

WHEN RECORDED, RETURN TO:

DONALD E. DYEKMAN
O'Connor, Cavanagh, et al.
One East Camelback Road
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 00		
KEITH POLETIS, County Recorder		
FEE 12-	PGS 8	C.W.

87 640230

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.

R E C I T A L S:

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, 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.

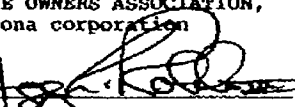
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7. Section 7.4 is amended to read as follows:

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.

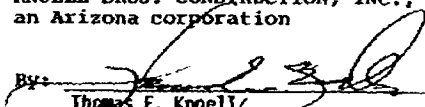
8. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect.

KEYSTONE OWNERS ASSOCIATION,
an Arizona corporation

By: 
Its: RESIDENT

APPROVED:

KNOELL BROS. CONSTRUCTION, INC.,
an Arizona corporation

By: 
Thomas E. Knoell
Its: President

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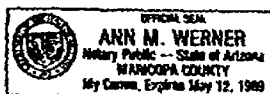
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 30th
day of September, 1987, by George L. Robb III,
the President of KEYSTONE OWNERS ASSOCIATION, an
Arizona corporation, on behalf of the corporation.

AMW
Notary Public

My Commission Expires:

May 12, 1989



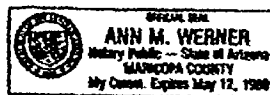
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 30th
day of September, 1987, by Thomas E. Knoell,
the President of KNOELL BROS. CONSTRUCTION, INC.,
an Arizona corporation, on behalf of the corporation.

AMW
Notary Public

My Commission Expires:

May 12, 1989



87 640230

STATE OF ARIZONA)
) ss.
County of Maricopa)

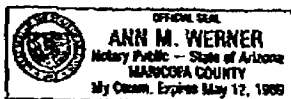
The foregoing was acknowledged before me this 30th
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Arizona corporation, on behalf of the corporation.



Notary Public

My Commission Expires:

May 12, 1989



STATE OF ARIZONA)
) ss.
County of Maricopa)

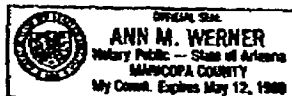
The foregoing was acknowledged before me this 30th
day of September, 1987, by Thomas E. Knocli,
the President of KNOELL BROS. CONSTRUCTION, INC.,
an Arizona corporation, on behalf of the corporation.



Notary Public

My Commission Expires:

May 12, 1989



CONSENT OF LIENHOLDER

87 640230

The undersigned, as both beneficiary and trustee under that certain Deed of Trust and Assignment of Rents recorded as Instrument No. 86-703330, records of Maricopa County, Arizona, hereby consents to and approves the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Keystone.

Dated this 6th day of October, 1987.

THE ARIZONA BANK, an Arizona corporation

By: [Signature]
Its: Edward J. Brockman
Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 6th day of October, 1987, by Edward J. Brockman, the Vice President of THE ARIZONA BANK, an Arizona corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
OFFICIAL SEAL
CAROL H. BABBITT
Notary Public State of AZ
MARICOPA COUNTY
My Comm. Expires Sept. 29, 1989

Job No. 860201
February 24, 1987



CLOUSE ENGINEERING, INC.

ENGINEERS AND SURVEYORS

3815 NORTH 32ND STREET

PHOENIX, ARIZONA 85018

TEL. 955-4690

87 640230

LEGAL DESCRIPTION
FOR
LANDSCAPE EASEMENT

That part of Lot 178 of Keystone, a planned residential development as recorded in Book 306, Page 20, Maricopa County Records.

From the S.E. corner of said Lot 178 and the N.E. corner of Tract "V"; thence N. $67^{\circ} 03' 13''$ W. along the common line with Lot 178 and Tract "V" 70.99 feet to a point on a curve having a radius point bearing N. $64^{\circ} 50' 58''$ W. 26.00 feet; thence Northerly 6.03 feet along the arc of this curve through $13^{\circ} 17' 30''$ of central angle; thence S. $67^{\circ} 03' 13''$ E. 37.47 feet; thence S. $89^{\circ} 52' 09''$ E. 29.00 feet to a point on the East line of the said Lot 178; thence S. $00^{\circ} 07' 51''$ W. along the East line of the said Lot 178, a distance of 18.71 feet to the point of beginning.

EXHIBIT C

Paul E. Clouse, Inc. P. E.

1 of 3

Job No. 860201
February 24, 1987



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LEGAL DESCRIPTION
FOR
LANDSCAPE EASEMENT

That part of lot 101 of Keystone, a planned residential development,
as recorded in Book 306, Page 20, Maricopa County Records.

From the N.E. corner of the said Lot 101, measure S. 20° 22' 25" E.
along the common line of Lot 101 and Tract "E", a distance of 12.00
feet; thence N. 65° 29' 05" W. 16.94 feet to a point on a curve on
the North line of said Lot 101, having a radius point bearing
S. 20° 49' 39" E. 1515.00 feet; thence Easterly 12.00 feet along
the arc of this curve through 00° 27' 14" of central angle to the point
of beginning.

Job No. 860201
February 14, 1987



CLOUSE ENGINEERING, INC.
ENGINEERS AND SURVEYORS

3815 NORTH 32ND STREET

PHOENIX, ARIZONA 85018

TEL. 955-4880

87 640230

LEGAL DESCRIPTION
FOR
LANDSCAPE EASEMENT

That part of Lot 234 of Keystone, a planned residential development as recorded in Book 306, Page 20, Maricopa County Records,

From the N.W. corner of said Lot 234, said point being on a curve having a radius bearing S. 18° 12' 40" E. 1515.00 feet; thence along the common line with Tract "C" and Lot 234, a distance of 15.00 feet through 00° 34' 02" of central angle; thence S. 17° 38' 38" E. 5.00 feet; thence S. 72° 04' 21" W. 14.73 feet to a point on a curve on the West line of the said Lot 234, radius point bearing N. 69° 02' 46" E. 683.42 feet; thence Northerly 5.00 feet along the arc of this curve through 00° 25' 11" of central angle to the point of beginning.