

F. ANN RODRIGUEZ, RECORDER  
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MAIL  
OASIS HILLS II HOMEOWNERS ASSN  
PO BOX 14198  
TUCSON AZ 85732

OASIS HILLS II HOMEOWNERS ASSOCIATION  
c/o Platinum Management, Inc.  
P. O. Box 14198  
Tucson, Arizona 85732

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FIRSTAMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR OASIS HILLS II HOMEOWNERS  
ASSOCIATION

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THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS is made by Oasis Hills II Homeowners Association, an Arizona Non-Profit Corporation this \_\_\_\_ day of January, 2015.

RECITALS

- A. Reference is hereby made to that certain "Declaration of Protective Covenants, Conditions, and Restrictions for Oasis Hills II", which was recorded on September 4, 2012, in Sequence number 20122480186, Pima County Records, (the "Declaration").
- B. Article 15, Section 15.4 of the Declaration states that the Declaration may be amended by "the affirmative vote for amendment of not less than seventy-five percent (75%) of the votes entitled to be cast."
- C. Pursuant to Article 15, Section 15.4 of the Declaration, the Association hereby confirms that the Membership cast affirmative votes in excess of seventy-five (75%) and causes an amendment to the Declaration as set forth in this First Amendment.

NOW, THEREFORE, the Association hereby declares, covenants and agrees as follows:

1. Article 4, Assessments is hereby amended with the addition of Section 4.15 to include the following provision:

**"Working Capital Fee and Transfer Fees"**

To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment and services, each purchaser of a Lot upon which the construction of improvements is complete, as evidenced by a certificate of occupancy or similar instrument that allows the Lot to be used as a residence, shall pay to the Association immediately upon becoming an Owner, a sum of one hundred and fifty dollars (\$150.00).

A Working Capital Fee shall continue to be payable upon each subsequent sale of a Lot, unless waived by the Board in writing. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this Declaration and the Articles and Bylaws. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as advance payment of any Assessments levied by the Association pursuant to this Declaration.

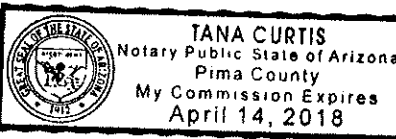
The Association may also collect reasonable administrative transfer fees (the "Administrative Transfer Fees") to compensate it for expenses in complying with State law as it pertains to providing notice and documents to prospective purchasers. Such Administrative Transfer Fees shall be in amounts and payable at such times as determined by the Board.

All other terms and conditions of the Declaration remain in full force and effect. To the extent of any inconsistency between the terms and provisions of this First Amendment, and the terms of provisions of the Declaration, the terms and provisions of this First Amendment shall govern and control. Words used herein with initial capital letters shall be defined as set forth in the Declaration, unless specifically defined herein.

IN WITNESS WHEREOF, the Association has executed this First Amendment to the Declaration of Conditions, Covenants, and Restrictions, the day, month and year first above written.

Oasis Hills II Homeowners Association

By: , as President



State of Arizona       )  
                                  ) ss.  
County of Pima        )

Acknowledged before me this 22 day of January, 2015  
by James Gaulin, the President of the Oasis Hills II Homeowners Association



Notary Public

My Commission Expires:

4/14/2018