

6023544
COMMERCIAL TRUST AND TITLE CO.

MOD RSTR

84 219408

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE ESTATES AT DREAMY DRAW

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Estates at Dreamy Draw, made this 21 day of May, 1984, and approved by Dreamy Draw Limited Partnership the sole Owner and Member, amends that certain Declaration of Covenants, Conditions and Restrictions for The Estates at Dreamy Draw, recorded on March 13, 1984 in 84-104844 records of Maricopa County, Arizona (the "Declaration") as follows:

1. The name of the project is changed from "THE ESTATES AT DREAMY DRAW" to "ESTATES AT DREAMY DRAW." Every reference in the Declaration to "The Estates at Dreamy Draw" is hereby changed to "Estates at Dreamy Draw."

2. The recording information for the Map, omitted in Article I, Section 1.7 shall be as follows:

"Book 265 of Maps, page 31"

Except as expressly amended above the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed as of the day first above written.

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
MAY 22 1984 -10 00
BILL HENRY, COUNTY RECORDER
FEE \$ 2.00 PGS 2 R.B.

DREAMY DRAW LIMITED PARTNERSHIP
an Arizona limited partnership

By Matt Como (Gen Partner)
Matt Como, General Partner

By J.R. Amoruso (Gen Partner)
John Amoruso, General Partner

ESTATES AT DREAMY DRAW HOMEOWNERS'
ASSOCIATION, an Arizona corporation

By Matt Como (DIRECTOR)
Matt Como, Director

By J.R. Amoruso (DIRECTOR)
John Amoruso, Director

84 219408

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 21 day of May, 1984, before me, the undersigned Notary Public, personally appeared MATT COMO and JOHN AMOROSO, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

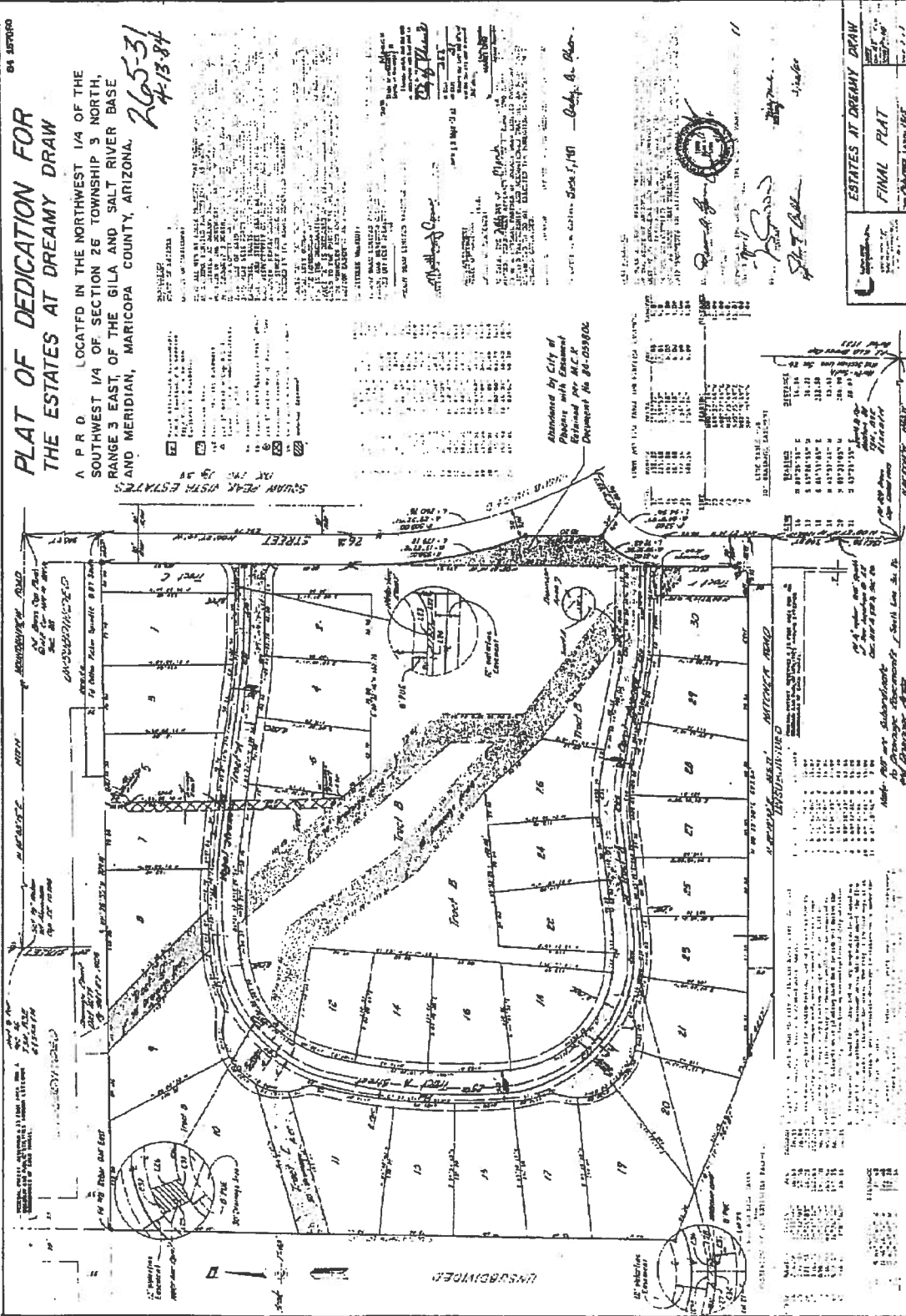
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Harold J. Clifford McQuinn
Notary Public

My Commission Expires:

6-23-87

"Notice: This is i. er a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."



PLAT OF DEDICATION FOR THE ESTATES AT DREAMY DRAW

A P R D LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

265-31
4-13-84

- 1. All lots shown on this plat are subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 2. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 3. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 4. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 5. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 6. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 7. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 8. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 9. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.
- 10. The plat is subject to the provisions of the Arizona Subdivision Map Act, Chapter 25, A.R.S.

LOT	ACRES	SQ. FT.
1	0.10	6,969.6
2	0.10	6,969.6
3	0.10	6,969.6
4	0.10	6,969.6
5	0.10	6,969.6
6	0.10	6,969.6
7	0.10	6,969.6
8	0.10	6,969.6
9	0.10	6,969.6
10	0.10	6,969.6
11	0.10	6,969.6
12	0.10	6,969.6
13	0.10	6,969.6
14	0.10	6,969.6
15	0.10	6,969.6
16	0.10	6,969.6
17	0.10	6,969.6
18	0.10	6,969.6
19	0.10	6,969.6
20	0.10	6,969.6
21	0.10	6,969.6
22	0.10	6,969.6
23	0.10	6,969.6
24	0.10	6,969.6
25	0.10	6,969.6
26	0.10	6,969.6
27	0.10	6,969.6
28	0.10	6,969.6
29	0.10	6,969.6
30	0.10	6,969.6
31	0.10	6,969.6

Attested by City of Phoenix with Assessor's Return for A.C.R. Department No. 86-055006

APPROVED AND ATTESTED:
 City of Phoenix
 Assessor
 [Signature]

APPROVED AND ATTESTED:
 City of Phoenix
 Recorder
 [Signature]

APPROVED AND ATTESTED:
 City of Phoenix
 Clerk
 [Signature]

ESTATES AT DREAMY DRAW
FINAL PLAT
APPROVED FOR RECORD

RECORDED RETURN:
H.J. Como
3228 E. Indian School Rd.
Suite 104
Phoenix, AZ 85018

MODIFIED

84 305379

COURTESY
COMMONWEALTH LAND
TITLE INSURANCE CO.

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ESTATES AT DREAMY DRAW

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Estates at Dreamy Draw, made this 10 day of July, 1984, and approved by Dreamy Draw Limited Partnership the sole Owner and Member, amends that certain Declaration of Covenants, Conditions and Restrictions for The Estates at Dreamy Draw, recorded on March 13, 1984 in 84-104844 records of Maricopa County, Arizona as amended by First Amendment recorded on May 21, 1984 in 84-219408 records of Maricopa County (collectively the "Declaration") as follows:

1. Exhibit B to the Declaration is hereby replaced and amended to read in full as follows:

Exhibit B

Interests in Common Elements.

Each Patio Home Unit shall have a one-thirtieth (1/30) undivided interest in the Common Elements.

Assessments.

The respective share of regular and special assessments of each Patio Home Unit shall be one-thirtieth (1/30).

2. A new Section 3.7 is hereby added following Section 3.6 of the Declaration, which shall read in full as follows:

Section 3.7. Maintenance of Front Yard Portion of Patio Home Units. Notwithstanding anything in this Declaration to the contrary, the Association shall have the exclusive right and obligation to maintain, repair and replace, at Association expense, the Front Yards of the Patio Home Units. The Front Yard of each Patio Home Unit shall be maintained by the Association in the same condition as delivered to the Owner upon his becoming the Owner of such Patio Home Unit. No Owner shall in any way alter or improve the Front Yard of such Owner's Patio Home Unit without the prior

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OF MARICOPA COUNTY, ARIZONA
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BILL HENRY, COUNTY RECORDER
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written approval of the Association's Board of Directors. Any request for such approval shall be accompanied by detailed plans and maintenance estimates for the proposed improvement or alteration plus a reasonable review fee as determined by the Board at the time of the submission (not to exceed \$200). The Board shall have full and absolute discretion in approving or rejecting any request. Any approval may be conditioned, among other things, upon the requesting Owner's written, recorded agreement to pay a special maintenance assessment sufficient to cover the costs of maintaining the proposed improvement or alteration, which assessment shall thereafter run with the Patio Home Unit as a Special Assessment under this Declaration fully secured by the Association Lien and binding the Patio Home Unit, the Owner, and the future Owner's of such Patio Home Unit. All approved alterations and improvements shall be completed by the Owner within 30 days following Board approval (or such longer period as the Board shall allow in writing) at his sole cost and expense and pursuant to the approved plans. Upon completion all such alterations and improvements shall thereafter be maintained by the Association under this Section. For purposes of this Section the "Front Yard" of a Patio Home Unit shall consist of that portion of the related Patio Home Lot extending from the front pins of such Patio Home Lot (approximately the front street line) back to a line across such Patio Home Lot draw through and extending from and parallel to the front wall of the Patio Home Unit on such Patio Home Lot.

Except as expressly amended above the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to the Declaration to be executed as of the day first above written.

DREAMY DRAW LIMITED PARTNERSHIP,
an Arizona limited partnership

By Matt Gomo (General Partner)
Matt Gomo, General Partner

By J.R. Amoroso (General Partner)
John Amoroso, General Partner

84 305379

ESTATES AT DREAMY DRAW HOMEOWNERS' ASSOCIATION, an Arizona corporation

By Matt Como
Matt Como, Director

By John Amoroso
John Amoroso, Director

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 10 day of July, 1984, before me, the undersigned Notary Public, personally appeared MATT COMO and JOHN AMOROSO, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carolina A. Lopez
Notary Public

My Commission Expires:
My Commission Expires Feb. 8, 1988

MOD RSTR (DF)

418 89 528736

**PROPOSED AMENDMENT TO SECTION 3.7 OF THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE ESTATES AT DREAMY DRAW**

This is the third amendment to the Covenants, Conditions, and Restrictions for The Estates At Dreamy Draw, made this 26th day of October, 1989 and approved by the Homeowners Association of The Estates At Dreamy Draw. This amendment amends that certain Declaration for Covenants, Conditions, and Restrictions for The Estates At Dreamy Draw, recorded on July 13, 1984 in 84-104866 records of Maricopa County, Arizona, as amended by First Amendment, recorded May 22, 1984 in 84-219408 and Second Amendment recorded on July 13, 1984 in 84-305379 records of Maricopa County (collectively the "Declaration") as follows:

1. Exhibit B, Section 3.7 is hereby replaced and amended as follows:

Section 3.7. MAINTENANCE OF FRONT YARD PORTION OF PATIO HOME UNITS. Notwithstanding anything in this Declaration to the contrary, the Homeowner shall have the right and obligation to maintain, repair, and replace at Homeowner's expense front yards of the Patio Home Units. The front yard of each Patio Home Unit shall be maintained by the Homeowner in the same condition as it was on the date of approval of this amendment, October 26, 1989. No Owner shall in any way alter or improve the Front Yard of such Owner's Patio Home Unit without the prior written approval of the Association's Board of Directors. Any request for such approval shall be accompanied by detailed plans and maintenance estimates for the proposed improvement or alteration plus a reasonable review fee as determined by the Board at the time of the submission (not to exceed \$200.00). The Board shall have full and absolute discretion in approving or rejecting any request. All approved alterations and improvements shall be completed by the Owner within 30 days following Board approval (or such longer period as the Board shall allow in writing) at his sole cost and expense and pursuant to the approved plans. For purposes of this Section the "Front Yard" of a Patio Home Unit shall consist of that portion of the related Patio Home Lot extending from the front pins of such Patio Home Lot (approximately the front street line) back to a line across such Patio Home Lot draw through and extending from and parallel to the front wall of the Patio Home Unit on such Patio Home Lot. In the event any homeowner shall fail to maintain their front yard as outlined above, the Association shall give written notice of the deficiencies to said Homeowner by registered or certified mail, postage prepaid, return receipt requested, which notice shall give said Homeowner fifteen (15) days from the date of the delivery of the notice to correct said deficiencies. Delivery shall be changed to be the actual date of delivery of two (2) days from the date of mailing, if delivery cannot be completed. If the deficiencies are not timely corrected, then the Association shall have the right to enter the premises and correct all deficiencies and replace any and all plants, etc., that need to be replaced at the discretion of the Landscape Committee, and shall be a lien upon the Homeowner's lot. In the event said lien or charges are not timely paid, legal action shall be commenced for collection of said lien and charges. Attorney fees and court costs will be charged to the Homeowner.

TURN
FROM

89 528736

Except as expressly amended above, the Declaration shall remain in full force and effect in accordance with its terms.

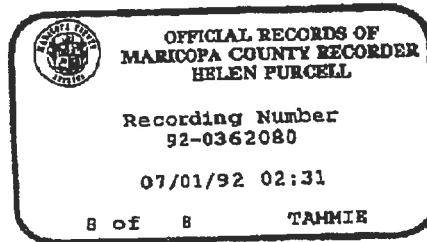
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to the Declaration to be executed as of the day first above written.

THE ESTATES AT DREAMY DRAW
HOMEOWNER ASSOCIATION

By *Garv Kertson*
Garv Kertson, President

By *Eric Hauenstein*
Eric Hauenstein, Secretary

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
NOV 15 89 - 3 00
HELEN PURCELL, County Recorder
FEE 900 PGS 2



AMENDMENT TO SECTION 3.4 OF THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE ESTATES AT DREAMY DRAW

This is the fourth amendment to the Covenants, Conditions, and Restrictions for The Estates At Dreamy Draw, made this 6th day of April, 1992, and approved by the Homeowners Association of The Estates At Dreamy Draw. This amendment amends that certain Declaration for Covenants, Conditions, and Restrictions for The Estates At Dreamy Draw, recorded on July 13, 1984 in 84-104844 records of Maricopa County, Arizona, as amended by First Amendment, recorded May 22, 1984 in 84-219408, Second Amendment recorded on July 13, 1984 in 84-305379, and third amendment recorded November 15, 1989 in 89-528736 records of Maricopa County (collectively the "Declaration") as follows:

1. Section 3.4 is hereby replaced and amended as follows:

Subject to Section 2.15 and Section 16.1 hereof, there shall be no material alteration or further substantial improvement of the Common Elements without prior approval by Members of the Association holding at least three-fourths (3/4) of the votes eligible to be cast; and if such approval is obtained, the costs of said alterations or improvements shall be borne by the Association and specifically assessed against all the Owners in the manner specified in Section 4.4. Each and every Owner shall own his or her full percentage interest in the Common Elements which are so altered or improved.

Except as expressly amended above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to the Declaration to be executed as of the day first above written.

THE ESTATES AT DREAMY DRAW
HOMEOWNER ASSOCIATION

By Harold Wright
Harold Wright, President

By Donna Martinich
Donna Martinich, Vice-President