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**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
VICTORIA ESTATES**

This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Victoria Estates (this "**First Amendment**") is made as of this 6th day of JULY, 2011, by Victoria Estates Homeowners Association, an Arizona nonprofit corporation (the "**Association**").

RECITALS

A. An Amended and Restated Declaration of Covenants, Conditions and Restrictions for Victoria Estates (the "**Declaration**") was recorded on May 12, 2011, at Recording No. 2011-0405089, in the official records of the County Recorder of Maricopa County, Arizona to establish a general plan for the development and use of the planned community known as Victoria Estates.

B. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

C. Section 11.3 of the Declaration provides that the Declaration may be amended at any time by the affirmative vote of the Owners of not less than two-thirds (2/3) of the Lots. Section 11.3 further provides that so long as the Declarant owns any Lot, any amendment to the Declaration must be approved in writing by the Declarant. Fulton Homes Corporation, an Arizona corporation ("**Fulton Homes**") is the Declarant under the Declaration and holds two-thirds (2/3) or more of the Lots. As evidenced by the Consent of Declarant attached hereto, Fulton Homes has consented to and voted in favor of this First Amendment. Section 11.3 further provides that any amendment approved by the Owners shall be signed by the President or Vice President of the Association and shall certify that the amendment was approved as required by Section 11.3.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 4.12 of the Declaration is amended in its entirety to read as follows:

(a) As used in this Section, the following definitions apply: (1) "Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all terrain vehicle, utility vehicle, pickup truck or other motor vehicle; and (2) "Streets" means the streets shown on the Plat.

(b) No mobile home, travel trailer, tent trailer, trailer, camper shell, or other similar equipment or vehicle may be parked, kept or stored on the Common Area. No mobile home, travel trailer, tent trailer, trailer, camper shell, or other similar equipment may be parked, kept or stored on any Lot so as to be Visible From Neighboring Property. Except as permitted by this Section, no boat or boat trailer shall be parked, kept or stored on any Lot so as to be Visible From Neighboring Property.

(c) Except as expressly permitted by this Section, no Motor Vehicle may be parked, kept or stored on any Lot or the Common Area. Except as provided in Subsection (h) of this Section, Motor Vehicles shall only be parked on the following areas of a Lot in accordance with the provisions of Subsection (f): (1) the garage or carport situated on the Lot of the Owner, Lessee or Resident; (2) the driveway on the Lot constructed as part of the initial construction of Improvements on the Lot by the Declarant; or (3) a driveway expansion constructed on the Lot with the approval of the Design Review Committee.

(d) No Motor Vehicles designed or used for carrying merchandise, supplies or equipment for commercial purposes may be parked on the Common Area or on a Lot, except for the temporary parking of the Motor Vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners, Lessees or Residents.

(e) It is the intent of this Section to limit parking on the Streets. No Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot may be parked on the Streets if space for the parking of the Motor Vehicle is available in any of the following areas: (1) the garage or carport situated on the Lot of the Owner, Lessee or Resident; (2) the driveway on the Lot constructed as part of the initial construction of Improvements on the Lot by the Declarant; or (3) a driveway expansion constructed on the Lot with the approval of the Design Review Committee.

(f) It is also the intent of this Section to limit the parking of Motor Vehicles owned or leased by an Owner, Lessee or Resident of the Lot in the driveway and in any driveway expansion situated on the Lot. Accordingly, Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Lot must be parked in the garage or carport situated on the Lot to the extent space is available in the garage or carport for the parking of such Motor Vehicles. If space is not available in the garage or carport, then Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Lot may be parked on the driveway constructed as part of the initial construction of Improvements on the Lot by the Declarant. Parking of Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Lot may only be parked on a driveway expansion constructed with the approval of the Design Review Committee if space for the parking of such Motor Vehicles is not available either in the garage or carport or in the driveway constructed as part of the initial construction or Improvements on the Lot by the Declarant. The parking of a Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot on a driveway expansion is also subject to such rules and regulations as may be adopted by the Board.

(g) No Motor Vehicle of any kind may be stored on a Lot except in a garage, and no Motor Vehicle of any kind may be stored on the Common Area. For purposes of illustration but not of limitation, a Motor Vehicle shall be deemed stored if it is covered by a car cover, tarp or other material. Motor Vehicles owned by guests of an Owner, Lessee or other Resident may be parked in the driveway on a Lot or on the Streets or in designated parking spaces on the Common Area.

(h) Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be parked in the driveway on a Lot for the purpose of loading or unloading, subject to such limitations as may be established by the Board. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident and boats and boat trailers owned or leased by an Owner, Lessee or Resident may be parked or stored in the side yard of a Lot, subject to such limitations and requirements (including, but not limited to, height, screening and location) as may be adopted by the Board.

(i) No Motor Vehicle shall be constructed, reconstructed or repaired on any Lot in such a manner as to be Visible From Neighboring Property, and no inoperable Motor Vehicle may be stored or parked on any Lot in such a manner as to be Visible From Neighboring Property. Except for emergency repairs, no Motor Vehicle shall be constructed, reconstructed or repaired on the Streets or any other part of the Common Area. No inoperable Motor Vehicle may be stored or parked on the Streets or any other part of the Common Area.

(j) The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the Streets and implementing the provisions of this Section. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Board of Directors, the provisions of this Section shall control.

2. Except as expressly amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Declaration, this First Amendment shall control.

3. The Association certifies that this First Amendment was approved as required by Section 11.3 of the Declaration.

VICTORIA ESTATES HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation

By: *Norman Lee Nicholls*

Name: NORMAN LEE NICHOLLS

Title: PRESIDENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 5TH day of JULY, 2011, by NORMAN LEE NICHOLLS the PRESIDENT of Victoria Estates Homeowners Association, an Arizona corporation, on behalf of the corporation.

Katharine A. Barnes
Notary Public

My Commission Expires:
02/15/2013



CONSENT OF DECLARANT

Fulton Homes Corporation, an Arizona corporation, as the Declarant under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Victoria Estates, hereby votes for and consents to the foregoing First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Victoria Estates.

Dated this 5TH day of JULY, 2011.

FULTON HOMES CORPORATION,
an Arizona corporation
By: *Norman Lee Nicholls*
Name: NORMAN LEE NICHOLLS
Title: PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument, was acknowledged before me this 5TH day of JULY, 2011, by NORMAN LEE NICHOLLS, the PRESIDENT of FULTON HOMES CORPORATION, an Arizona corporation, on behalf of the corporation.

Katharine A Barnes
Notary Public

My Commission Expires:
02/15/2013

