

Unofficial Document

WHEN RECORDED, RETURN TO:

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Suite 1100
Phoenix, Arizona 85012-1656

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

MOD RSTR (DF)

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA OCT 19 1987 -1 80		
KEITH POLETIS, County Recorder		
FEE 12	PGS 8	C.W.

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87040187 DF 410 AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KEYSTONE

This Amendment to Declaration of Covenants, Conditions and Restrictions for Keystone (this "Amendment") is executed as of this 30th day of September, 1987, by Keystone Owners Association, an Arizona corporation.

RECITALS:

A. A Declaration of Covenants, Conditions and Restrictions for Keystone (the "Declaration") was recorded as Instrument No. 87-200680, records of Maricopa County, Arizona, imposing certain covenants, conditions and restrictions upon certain real property located in Maricopa County, Arizona.

B. Capitalized terms used in this Amendment without definition shall have the meanings given to such terms in the Declaration.

C. The Declaration provides that it may be amended by the written approval or the affirmative vote of Owners of not less than sixty-seven percent (67%) of the Lots.

D. Knoell Bros. Construction, Inc., an Arizona corporation (the "Declarant"), is the Owner of more than sixty-seven percent (67%) of the Lots in the Project. As evidenced by the execution of this Amendment by the Declarant, the amendments to the Declaration set forth in this Amendment have been approved by the Declarant.

NOW, THEREFORE, the Declaration is amended as follows:

1. The following Section 1.32 is added at the end of Article 1:

1.32. "Landscape Easement Areas" means those portions of Lot 101, Lot 178 and Lot 234 which are legally described on Exhibit C attached to this Declaration.

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2. Exhibit C attached to this Amendment is hereby added to the Declaration as Exhibit C.

3. Section 4.2 is amended to read as follows:

4.2. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for (i) the repair, maintenance and replacement of the Common Area, (ii) the repair, maintenance and replacement of the areas to be maintained by the Association pursuant to Section 7.1(B) or Section 7.2 of this Declaration, (iii) promoting the recreation, health, safety and welfare of the Owners and residents of Lots in the Project, and (iv) for the performance and exercise by the Association of its rights, duties and obligations under the Project Documents.

4. Section 6.6(B) is amended to read as follows:

(B) For inspection, ^{Unofficial Document} maintenance, repair and replacement of the Common Area situated in or accessible from such Lots and for the maintenance, repair and replacement of the Landscape Easement Areas or any portion of the Lots which are to be maintained by the Association pursuant to Section 7.2 of this Declaration;

5. Section 7.1(B) is amended to read as follows:

(B) In addition to maintaining, repairing or replacing the Common Area, the Association shall maintain, repair and replace (i) the landscaping and other Improvements located between the boundary of Tracts B and C and the back of the curb of Ranch Circle North and (ii) the Landscape Easement Areas.

6. Section 7.3 is amended to read as follows:

7.3. Maintenance of Lots by Owners. Each owner shall be solely responsible for the maintenance, repair and replacement of his Lot, and the Residential Unit and all Improvements located thereon, except for any portions of his Lot which are to be maintained by the Association pursuant to Section 7.1(B) or Section 7.2 of this Declaration.

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7. Section 7.4 is amended to read as follows:

7.4. Interference with Activities of the Association. No Owner or other Person shall in any way damage or destroy any Common Area or any area to be maintained by the Association pursuant to Section 7.1(B) or Section 7.2 of this Declaration or interfere with the activities of the Association in connection therewith. No Person shall construct or alter any Improvements situated on the Common Area or any area to be maintained by the Association pursuant to Section 7.1(B) or Section 7.2 of this Declaration without the prior written approval of the Architectural Committee. Any expense incurred by the Association by reason of any such act of any Person shall be paid by such Person, upon demand, to the Association to the extent such Person is liable therefor under Arizona law and, in the case of an Owner, such amounts shall be a lien on any Lots owned by said Owner, and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

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8. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect.

KEYSTONE OWNERS ASSOCIATION,
an Arizona corporation

By: 
Its: PRESIDENT

APPROVED:

KNOELL BROS. CONSTRUCTION, INC.,
an Arizona corporation

By: 
Thomas E. Knoell
Its: President