps, page 39 thereof, Maricopa County Recorder;

NOW, THEREFORE, Declarant as Owner of such real property and pursuant to the terms of the Declaration, particularly Paragraph 11.1.2 thereof, and for the purposes set forth in said Declaration, and in compliance with the terms of the Scottsdale Ranch Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on August 10, 1981, at Docket 15439,

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pages 826-916, records of Maricopa County Recorder, and the Tract Declaration, Scottsdale Ranch Parcel 14 recorded on December 29, 1983, at 83-523532, records of Maricopa County Recorder, hereby amends the Declaration as follows:

ARTICLE 4. COVENANTS AND USE RESTRICTIONS: Is amended by the addition of the following section:

Section 4.24 Signs: The only signs permitted on any Lot or Structure shall be:

(i) For sale signs shall be prohibited on the Properties for twelve (12) months from the date this document is recorded. Thereafter, one sign of customary size for offering of signed property for sale shall be permitted. For rent signs shall be prohibited. Such prohibition shall not preclude an Owner from renting his premises; however, any tenant or occupant shall be bound to comply to the provisions of the Declaration and the Owner shall be primarily responsible for such compliance by a tenant or occupant;

(ii) Residential identification signs of a face area of seventy-two (72) square inches or less for identification of the occupant and address of any Dwelling, in a style designated or approved by the Architectural Control Committee;

(iii) Such multiple signs for sale, administration and directional purposes during development as are required by Developer and approved by Declarant;

(iv) Such signs as may be necessary to advise of rules and regulations or to caution or warn of danger and as are approved by Declarant;

(v) Such signs as may be required by law;

(vi) There shall not be used or displayed on any Lot or Structure any signs, except those mentioned above, or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed.

(vii) Notwithstanding any of the foregoing any sign on the Property shall be subject to architectural review by the Master Architectural Review Committee for Scottsdale Ranch. In the event of any conflict between this provision and the Master Declaration, the Master Declaration shall control.

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Hereafter the term "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions recorded at 84-404626 on September 14, 1984, Maricopa County Recorder, and amended at Document No. 84-495270 on November 14, 1984, and as amended herein.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration the day and year first hereinabove written.

"DECLARANT"

FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, trustee

By *Annelle M. Dwyer*

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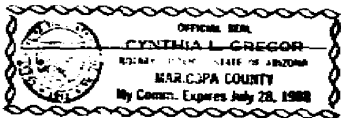
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 15th day of May, 1986, before me, the undersigned Notary Public, personally appeared PAMELA MEYER, who acknowledged himself to be an officer of FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, and that he, as such officer being authorized so to do, by Trust no. 7301, executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Cynthia L. Greger
Notary Public

My Commission Expires:



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APPROVED:

SCOTTSDALE RANCH, a general partnership

By MARKLAND PROPERTIES, INC., an Arizona corporation, general partner

By [Signature]
Its VP-FINANCE

By COSTAIN ARIZONA, INC., an Arizona corporation,

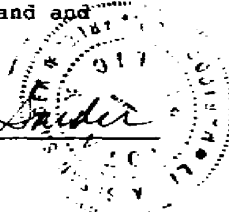
Unofficial Document
By [Signature]
Its president

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this the 1st day of May, 1986, before me, the undersigned Notary Public, personally appeared Stephen J. Brunne, who acknowledged himself to be the VP Finance of Markland Properties, Inc., an Arizona corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public



My Commission Expires:

By Commission Expires 12/31/87

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STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 2nd day of May, 1986, before me, the undersigned Notary Public, personally appeared Richard S. Coffman, who acknowledged himself to be the President of COSTAIN ARIZONA INC., an Arizona corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



My Commission Expires:

6-6-86

Unofficial Document

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RATIFIED AND APPROVED AS TO
FORM AND CONTENT:

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY Thomas M. Lynn
Its Authorized Signer

STATE OF)
) ss.
County of)

On this the 8th day of May, 1986, before
me, the undersigned Notary Public, personally appeared
Thomas M. Lynn, who acknowledged himself to be the
of Home Federal Savings and Loan
Association, a(n) _____ corporation, and that he, as
such officer being authorized ^{Unofficial Document} to do so, executed the foregoing
instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.

Maria Rios
Notary Public

My Commission Expires:

12-22-86

