

When Recorded Mail To:

MARISCAL, WEEKS, MCINTYRE
& FRIEDLANDER, P.A.
2901 North Central Avenue
Suite 200
Phoenix, Arizona 85012
Attention: Donald E. Dyekman, Esq.

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sarabiam

X 44-AS

**THIRD AMENDMENT TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
SUNRISE CONDOMINIUM**

This Third Amendment to Amended and Restated Condominium Declaration for Sunrise Condominium (this "Third Amendment") is made as of this 21st day of August, 2008, by MCZ/Centrum CPP Scottsdale, LLC, an Illinois limited liability company (the "Declarant").

RECITALS

A. An Amended and Restated Condominium Declaration for Sunrise Condominium (the "Amended and Restated Declaration") was recorded on December 20, 2005 at Recording No. 2005-1917249, in the records of the County Recorder of Maricopa County, Arizona. The Amended and Restated Declaration was amended by the Amendment to Amended and Restated Condominium Declaration for Sunrise Condominium (the "First Amendment") recorded on February 24, 2006 at Recording No. 2006-0256863, in the records of the County Recorder of Maricopa County, Arizona, and by the Second Amendment to Condominium Declaration for Sunrise Condominium (the "Second Amendment") recorded on August 1, 2008 at Recording No. 2008-0674375, in the records of the County Recorder of Maricopa County, Arizona. The Amended and Restated Declaration, as amended by the First Amendment and the Second Amendment, shall be referred to in this Third Amendment as the "Declaration".

B. Unless otherwise defined in this Third Amendment, each capitalized term used in this Third Amendment shall have the meaning given to such term in the Declaration.

C. Subsection 13.5.4 of the Declaration provides that during the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to: (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner; or (c) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including without limitation, the Department of Veterans Affairs, the Federal Housing

Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

D. The Period of Declarant Control has not yet expired, and the Declarant desires to amend the Declaration to comply with the rules and guidelines of the Department of Housing and Urban Development ("HUD") applicable to condominium projects so that the Declarant can obtain HUD approval of the Condominium.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1.37 of the Declaration is amended in its entirety to read as follows:

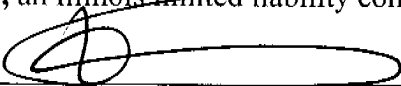
"Period of Declarant Control" means the time period commencing on the date this Declaration is Recorded and ending on the earlier of: (a) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Purchasers; or (b) five (5) years following the first conveyance of a Unit to a Purchaser.

2. The second sentence of Subsection 7.13.1 of the Declaration is amended in its entirety to read as follows:

The reserves shall be funded out of the Regular Assessments.

3. Except as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Declaration, this Third Amendment shall control.

**MCZ/CENTRUM CPP SCOTTSDALE,
LLC, an Illinois limited liability company**

By:  _____

Its: MEMBER _____

STATE OF Illinois)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me this 21 day of August, 2008, by Nick Stocking, the Manager of MCZ/Centrum CPP Scottsdale, LLC, an Illinois limited liability company, on behalf of the company.

Cara Lynn Butikofe
Notary Public

My Commission Expires:

9-7-11

