

F. ANN RODRIGUEZ, RECORDER
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TOWN OF ORO VALLEY
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ORO VALLEY AZ 85737

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TODD T. POPOVICH

WHEN RECORDED, RETURN TO:
C. Timothy White, Esq.
Tiffany & Bosco, P.A.
1850 N. Central Ave., Suite 500
Phoenix, Arizona 85004

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
RANCHO VISTOSO NEIGHBORHOOD 5 - PARCEL B
Town of Oro Valley, Arizona**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rancho Vistoso Neighborhood 5 - Parcel B (this "First Amendment") is made as of the 4th day of December, 1997, by Monterey Homes Construction, Inc., an Arizona corporation, as successor in interest to Monterey Homes Construction I, Inc., an Arizona corporation (the "Declarant"), with reference to the following:

A. Declarant is Declarant, the Class "B" Member and currently holds at least sixty-seven percent (67%) of all votes entitled to be cast in the Association under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Rancho Vistoso Neighborhood 5 - Parcel B recorded on January 31, 1997, in Docket 10473, Page 636, *et seq.* (the "Declaration").

B. Pursuant to the authority vested in Declarant under Section 14.01 of the Declaration, Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, Declarant hereby amends and supplements the Declaration as follows:

1. **Recitals and Definitions Incorporated.** The recitals set forth above are by this reference incorporated herein. All terms which are capitalized in this First Amendment, thereby indicating their use as defined terms, shall have the meaning given to such terms in the Declaration.

2. **Amendments to Plat.** Declarant shall have the right, without requiring the consent or approval of the Association or any Member, to amend the Plat in any way Declarant deems appropriate. It is currently anticipated that Declarant may, prior to the development of Lots 90 through 144, amend the Plat to reconfigure Lots 90

through 144 (the "Modified Lots"); and the Common Area Tracts adjacent to such Lots in a fashion that will make such Lots approximately the same size as Lots 1 through 89 within the Project, which would result in an increase in the number of Lots within the Project. From and after the date of any such amendment to the Plat, the following provisions shall be effective:

a. The Common Areas are hereby adjusted to reflect any adjustments to the Common Areas as shown in any amended Plat, and Declarant and the Association shall execute deeds and any other instruments as may be necessary to effect such conveyances between each other as may be necessary to insure that Declarant owns each and every part of the Modified Lots and that the Association owns each and every part of the Common Areas adjacent to the Modified Lots, both as shown in the amended Plat.

b. Section 1.24 of the Declaration and any references to the "Lot 90-144 Sewer System" are hereby modified to reflect the actual numbers of the Modified Lots, and the reference in Section 1.24 to Lot 137 is hereby modified to reflect the Lot numbers for the Lots situated next to the lift or sanitary sewer station to be constructed adjacent to any of the Modified Lots. In addition, notwithstanding Section 8.15 of the Declaration, the costs associated with the operation, maintenance, upkeep and improvement of the lift and sewer system for the Modified Lots shall be paid equally by the Owners of the Modified Lots in the form of increased Annual or Special Assignments.

3. **Property.** Section 1.34 is amended to read as follows:

Section 1.34 - "Property". "Property" shall mean the Lots and the Common Areas as shown on the Plat, as may hereafter be amended or supplemented.

4. **Full Force and Effect.** As amended hereby, the Declaration remains in full force and effect.

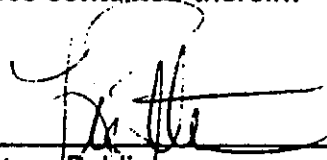
IN WITNESS WHEREOF, the undersigned has executed this Declaration this First Amendment as of the day and year set forth above.

MONTEREY HOMES CONSTRUCTION, INC., an
Arizona corporation

By Jeffrey R. Grobstein
Jeffrey R. Grobstein
Its Vice President

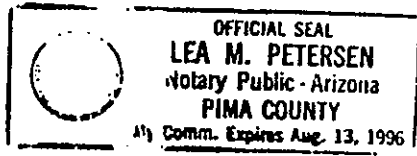
STATE OF ARIZONA)
)ss
County of Maricopa)

On this 4 day of December, 1997, before me personally appeared Jeffrey R. Grobstein, in his capacity as Vice President of Monterey Homes Construction, Inc., an Arizona corporation, known to me to be the person whose name is subscribed to the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he executed the same for the purposes contained therein.



Notary Public

My Commission Expires:
8/13/2000



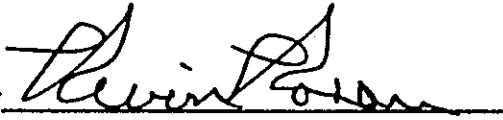
**CONSENT OF LIENHOLDERS
TO FIRST AMENDMENT
OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

Norwest Bank Arizona, National Association, a national banking association, and Bank One, Arizona, NA, a national banking association, hereby consent to the foregoing First Amendment dated December 4th, 1997.

DATED this 4th day of December, 1997.


LIENHOLDERS:

**NORWEST BANK ARIZONA, NATIONAL ASSOCIATION, a
national banking association**

By 
Kevin Kosan

Its Vice President

BANK ONE, ARIZONA, NA, a national banking association

By 

Its Assistant Vice President

STATE OF ARIZONA)
)ss
County of Maricopa)

On this 4th day of December, 1997, before me personally appeared Kevin Kosan, as the Vice President of Norwest Bank Arizona, National Association, a national banking association, known to me to be the person whose name is subscribed to the foregoing Consent of Lienholders to First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he executed the same on behalf of the banking association for the purposes contained therein.

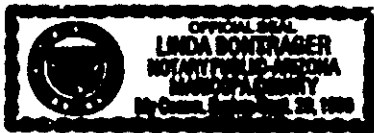
J. Ellen Manion
Notary Public

My Commission Expires:



STATE OF ARIZONA)
)ss
County of Maricopa)

On this 4th day of December, 1997, before me personally appeared Judd Popovich, as the Asst. Vice President of Bank One, Arizona, NA, a national banking association, known to me to be the person whose name is subscribed to the foregoing Consent of Lienholders to First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he executed the same on behalf of the banking association for the purposes contained therein.



Linda Bontziger
Notary Public

My Commission Expires:

Sept. 29, 1999

**CONSENT OF MEMBER
TO FIRST AMENDMENT
OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

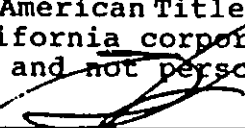
A & B

The undersigned, as an Owner of Lots 90-144 & C.A./ in Rancho Vistoso Neighborhood 5 - Parcel B, hereby approves of and consents to the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Rancho Vistoso Neighborhood 5- Parcel B, dated December 4th, 1997, and the undersigned hereby acknowledges and agrees that, pursuant to Section 14.01 of the Declaration, Declarant, acting alone, has the authority to amend the Declaration as set forth in the First Amendment and this consent is being sought by Declarant not out of necessity but to confirm the undersigned's knowledge of the modifications contained in the First Amendment.

DATED this 28th day of April, 1997⁸.

OWNER:

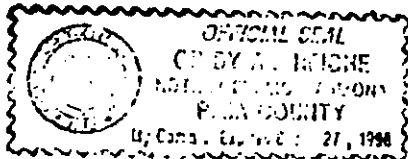
First American Title Insurance Company
a California corporation under Trust No.
and not personally



Brigitte Echave - Asst Vice President

STATE OF ARIZONA)
)ss
County of Maricopa)

On this 28th day of April, 1998, before me personally appeared Brigitte Edrave, NP, known to me to be the person whose name is subscribed to the foregoing Consent of Member to First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being a Member of the Association, acknowledged that he/she executed the same for the purposes contained therein.



My Commission Expires:
2/27/98

Cindy A. Reiche
Notary Public

STATE OF ARIZONA)
)ss
County of Maricopa)

On this ____ day of _____, 1997, before me personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Consent of Member to First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being a Member of the Association, acknowledged that he/she executed the same for the purposes contained therein.

Notary Public

My Commission Expires:

**CONSENT OF ASSOCIATION
TO FIRST AMENDMENT
OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

Monterey Homes at Rancho Vistoso Community Association hereby consents to the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Rancho Vistoso Neighborhood 5- Parcel B, dated December 4, 1997.

DATED this 4 day of DECEMBER, 1997.

ASSOCIATION:

MONTEREY HOMES AT RANCHO VISTOSO COMMUNITY ASSOCIATION, an Arizona nonprofit corporation

By Jeffrey R. Grobstein
Jeffrey R. Grobstein
Its _____

STATE OF ARIZONA)
)ss
County of Maricopa)

On this 4 day of December, 1997, before me personally appeared Jeffrey R. Grobstein, as the Vice President of Monterey at Rancho Vistoso Community Association, an Arizona nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing Consent of Association to First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he executed the same on behalf of the corporation for the purposes contained therein.

Lea M. Petersen

Notary Public

My Commission Expires:
8/13/2000

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