

**HOLD FOR LAWYERS TITLE**  
When recorded, return to:



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

94-0221331 03/18/94 04:44

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Lynn T. Ziolko, Esq.  
Ryley, Carlock & Applewhite  
Suite 2700  
101 North First Avenue  
Phoenix, Arizona 85003-1973  
D.F.

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**AMENDMENT TO DECLARATION**  
**(The Oasis at Anozira, 93-0631580)**

This Amendment to Declaration (The Oasis at Anozira, 93-0631580) ("Amendment") is executed as of February 23, 1994, 1994 ("Amendment Date") by the undersigned officers of The Oasis at Anozira Owners Association, an Arizona non-profit corporation.

BACKGROUND

**COURTESY RECORDING**  
**NO TITLE LIABILITY**

A. The Declaration of Covenants, Conditions and Restrictions for The Oasis of Anozira was recorded on September 17, 1993, in Document No. 93-0631500, Official Records of Maricopa County, Arizona ("Original Declaration") by Villazira Partners, an Arizona general partnership, the Declarant.

B. As used in this Amendment and unless otherwise defined in this Amendment, capitalized terms will have the meanings ascribed in the Original Declaration.

C. The Original Declaration covers the Property. The Property is comprised of three (3) Villages, each of which is being developed by a different Designated Builder.

D. The Owners of the Property desire to amend the Original Declaration to reflect the matters described below.

AMENDMENT

For valuable consideration, the Owners agree that the following provisions will amend the Original Declaration and will be binding on the Property and all parties having or acquiring an interest in the Property:

1. Section 17.1 of the Original Declaration is deleted and replaced in its entirety by the following new Section 17.1:

17.1 Residential Use. No Lot shall ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any business,

commercial use, manufacturing, industrial use, mercantile use, storage, vending, or other similar purposes; however, Declarant, any Designated Builder, and the agents, successors, or assigns of the Declarant or any Designated Builder may use the Property or Lots for any of the foregoing uses as may be required, convenient, or incidental to the construction and sale of residences in each Village, including, without limitation, use of a portion of the Village for a business office, management office, storage area, construction yard, signage, a model site or sites, and display and sales office during the construction and sales period. The foregoing restriction shall not prevent an Owner from conducting his or her personal affairs on the Lot or in the residence located on the Lot and shall not be deemed to prevent an Owner from using the residence located on the Lot for business purposes that: (i) utilize a minimal portion of the residence; (ii) do not result in the use of the residence for business meetings or appointments; (iii) do not result in shipping or receiving from or to the residence; and (iv) do not otherwise violate local zoning and use laws.

2. Section 17.6 of the Original Declaration is deleted and replaced in its entirety by the following new Section 17.6:

17.6 Pets. No animals, livestock, horses, birds, or poultry of any kind shall be raised, bred, or kept on or within any Lot or structure on a Lot; however, an Owner may keep up to two (2) dogs or two (2) cats or two (2) other household pets or two (2) of any combination of common household pets on or within the enclosed Private Yard if permitted under local zoning ordinances or in the residence located in the Lot. The foregoing restriction will not apply to fish contained in indoor aquariums. These permitted types and numbers of pets shall be permitted for only so long as they are not kept, bred, or maintained for any commercial purpose and for only so long as they do not result in an annoyance or nuisance to the other Owners. Each Owner shall be responsible for the immediate removal and disposal of the waste or excrement of all the Owner's pets. The Owner shall not leave any pet unattended for any unreasonably length of time and shall not allow its pet to move unrestrained about the Property any Public Yard, street, or Common

Area. Owners shall be liable for all damage caused by their pets. The Board may establish a system of fines or charges for any infraction of the foregoing, and the Board will be the sole judge for determining whether a pet is a common household pet or whether any pet is an annoyance or nuisance.

3. Section 17.8 of the Original Declaration is deleted and replaced in its entirety by the following new Section 17.8:

17.8 Vehicles. No commercial truck, semi, boat trailer, automobile trailer, dune buggy, all-terrain vehicle, wagon, trailer, camper, camper shell, mobile home, motor home, boat, or similar commercial or recreational equipment or vehicle (whether or not equipped with any sleeping quarters) (collectively referred to as "commercial and recreational vehicles") owned, leased, or used by an Owner of any Lot within the Project or the Owner's family members, guests, tenants, licensees, or invitees shall be parked upon a lot within the Project, unless: (i) the commercial and recreational vehicle is located in an enclosed garage located on the Owner's Lot or is located on the Owner's Lot in a recreational vehicle parking area that is otherwise not Visible from Neighboring Property; or (ii) the equipment or vehicle is parked in the driveway of the Lot or any public or private street within the Property on a nonrecurring and temporary basis for twenty-four (24) hours or less. A "nonrecurring" basis shall mean not more than once in any three (3) month period. For the purposes of this Section 17.8 only, the commercial and recreational vehicle will not be deemed to be "Visible from Neighboring Property" if the commercial and recreational vehicle is located within the Private Yard of a Lot that is appropriately screened from view from adjoining Lots, Common Area, and adjacent streets by a recreational vehicle gate, boundary wall, trees, shrubs, or other approved landscaping or screening methods. The Architectural Committee will be the sole judge as to the acceptability of any screening, and the screening required by the Architectural Committee may vary depending on the size and type of equipment or vehicle. Appropriate screening of the recreational vehicle parking area may not necessarily require that the equipment or vehicle be completely screened from view. All plans and specifications for any

recreational vehicle parking area must be approved in writing by the Architectural Committee prior to any construction or installation of the recreational vehicle parking area. The term "family vehicle" means any operable domestic or foreign cars, station wagons, sport wagons, vans, mini-vans, jeeps, sport utility vehicles, motorcycles, pick-up trucks (with a three-fourths (3/4) ton capacity or less and without campers or camper shells), or similar non-commercial and non-recreational vehicles used by the Owner or the Owner's family members, guests, tenants, licensees, or invitees for any family or domestic purpose. Family vehicles may be parked in garages, driveways, or recreational vehicle parking areas located on a Lot, but not in public or private streets located throughout the Property other than on a nonrecurring and temporary basis for twenty-four (24) hours or less. Routine maintenance and repairs of family vehicles or commercial and recreational vehicles may be performed only in an enclosed garage but not on any driveway located on a Lot, recreational vehicle parking area, any Private Yard or Public Yard, or on any public or private streets within the Project. No vehicles of any type may be constructed, reconstructed, or assembled anywhere on any Lot, except in an enclosed garage. No family vehicle or commercial and recreational vehicle shall be permitted to be or remain anywhere on any Lot in a state of disrepair or in an unoperable condition.

4. Section 17.13 of the Original Declaration is deleted and replaced in its entirety by the following new Section 17.13:

17.13 Antennas. Except as may be originally installed by the Declarant or any Designated Builder, no external radio, television antenna, or satellite dish may be installed or constructed on any Lot or on the roof of any residence located on a Lot in any manner that will make the external radio or television antenna or satellite dish Visible from Neighboring Property.

5. Section 17.15 of the Original Declaration is deleted and replaced in its entirety by the following new Section 17.15:

17.15 Clotheslines and Basketball Structures. Outside clotheslines or other facilities for

drying or airing clothes shall not be erected, placed, or maintained on the Property unless they are within the Private Yard on a Lot and are not Visible From Neighboring Property. Basketball structures and elevated backboards shall not be erected, placed, or maintained in the Public Yard on a Lot (including in front driveways) and may be erected, placed, and maintained solely in the rear portion of any Private Yard located on a Lot.

6. This Amendment has been approved and adopted by all Owners pursuant to the powers reserved in Section 21.1 of the Original Declaration. This Amendment will be effective immediately upon its recordation.

7. Except as provided in this Amendment, all terms and provisions of the Original Declaration shall remain in full force and effect. In the event of conflict between the terms and provisions of this Amendment and the Original Declaration, the terms and provisions of this Amendment shall prevail. From and after the recordation of this Amendment, all references to the term "Declaration" in the Original Declaration and this Amendment shall be deemed to refer to the Original Declaration as amended by this Amendment.

Executed, adopted, attested, and acknowledged as of the Amendment Date by the undersigned.

The Oasis at Anozira Owners  
Association, an Arizona  
non-profit corporation

By:   
Its: President

By:   
Its: Secretary

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of MARCH, 1994, by ALTA HANCOCK, the President of The Oasis at Anozira Owners Association, an Arizona non-profit corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

Lauran G. Johnson  
Notary Public

My commission expires:

July 26, 1996



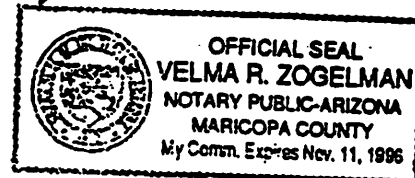
STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 7 day of March, 1994, by Jill Blundford, the Secretary of The Oasis at Anozira Owners Association, an Arizona non-profit corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

Velma R. Zogelman  
Notary Public

My commission expires:

11-11-96



**CONSENT OF DECLARANT AND  
DESIGNATED BUILDERS**

Pursuant to the requirements of Section 21.1 of the Declaration, the undersigned, representing all of the Owners entitled to vote for members of the Board, approve the amendments to the Original Declaration described in the attached Amendment by written consent without a meeting.


Dated as of the Amendment Date.

"Declarant"

Villazira Partners, an Arizona  
general partnership

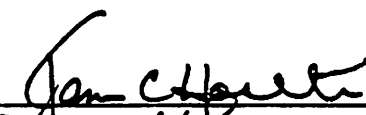
By: WLV 103 Limited Partnership,  
an Arizona limited partnership,  
a general partner

By: Westcor Land Company, an  
Arizona corporation, its  
general partner

By:   
Its: Treasurer

By: DMB Property Ventures Limited  
Partnership, a Delaware limited  
partnership, a general partner

By: DMB GP, Inc., an Arizona  
corporation, its general  
partner

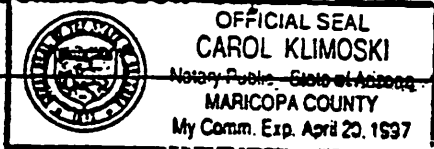
By:   
Its: V.P.

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 14 day of March, 1994, by JAMES C. HOSELTON, the VICE PRESIDENT of DMB GP, Inc., an Arizona corporation, the general partner of DMB Property Ventures Limited Partnership, a Delaware limited partnership, a general partner of Villazira Partners, an Arizona general partnership, who executed the foregoing on behalf of the partnership, being authorized so to do for the purposes therein contained.

Carol Klimoski  
Notary Public

My commission expires:



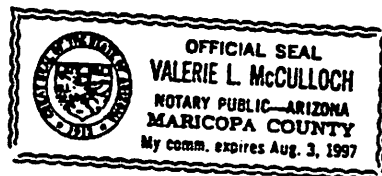
STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 14 day of March, 1994, by Richard D. West, the VICEDIRECTOR of Westcor Land Company, an Arizona corporation, the general partner of WLV 103 Limited Partnership, an Arizona limited partnership, a general partner of Villazira Partners, an Arizona general partnership, who executed the foregoing on behalf of the corporation and partnership, being authorized so to do for the purposes therein contained.

Valerie L. McCulloch  
Notary Public

My commission expires:

August 3, 1997





CONSENT OF DECLARANT AND  
DESIGNATED BUILDERS

Pursuant to the requirements of Section 21.1 of the Declaration, the undersigned, representing all of the Owners entitled to vote for members of the Board, approve the amendments to the Original Declaration described in the attached Amendment by written consent without a meeting.

Dated as of the Amendment Date.

Jeff Blandford Development Corp.,  
an Arizona corporation

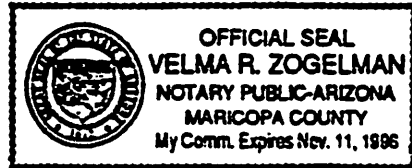
By: *[Signature]*  
Its President

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 7 day of March, 1994, by Jeff Blandford, the President of Jeff Blandford Development Corp., an Arizona corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

*Velma R. Zogelman*  
Notary Public

My commission expires:  
11-11-96



CONSENT OF DECLARANT AND  
DESIGNATED BUILDERS

Pursuant to the requirements of Section 21.1 of the Declaration, the undersigned, representing all of the Owners entitled to vote for members of the Board, approve the amendments to the Original Declaration described in the attached Amendment by written consent without a meeting.

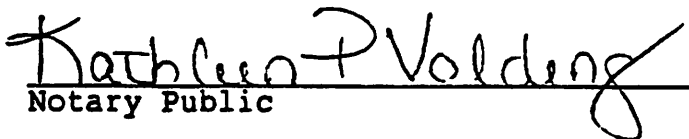
Dated as of the Amendment Date.

Beazer Homes Arizona Inc.,  
a Delaware corporation, doing  
business in Arizona as Hancock  
Homes

By:   
\_\_\_\_\_  
its \_\_\_\_\_

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 15th day of March, 1994, by Greg Hancock, the President of Beazer Homes Arizona Inc., a Delaware corporation, doing business in Arizona as Hancock Homes, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public

My commission expires:

July 1, 1997

CONSENT OF DECLARANT AND  
DESIGNATED BUILDERS

Pursuant to the requirements of Section 21.1 of the Declaration, the undersigned, representing all of the Owners entitled to vote for members of the Board, approve the amendments to the Original Declaration described in the attached Amendment by written consent without a meeting.

Dated as of the Amendment Date.

Fulton Homes Corporation,  
an Arizona corporation

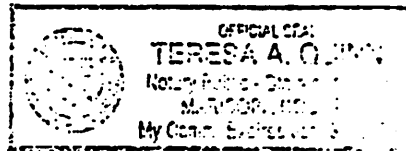
By: *Norman Lee Nicholls*  
Its *Pres.*

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this *23rd* day of *February* 1994, by *Norman Lee Nicholls*, the *President* of Fulton Homes Corporation, an Arizona corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

*Teresa A. Quinn*  
Notary Public

My commission expires:  
*1-31-96*



**EXHIBIT "A"**

**Lots 1 through 387 inclusive and Tracts A through Z inclusive, OASIS AT ANOZIRA, according to Book 365 of Maps, page 19, records of Maricopa County, Arizona.**