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9066 E PALMS PARK DRIVE
TUCSON AZ 85715

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AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATIONS, which was made and approved on the day and year as indicated hereafter, and it is intended to modify the Declaration of Establishment of Conditions and Restrictions for DESERT PALMS TOWNHOUSES, recorded in the Office of Pima County Recorder in Book 6907 at Page 587 through Page 634 and dated the 15th day of November, 1982, and this Amended Declaration shall cancel and nullify all previous Restrictions and Amendments thereto and shall take the form of a complete restatement and reenactment of the Covenants, Conditions and Restrictions for said real property.

WITNESSETH:

WHEREAS, the undersigned constitutes at least seventy-five percent (75%) of the total number of townhouse property Owners of DESERT PALMS TOWNHOUSES, which property is more particularly described as follows:

DESERT PALMS TOWNHOUSES, Lots 1 THRU 61, a subdivision in Pima County, Arizona in Book 23 of Maps and Plats at page 63, Pima County records, WHEREAS, under Paragraph 6 of the Declaration of Establishment of Conditions and Restrictions for DESERT PALMS TOWNHOUSE ASSOCIATION, a duly constituted meeting was held, after due notice for the purpose of amending the Declaration of Establishment of Conditions and Restrictions for DESERT PALMS TOWNHOUSES and

WHEREAS, at least seventy-five percent (75%) of the total number of townhouse Owners of lots in the DESERT PALMS TOWNHOUSE ASSOCIATION hereby agree, in writing, to amend the Declaration of Establishment of Conditions and Restrictions for DESERT PALMS TOWNHOUSE ASSOCIATION,

NOW THEREFORE, the undersigned hereby amend the Declaration of Establishment of Conditions and Restrictions for DESERT PALMS TOWNHOUSE ASSOCIATION by voiding any and all prior Deed Restrictions pertaining to said

property and by declaring that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all of the parties having any right, title or interest in the described property or any part hereof, their heirs, successors and assigns, and shall apply to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to DESERT PALMS TOWNHOUSE ASSOCIATION, an Arizona non-profit corporation, its successors and assigns. Reference hereinafter to DESERT PALMS TOWNHOMES, DESERT PALMS TOWNHOUSES and DESERT PALMS TOWNHOUSE ASSOCIATION, will be synonymous with DESERT PALMS TOWNHOUSE ASSOCIATION, INC.

Section 2: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4: "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is that real property described on the Plat 4 DESERT PALMS TOWNHOUSE ASSOCIATION, of record in the Office of the Pima County Recorder, Tucson, Arizona, in Book 23 of Maps and Plats at Page 63 and any amendments or corrections thereto which have been recorded in the Office of the Pima County Recorder.

Section 5: "Townhouse Lot" shall mean and refer to any plot of land used for the erection of a townhouse unit as shown upon any recorded subdivision map

of the Properties with the exception of the Common Area.

Section 6: "By-Laws" shall mean and refer to the By-Laws of DESERT PALMS TOWNHOUSE ASSOCIATION.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owners' Easements of Enjoyment. Every Owner shall have a right to easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every townhouse lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights or use of the recreational facilities by Owner for any period during which any assessment against his or her townhouse lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by at least seventy-five percent (75%) of the Owners agreeing to such dedication or transfer has been recorded.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Area and facilities to the residing members and guests of the family, tenants or Contract Purchasers.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every person or entity who becomes a record Owner of a fee or undivided fee interest in any townhouse which is subject by Covenant of record to assessment by the Association, including contract sellers, shall be members of the Association and each townhouse Owner or Owners shall be entitled to one (1) vote

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for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, all such persons shall be members, but the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of any townhouse, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass on to his or her successor in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The assessment will cover fire insurance on all structures, as well as liability insurance, all water charges, repair and maintenance of Common Areas, streets and street lights, which includes all electricity and gas costs for Common Areas and taxes thereon, wages of the gardener, management fees, or any other cost necessary for the maintenance and upkeep of said common property.

Section 3: Maximum Annual Assessment.

(a) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, which for the year 1992 shall be set at \$804.00 which at the option of the Board, may be paid in monthly installments.

(b) The maximum annual assessment may be increased each year no more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(c) The maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the members of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property of the Association.

Section 5: Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all townhouses and may be collected on a monthly basis.

Section 7: Collection of Annual Assessments. The Board of Directors shall fix the amount of the assessment against each townhouse at least thirty (30) days in advance of any change. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified townhouse have been paid.

Section 8: Effect of Nonpayment of Assessments and Remedies of the Association. Due date of monthly assessments is the first of each month. Payments made after the tenth of the month will be delinquent.

Delinquent monthly assessments will incur a penalty of ten (10) dollars for the first delinquent month and an additional ten (10) dollars for each of the following delinquent monthly assessments. In addition to the penalty, any Owner delinquent for two (2) consecutive months will not be entitled to vote on any issues requiring a vote. Nor shall a delinquent Owner be entitled to use the pool or pool area. After delinquency of three (3) consecutive months, a lien will be placed against the property.

In the event it shall be necessary for the Association to employ attorney(s) to collect any delinquent assessments and penalties, whether by foreclosure of the lien hereinafter created or otherwise, the delinquent Owner shall pay, in addition to the assessment and penalties accrued thereon, a reasonable attorney's fee, and all other costs and expenses incurred by the Board of Directors as a result of said delinquency. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her townhouse lot.

Payments of special assessments will be due and delinquent as outline in the applicable special assessment notice.

Section 9: Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any townhouse shall not affect the assessment lien. However, the sale or transfer of any townhouse pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Obligation and Lien for Cost of Enforcement by the Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Covenants, Conditions and Restrictions, By-Laws, or the rules and regulations promulgated hereto, the cost of such action, including legal fees, shall become a binding personal obligation of the property Owner. If such violator is (a) the Owner or any family member, guest or invitee of the Owner; (b) tenant of the Owner, any family member, guest or invitee of the tenant, such costs shall also be a lien upon the lot or other portion of the property owned by such owner, if any. In addition to any other enforcement provisions contained herein, the Board of Directors may fine and/or suspend the right of such persons to use the common areas. Suspensions shall not exceed sixty (60) days for each violation. Failure by the Association or by any Owner to enforce any covenants or restrictions or the rules and regulations promulgated herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1: Anything herein to the contrary notwithstanding, it shall be the responsibility and duty of each Owner to have the exterior of his or her townhouse and carport/garage in good repair and to repaint when necessary to maintain the appearance in its original condition. In the event the appearance

of said exterior becomes unsightly, the Owner shall correct said condition within thirty (30) days after receiving written notice from the Architectural Control Committee, and, failure to do so, the Association may correct said condition and add the cost thereof to the next monthly assessment of the homeowner involved

Section 2: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external designs and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such designs and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

The rights and duties of the Owners to townhouses within this townhouse project with respect to party walls shall be governed by the following:

(a) Each wall, including patio walls, which is constructed as a part of the original construction of the townhouse multi-family structure, any part of which is placed on the dividing line between separate townhouse units, shall constitute a party wall. With respect to any such wall, each of the adjoining Owners shall assume the burden and be entitled to the benefits of these restrictive covenants, and to the extent not inconsistent herewith, the general rule of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged or destroyed through the act of one adjoining Owner, or any of his or her guests, tenants, licenses,

agents or members of his or her family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the Owner who caused the damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining Owner.

(c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his or her agent, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event any Owner who has used the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provisions of this Article, an Owner, who by his or her negligent or willful act causes any party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his or her townhouse in any manner which requires the extension or the alteration of any party wall shall first obtain written consent of the adjoining Owner, whose consent shall not be unreasonably withheld.

(g) In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof,

then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the Owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Pima County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of the arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

(h) These covenants shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

ARTICLE VII

MAINTENANCE

Section 1: Exterior Maintenance. The Association shall be responsible for the maintenance and for the proper functioning of all sewer lines and laterals from the mains to the property line of each townhouse parcel; for all water lines from meters to townhouse buildings, including the sprinkler systems in the front yards of all townhouse parcels; and for the planting, re-planting, care and maintenance of all landscaping in and about said property, except in the private patios of each townhouse. The Owner shall be responsible for the maintenance of roof, party walls, exterior walls, and proper function of all sewer lines from the building to his or her property line, for gas lines from meter to the building, for telephone lines from risers to the building, for electric lines from risers to the building and for all lines within the townhouse building.

Notwithstanding, the provisions of Article IV, (Section 10) in the event

that the need for maintenance and repair is caused through the willful or negligent acts of the Owner, his or her family, guests or invitees, the cost of such maintenance or repairs shall be, at the discretion of the Association, added to and become part of the assessment to which such townhouse lot is subject.

Section 2: Interior and Other Maintenance. Each Owner shall be responsible for the upkeep and maintenance of the interior of his or her dwelling, including patio area, and for the upkeep and maintenance of all other areas, features or parts of his or her individual townhouse lot not otherwise maintained by the Association. All fixtures and equipment installed within a dwelling on a townhouse lot, commencing at a point where utility lines, pipes, wires, conduits or systems enter the exterior walls of a building, shall be maintained and kept in repair by the Owner thereof.

Termite control shall be the responsibility of the Owner. Should termite infestation be discovered on an Owner's property, it is incumbent on that Owner to notify neighbors in adjoining units and the Board of Directors.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of the multi-family building or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouse Owners. Owner will be responsible and pay for all damages he, she, his or her guests or tenants, or his or her employees may cause to his or her or any other's property or to the common area.

ARTICLE VIII

USE RESTRICTIONS

Section 1: Said premises are hereby restricted to residential dwellings for residential use.

Section 2: Said townhouse lots, and each and everyone thereof are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitarium or other commercial office of any

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kind, or other multiple family dwelling shall be erected, placed, permitted or maintained on said property or on any part thereof.

Section 3: No improvement or structure whatever, other than a first class private dwelling house, patio wall, garage or carport may be erected, placed or maintained on any townhouse lot on said property.

Section 4: No dwelling may be constructed thereon with a floor area (living area exclusively) of less than one thousand (1,000) square feet. Said area shall in no way include garage or carport area.

Section 5: No commercial or professional use of any part or portion of any building shall be permitted on said property.

Section 6: All trash, garbage, refuse, boxes and other litter shall be placed in the containers at the rear of each townhouse for garbage collection. No articles of household or personal nature shall be left or placed at any time in driveways, carports or elsewhere other than in the storage rooms available for each townhouse lot. Clothesline shall be of the type to be remove when not used, installed in such manner so they cannot be seen from any street or alley. No clothes or other items of apparel or bedding shall be dried in any place other than in a private patio of each townhouse lot.

Section 7: No billboard or advertising signs of any character shall be erected, placed, permitted or maintained on any townhouse lot or improvement thereon of this subdivision except as herein expressly permitted. Permission is granted by the Association for one (1) sign when the proposed sign is necessary to promote the sale of the property and said sign shall not exceed 720 square inches in area.

Section 8: No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

Antennae or other devices for the transmission or reception of radio and

television waves shall be erected on the rear portion of the roof of any unit and shall not exceed ten (10) feet in height from the roof.

Section 9: No residence placed or erected on said property shall be occupied in any manner while in the course of construction or at any time prior to its being fully completed as herein required. No garage or other building shall be placed, erected or maintained upon any part of said property except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property.

Section 10: No trailers, campers, house trailers, boats, construction equipment, including unlicensed motor vehicles of any type shall be permitted on any townhouse lot of this subdivision unless same is parked in a garage or carport. This does not apply to commercial vehicles and equipment on the property necessary for construction repairs or development of the property.

No vehicles or construction equipment used in or as part of a business whether or not the vehicle or construction equipment is identified as such, shall be permitted on any townhouse lot of this subdivision unless same is parked in a garage or carport and shall not extend beyond the garage/carport roof.

No Owner or Renter shall park a vehicle or permit a guest to park so as to block access to driveways, walkways, carports, mailboxes, firebreak areas or any yellow zone.

Section 11: No animals, insects or reptiles, other than two (2) domestic house pets (such as small dogs under 35 pounds, cats, small caged birds or fish in proper tanks or receptacles) shall be allowed on said property. No kennels for the raising of any animals, birds or fish shall be allowed by the Association. Each Owner shall be responsible for his or her pets that they not create a health hazard, stench or nuisance.

Section 12: No townhouse lot or part thereof shall be used for the storage or collection of rubbish or any material that cause untidy appearance.

Section 13: Except in the assigned individual patio area, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Associations's Board of Directors or their designated representative.

Section 14: Except as heretofore provided, the common area shall remain undivided and shall at all times be owned by the Association or its successor, or assigns, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the common area.

Section 15: No Owner or tenant shall permit any relative, guest or member of his or her family under the age of fourteen (14) to reside in DESERT PALMS TOWNHOUSES for other than a visit. A visit shall be defined for this purpose as a stay for a period of time less than thirty-one (31) days.

ARTICLE IX

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The prevailing party in any court action shall be awarded reasonable attorney's fees and costs. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Rental Lease. Owner's shall have the right to lease or rent their dwelling unit; provided, however, that any lease agreement, including any agreement to lease on a month by month basis, must be in writing with a copy submitted to the Board of Directors prior to occupancy by the tenant, and must provide that the failure of any lessee or tenant to comply with any of the provisions of this declaration, any by-laws or any rules of the Association shall

be a default under the lease. (See Article VIII, Section 2.) Failure to provide lease information as indicated above can result in voiding of the lease.

Section 3: Resales. Prior to the sale of a townhouse unit, the Owner is responsible for informing the prospective buyer regarding Townhouse Association, its operation and the individual resident's responsibilities. Special care should be taken to explain the assessments, By-Laws and the Declaration of Covenants, Conditions and Restrictions.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended by an instrument signed by at least seventy-five percent (75%) of the townhouse lot Owners. Any amendment must be recorded in the Office of the County Recorder of Pima County, Arizona.

IN WITNESS WHEREOF, the undersigned, being at least seventy-five percent (75%) of the total number of townhouse Owners on the date upon which they have executed this Amendment and have executed this Amendment for the purposes stated herein.

Lot# _____

Lot# _____

Street # 9066

Don Tomasso

Street # 9015

Vernon B. Buz

Street # 9075

Elmer D. Butler

Street # 8981

George H. Burgo

Street # 9019

John Cardellina

Street # 9039

Aileen T. Bowlby

Street # 8932

Harold H. Mugge

Street # 9043

John E. Warren

Street # 8957

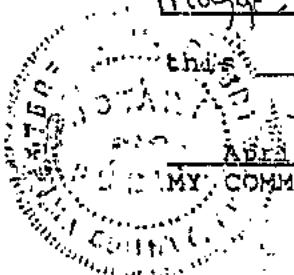
Jo Ambacher

Street # 9020

Theodore Haertel

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Don Tomasso, Vernon Broadaway, Elmer Butler, George Burgo, John Cardellina, Aileen Bowlby, Harold Mugge, John Warren, Jo Ambacher, Theodore Haertel

this 10th day of December, 1992.



April 25, 1996
MY COMMISSION EXPIRES

Teresa M. Embry
TERESA M. EMBRY, NOTARY PUBLIC

Street # 9000

Eleanor Klitus

Street # 9062

Arlene Kolomecz

Street # 8964

Grace V. Lathen

Street # 8956

Margaret Warner

Street # 9027

Richard Jarvis

Street # 8941

George G. Butler

Street # 8949

Richard W. Carroll

Street # 8917

Marion E. Newman

Street # 9057

Charles J. King

Street # 9061

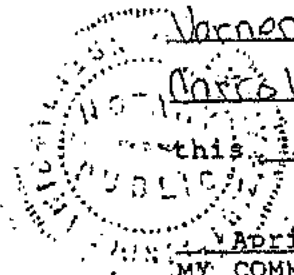
Dana Rodolph

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Eleanor Klitus, Arlene Kolomecz, Grace Lathen, Margaret

Warner, Richard Jarvis, George Butler, Richard

Carroll, Marion Newman, Charles King, Dana Rodolph

on this 1st day of December, 1992



April 25, 1996
MY COMMISSION EXPIRES

Teresa M. Emery
TERESA M. EMERY, NOTARY PUBLIC

Street # 8940

Margie A. Harvey

Street # 9036

Robert Borders, Jr.

Street # 9053

Irvin A. Jensen

Street # 8925

Christine J. Macounovich

Street # 9071

John Johnson

Street # 9074

Charles J. Good

Street # 9040

Walter Goldbek

Street # 9054
9050

Rose Dallaguila

Street # 9049

John C. Pahl

Street # 8972

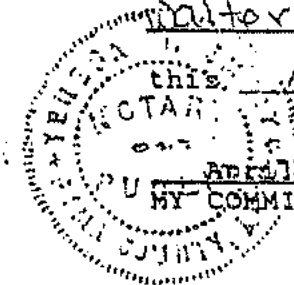
Charles H. Higley

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Margie Harvey, Robert Borders, Irvin Jensen,

Christine Macounovich, John Johnson, Charles Good,

Walter Goldbek, Rose Dallaguila, John Pahl, Charles

Higley
this 11th day of December, 1952.



Teresa M. Emery
TERESA M. EMERY, NOTARY PUBLIC

Street # 9023

Mrs J. L. Olney

Street # 9031

Michael J. Fucini

Street # 9032

Edna Peters

Street # 9016

Margaret L. McGuire

Street # 9035

Bertha Thompson

Street # 9065

Ruth W. Moritz

Street # 9069

William Fisher

Street # 9008^{1/2}

Billie E. Kneib

Street # 9024

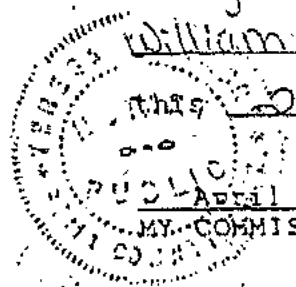
Ruth B. Sorrells

Street # 9004

Joseph Long

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Judith Olney, Michael Fucini, Edna Peters, Margaret McGuire, Bertha Thompson, Ruth Moritz, William Fisher, Billie Kneib, Ruth Sorrells, Joseph Long

this 22nd day of December, 1992.



Teresa M. Emery
TERESA M. EMERY, NOTARY PUBLIC

Street # 8909

Maria Kuc

Street # 8924

Mary J. Madlin

Street # _____

Street # _____

Street # _____

Street # _____

Street # _____

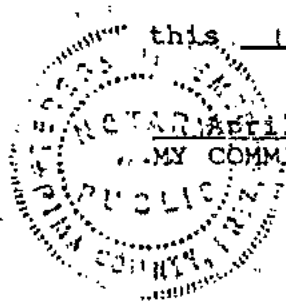
Street # _____

Street # _____

Street # _____

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Maria Kuc, Mary J. Madlin

this 30th day of December, 1992.



Teresa M. Embry
TERESA M. EMBRY, NOTARY PUBLIC

DESERT PALMS TOWNHOUSE ASSOCIATION, INC.
9011 East Palms Park Drive
Tucson, Arizona 85715

DESERT PALMS TOWNHOUSE ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR DESERT PALMS TOWNHOUSE ASSOCIATION, INC.

The Declaration of Covenants, Conditions and Restrictions executed by Desert Palms Townhouse Association, Inc. as Declarant, dated November 15, 1982, and recorded in Book 6907 at Pages 587 through 634, in the office of the Recorder of Pima County, Arizona is hereby amended with my approval.

IN WITNESS WHEREOF, the undersigned, being not less than seventy-five percent (75%) of the total number of townhouse owners of lots in the Desert Palms Townhouse Association have executed the foregoing instrument as of the dates indicated below.

Georgina L. Weaver
Signature of Owner

9028 E. Palms Park Dr.
Townhouse Address

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Georgina

this 21st day of DECEMBER, 1992.

William H. Miller
NOTARY PUBLIC

My Commission Expires December 11, 1993

MY COMMISSION EXPIRES

RECEIVED DEC 23 1992

ONE

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DESERT PALMS TOWNHOUSE ASSOCIATION, INC.

9011 East Palms Park Drive
Tucson, Arizona 85715

DESERT PALMS TOWNHOUSE ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DESERT PALMS TOWNHOUSE ASSOCIATION, INC.

The Declaration of Covenants, Conditions and Restrictions executed by Desert Palms Townhouse Association, Inc. as Declarant, dated November 15, 1982, and recorded in Book 6907 at Pages 587 through 634, in the office of the Recorder of Pima County, Arizona is hereby amended with my approval.

IN WITNESS WHEREOF, the undersigned, being not less than seventy-five percent (75%) of the total number of townhouse owners of lots in the Desert Palms Townhouse Association have executed the foregoing instrument as of the dates indicated below.

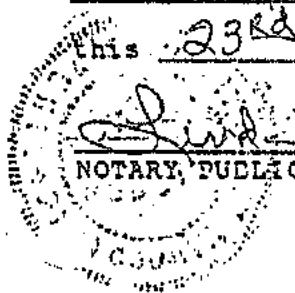
Larry J. Boccardo
Signature of Owner

8900 E Palms Park Dr
Townhouse Address

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by _____

LARRY J. Boccardo

this 23rd day of November, 1992.



Linda Mosey
NOTARY PUBLIC

April 12, 1996
MY COMMISSION EXPIRES