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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: CML
DEPUTY RECORDER
1951 AS2
AMERI
TANIS A DUNCAN
548 E SPEEDWAY
TUCSON AZ 85705



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AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
ASSESSMENTS, CHARGES, SERVITUDE, LIENS,
RESERVATIONS AND EASEMENTS
FOR
FAST HORSE RANCH

A Declaration of Covenants, Conditions and Restrictions ("Declaration")
was recorded on January 25, 2001 in Docket 11472 at Page 1479 in the Office
of the Pima County Recorder;

The Declarant, AMERICAN TITLE INSURANCE OF ^{PIMA COUNTY,} ~~ARIZONA~~, INC, as
Trustee under Trust Number 12,160 is the owner of all of the real property
described as:

Lots 1 through 114, and Common Area "A" of Fast Horse Ranch, as
shown on the plat of record in Book 54 of Maps and Plats at Page
44, Pima County Recorder.

Declarant, as the owner of all of the lots and Common Area "A" desires
to amend this Declaration as follows:

Article VII, Section 1 shall be deleted in its entirety and shall be replaced
by the following:

Covenants to Pay. Each Owner, by the acceptance of a deed to a
Lot, whether or not it is expressly stated in the deed, covenants
and agrees to pay to the Association all assessments and any
additional charges levied pursuant to this Article VII, including:

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- a. Annual or monthly maintenance assessments or charges from the date the assessment becomes due;
- b. Maintenance Assessments as provided for in Article X, Sections 2 and 3;
- c. Monetary fines and penalties imposed against a Lot Owner for violations of the governing documents, after notice of the violation and an opportunity for a hearing has been provided to the Owner. Such amounts shall be payable, with interest, from the date such fine and/or penalty becomes due;
- d. Special assessments; and
- e. Late fees imposed if any assessment is more than 15 days late.

No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties, abandonment of the Lot, non-use of the Common Areas, any attempt by the Owner to renounce his/her rights in the Common Areas, or for any other reason.

In the event that the Association fails to notify any Owner of the next year's assessment, it shall continue at the previous year's assessment rate until such time as the Board notifies the Owners of the amount of the assessment applicable to that year.

Article XII, Section 5 shall be deleted in its entirety and replaced by the following:

Section 5. Special Assessments. Special Assessments may be levied against all of the Owners upon the approval of a majority of the Owners, voting in person or by proxy, at any meeting of the Association. Such assessments shall be in addition to the Annual Assessments and may be used to (1) construct capital improvements; (2) correct any inadequacy in the current operating account; (3) defray, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Areas; or (4) paying for such other matters as the Board may deem appropriate. The Board of Directors shall specify the effective date of such special assessment.

Article XII, Section 2 of the Declaration shall be amended in its entirety to state:

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Enforcement. The Association, or any Unit Owner, has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought by the Association or any owner to enforce these Covenants, the Bylaws and/or Rules and Regulations of the Association, the successful party shall be entitled to recover reasonable attorney fees and costs incurred.

Article XIII, Section 1 shall be deleted in its entirety and shall be replaced by the following:

Section 1. Term. The provisions, conditions, restrictions and covenants set forth in this Declaration shall run with the land and continue and remain in full force and effect at all times and against all persons.

Article XIII, Section 2 shall be deleted in its entirety and shall be replaced by the following:

Section 2. Amendment. This Declaration may be amended at any time, by the affirmative vote of 75% of the Owners of the Lots who are voting in person, by proxy or by written ballot [with one (1) vote per Lot]. Any amendment to this Declaration shall be evidenced by a written document signed by the President and Secretary of the Association attesting that the requisite number of Owners have consented to the Amendment. Amendments shall become effective when recorded in the Office of the Pima County Recorder.

In all other respects all of the other terms in the Declaration shall remain in full force and effect.

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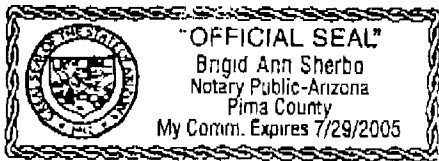
IN WITNESS WHEREOF, the Declarant executes this Amendment to the Declaration on the 16th day of April, 2002.

PIMA COUNTY,
AMERICAN TITLE INSURANCE OF ~~ARIZONA~~, INC., as
Trustee under Trust Number 12,160, Declarant.

By: Gayle Bourdeau
Trust Officer, Gayle Bourdeau

State of Arizona)
County of Pima) ss:

This instrument was subscribed and sworn before me on this 16th day of April, 2002 by Gayle Bourdeau, of AMERICAN TITLE INSURANCE OF ~~ARIZONA~~, INC., as Trustee under Trust Number 12,160, Declarant.



Brigid Ann Sherbo
Notary Public

My commission expires:

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