

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

VISTOSO POINTE HOA
12753 n. Walking Deer Pl.
Oro Valley, AZ 85737

(Space Above For Recorder's Use)

FIRST AMENDMENT TO TRACT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND EASEMENTS FOR
VISTOSO POINTE

This First Amendment to Tract Declaration of Covenants, Conditions and Restrictions and Easements for Vistoso Pointe ("First Amendment") is executed by Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 30,215 as Trustee only and not in its corporate capacity ("Declarant").

P R E A M B L E:

A. Declarant executed a Tract Declaration of Covenants, Conditions and Restrictions and Easements for Vistoso Pointe ("Declaration") which was recorded on July 8, 2002, in Docket 11836, Page 203 of Official Records of Pima County, Arizona.

B. The Declaration reserved the right of the Declarant to amend the Declaration in the event no conveyances of Lots have been made since the recording of the Declaration, which is at this time in affect.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article VII Section 3 is hereby deleted in its entirety and replaced with the following:

"Section 3. Nonuniform Rate of Assessment. The amount of an Annual or Special Assessment against each Lot shall be fixed at a uniform rate per Membership for Lots 1 through 29. Lots 30, 31 & 32, which are on public streets and not within the gated private streets, shall each be assessed at the rate of twenty five percent (25%) of the individual Assessments for Lots 1 through 29. Additionally, Lots 30, 31 & 32 shall not be subject to any Special Assessments pertaining to the maintenance, repair, improvement or replacement of the private streets or entry gate system. As long as there is a Class B Membership, each Lot owned by Declarant (or any affiliate or related entity sharing partial common ownership with the beneficiary of Declarant) shall be assessed at twenty five percent (25%) of the Annual or Special Assessment of the individual Assessments of Lots 1 through 29. The Annual Assessment for a given Lot shall be reduced to sixty five percent (65%) of the current Annual Assessment for the first twelve months from the date that Lot is originally conveyed to the Owner by the Declarant, or until the time construction begins on that Lot, which ever occurs first."

2. Article VII Section 4 Paragraph A is hereby deleted in its entirety and replaced with the following:

"A. Until January 1 of the year following the conveyance of the first Lot by Declarant, the Maximum Annual Assessment against each Owner shall be Twelve Hundred Dollars (\$1200.00) per each Membership."

3. Article X Section 3 is hereby deleted in its entirety and replaced with the following:

"Section 3. Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Vistoso Pointe which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration or the Vistoso Pointe

Rules, or in the event any portion of a Lot within a conservation easement area or outside a Lot's grading limit is utilized, modified or disturbed in any manor, or in the event the Owner of any Lot is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Architectural Committee, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that:

A. Continuation of such conditions and or Owner actions may cause additional violations and or damage, complicating the necessary corrective action, such that the Owner must immediately cure the conditions and or cease and desist such actions or the Board will file a court action to cause the Owner to cure the conditions and or cease and desist such actions and the costs thereof shall be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien.

B. Unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken (which may include entries upon the Owner's Lot) and the costs thereof shall be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien."

This First Amendment has been executed by the Declarant on this ____ day of _____, 2003, to be effective as of the date of its recordation in the Office of the Pima County Recorder.

Fidelity National Title Agency, Inc.,
an Arizona corporation, as Trustee
under Trust No. 30,215 as Trustee
only and not in its corporate capacity

By: _____

Its: _____

JURAT

STATE OF ARIZONA)

)

County of Pima)

The above First Amendment to Tract Declaration of Covenants, Conditions and Restrictions and Easements for Canada Vistas Estates were subscribed and sworn to before me this _____ day of _____, 2003__, by _____ as _____ of Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 30,215 as Trustee only and not in its corporate capacity, on behalf of said Trust.

NOTARY PUBLIC

My Commision Expires:
