

**When recorded, return to:**

Shea Homes Limited Partnership  
8800 N. Gainey Center Drive, Suite 350  
Scottsdale, Arizona 85258  
Attn: David Garcia

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Garciac

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JORDE  
FARMS**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Jorde Farms (the "**Amendment**") is made as of the 6<sup>th</sup> day of December, 2021 by Shea Homes Limited Partnership, a California limited partnership ("**Declarant**").

RECITALS

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Jorde Farms, dated August 9, 2021, and recorded in the Office of the Maricopa County Recorder as Recorder's No. 20210859212 (the "**Declaration**"), incorporated herein by reference.

B. Capitalized terms not defined herein shall have the meanings attributed to them in the Declaration.

C. Pursuant to Section 11.3(b) of the Declaration, during the Declarant Control Period, Declarant shall have the right to unilaterally amend the Declaration. As defined in Article 1 of the Declaration, the Declarant Control Period has not ended because (a) the Declarant and Builders still own or hold an option to purchase part of the Property; and (b) Declarant has not notified the Association in writing that he is terminating the Declarant Control Period.

AMENDMENT

The Declaration is hereby amended as follows:

1. Section 8.10 is hereby deleted and replaced with the following:

**"8.10 Rental of Lots.** No Owner may lease less than his entire Lot and the Residence situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of the Community Documents and that any violation of this Declaration or the Association Rules by the lessee or the other occupants shall be a default under the lease. There shall be no subleasing of Residences or assignments of leases. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (a) the time period of the lease including the beginning and ending dates of the tenancy; (b) the name

and contact information for each adult occupying the Residence during the lease term; and (c) a description and license plate numbers of the Lessees' vehicles. Any Owner who leases his Lot and the Residence situated thereon must provide the Lessee with copies of this Declaration, the Design Guidelines and the Association Rules. The Owner shall be liable for any violation of this Declaration, the Design Guidelines or the Association Rules by the Lessees or other persons residing in the Residence and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations."

2. Except as specifically modified or amended herein, the terms and conditions of the Declaration shall remain in full force and effect and are hereby ratified and affirmed by Declarant.

3. As provided in Section 11.3(c) of the Declaration, this Amendment is effective as of the date of recordation. Except as amended hereby, the Declaration is confirmed as being in full force and effect.

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IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first set forth hereinabove.

DECLARANT:

Shea Homes Limited Partnership, a California limited partnership

By: [Signature]

Its: Assistant Secretary

By: [Signature]

Its: Assistant Secretary

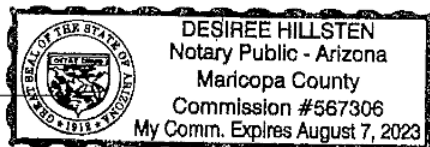
STATE OF ARIZONA )

) ss.

County of Maricopa )

Acknowledged before me this 6<sup>th</sup> day of December 2021, by David Garcia, the Assistant Secretary of Shea Homes Limited Partnership, a California limited partnership, for and on behalf of the company.

Notary Seal/Stamp



[Signature]  
Notary Public

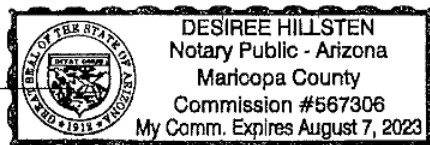
STATE OF ARIZONA )

) ss.

County of Maricopa )

Acknowledged before me this 6<sup>th</sup> day of December 2021, by Bryan Murphy, the Assistant Secretary of Shea Homes Limited Partnership, a California limited partnership, for and on behalf of the company.

Notary Seal/Stamp



[Signature]  
Notary Public