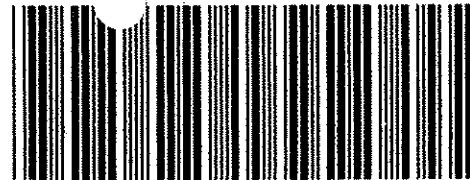


**RETURN TO
E-2 MESSENGER**



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0397032 03/31/03 16:55
1 OF 1

ALANIZE

When recorded, return to:

Ekmark & Ekmark, L.L.C.
6720 N. Scottsdale Road, Suite 261
Scottsdale, Arizona 85253

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VERDANTE AT WESTLAND ESTATES**

VERDANTE AT WESTLAND ESTATES HOMEOWNERS ASSOCIATION ("Association") hereby amends the Declaration of Covenants, Conditions and Restrictions for Verdante at Westland Estates, recorded at recording number 97-0717178, of the records of the County Recorder for Maricopa County, Arizona, and all amendments thereto, ("Declaration") as follows:

1. The last sentence of Section 3.11 is amended to read as follows:

"The leasing of a Residential Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section so long as such lease does not conflict with the provisions set forth in Sections 3.11.1 or 3.11.2. Furthermore, no business shall be allowed that conflicts with the provisions of Sections 3.11.1 or 3.11.2."

2. Section 3.11.1 is added as follows:

"3.11.1 No Lot or Residential Unit constructed thereon may be used and/or occupied by any Person pursuant to any Timesharing Plan, Fractional Ownership Plan or Membership Plan herein referred to as a "Timesharing Plan". For purposes of this Section, "Timesharing Plan" means the joint or common ownership, use and/or occupancy of a Lot or residential dwelling unit constructed thereon by three (3) or more Unrelated Persons during any 365 day period for the primary purpose of allocating periodic use or occupancy of such residential dwelling unit among Unrelated Persons or their lessees, sublessees, assignees, or permittees on an ongoing basis over time pursuant to a timesharing plan or similar arrangement, regardless of whether such arrangement constitutes a timesharing plan or timeshare interests under Arizona law or under the laws of any other particular state. Any type of joint use or occupancy plan that allows the use and/or occupancy of the Lot by three (3) or more Unrelated Persons during any 365 day period, whether or not the Lot is only owned by one Person, and whether or not currency or other form

of compensation, trade or barter is provided in exchange for the use of the Lot, is prohibited. For purposes of this Section, "Unrelated Persons" means purchasers or holders of such rights of use or occupancy, whether by owning a fee title interest, or by holding some other right or interest, or some other right of occupancy, whether or not any interest in the Lot is connected to said right, directly or indirectly, individually or through a corporation, partnership, limited liability company, trust or other entity, who are not related by blood, adoption or marriage. In calculating three (3) or more Unrelated Persons, a husband and wife and their children (including the children of only one spouse), or a family trust or any other entity comprised exclusively of same, shall collectively constitute only one Unrelated Person."

3. Section 3.11.2 is added as follows:

"3.11.2 No Owner may lease less than his entire Lot and the Resident Unit situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Association Rules and any State, County, or City Rules or Regulations regarding leasing of properties. The lease shall contain a requirement that any violation of this Declaration or the Association Rules, State, County, or City Rules by the lessee or the other occupants shall be a default under the lease. Such default shall be subject to monetary penalties as determined by the Board of Directors and the provisions of the Declaration, Articles, By-Laws and Association Rules provided herein. There shall be no subleasing of residential dwelling units or assignments of leases. Furthermore, the Lot may not be leased to more than three (3) Unrelated Persons (as defined in Section 3.11.1) during any 365 day period. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information in writing: (i) the commencement date and expiration date of the lease term; (ii) the names of each of the lessees and each other person who will reside in the residential dwelling unit during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; (iv) whether the lessee will be keeping any pets on the Lot or in the residential dwelling unit during the lease term and, if so, the number of pets and a description of each such pet; (v) the number of vehicles, motorized or otherwise, including a description and license numbers of each vehicle; and (vi) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Lot or residential dwelling unit. Any Owner who leases his Lot and the residential dwelling unit situated thereon must provide the lessee with copies of this Declaration and the Association Rules. An Owner who leases or otherwise grants occupancy rights to his/her Lot to any Person shall be responsible for assuring compliance by the Occupant with all of the provisions of the Declaration, Articles, By-Laws, Association Rules and Design Guidelines and shall be jointly and severally responsible for any violations by the Occupant thereof."

The President of the Association hereby certifies that this amendment has been approved by the required percentage of the members according to the terms of the Declaration.

DATED this 31ST day of MARCH, 2003.

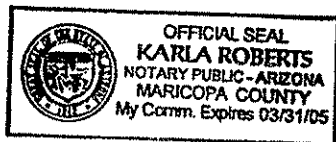
Verdante at Westland Estates Homeowners
Association

By: David L. Crowell

Its: PRESIDENT - H.O.A.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31ST day of MARCH, 2003, before me the undersigned Notary Public, personally appeared DAVID L CROWELL who acknowledged to me that he is the President of the Association and that he executed the foregoing agreement on behalf of the Association for the purposes expressed therein.



Notary Public Karla Roberts

My Commission expires: _____

EXHIBIT A

Lots 1 through 39 and Tracts "A" and "B", Westland Estates,
according to the Plat recorded in Book 451, page 50, records
of Maricopa County, Arizona.