

Virginia Park Villas
Homeowners Association
CC&R's



Virginia Park Villas
Homeowners Association
P.O. Box 5720
Mesa, AZ 85211

PREFERRED COMMUNITIES
"LOVING WHERE YOU LIVE."



When recorded mail to:

Virginia Park Villas Homeowners
Association
5831 N. 22nd Drive
Phoenix, AZ 85015-2303

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VIRGINIA PARK VILLAS**

The undersigned, President of Virginia Park Villas Homeowners Association, an Arizona nonprofit Corporation, hereby amends the Declaration of Covenants Conditions and Restrictions for Virginia Park Villas, dated May 10, 1983, and recorded May 16, 1983 at Recorders No. 83-183673, records of Maricopa County, Arizona (the Declaration), as follows:

1. Section 10 of ARTICLE I of the Declaration is added as follows:

Section 10. "Limited Common Area" shall mean those portions of the Common Area lying between the side boundaries of a Lot and extending from the rear Lot Line to the exterior boundary of the Subdivision. The Limited Common Area behind each lot shall be for the exclusive use of the residents of that Lot.

2. Section 4 (b) of ARTICLE II of the Declaration is amended in its entirety to read as follows:

4 (b) Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) vehicle parking spaces for each dwelling. The assignment of the parking spaces is depicted on the attached Exhibit "A".

3. Section 9 of ARTICLE IV of the Declaration is amended in its entirety to read as follows:

Section 9. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be on the first day of each month. The Association shall, upon demand, and for a charge of \$50.00, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4. Section 10 of ARTICLE IV of the Declaration is amended in its entirety to read as follows:

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ~~fifteen (15) days~~ after the due date shall be assessed a \$15.00 late fee. The Association may bring, without electing a remedy, any and all actions and seek any and all relief against the Owner personally obligated to pay the same, and/or to foreclose the lien against the Property in a like manner as a mortgage of real property, and such Owner hereby grants to the Association the power of sale in connection with said lien. No Owner may waive or otherwise escape liability for the assessments provided for hereby by non-use of the Common Area, recreational facilities, or abandonment of his Parcel. In any action against an Owner to collect delinquent assessments, whether through lien foreclosure or otherwise, the Owner shall be obligated to pay, in addition to any and all other amounts required herein, all costs and attorneys' fees incurred by the Association in such action.

5. Section 5 of ARTICLE XI of the Declaration is amended in its entirety to read as follows:

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ~~eighty percent (80 %)~~ of the Parcels, and, thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75 %) of the Parcels. Lienholders' signatures are not required for any amendment to be valid. Any amendment must be recorded.

The undersigned hereby certifies that this First Amendment has been approved as required by Section 5 of ARTICLE XI of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment this _____ day of June, 1997.

VIRGINIA PARK VILLAS HOMEOWNERS
ASSOCIATION, An Arizona nonprofit
corporation

by _____
Albert G. Boler
President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of June, 1997, before me, the undersigned Notary Public, personally appeared Albert G. Boler, who acknowledged himself to be the President of VIRGINIA PARK VILLAS HOMEOWNERS ASSOCIATION, An Arizona nonprofit corporation, and as such officer being authorized to do so, executed the foregoing instrument for the purpose therein contained.

Notary Public

My Commission expires: _____