

When recorded, mail to:

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OFFICIAL RECORDS OF MARICOPA
COUNTY RECORDER HELEN PURCELL
20030341728 03/20/2003 13:07
ELECTRONIC RECORDING
Other 333305059-5-1-1--

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LANTANA VILLAGE**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Lantana Village (this "First Amendment") is made as of this 19th day of March, 2003, by Lantana Village Homeowners Association, an Arizona nonprofit corporation (the "Association").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Lantana Village (the "Declaration") was recorded on October 15, 2002, at Recording No. 2002-1064530, in the official records of the County Recorder of Maricopa County, Arizona to establish a general plan for the development and use of the subdivision known as Lantana Village located in the City of Chandler, Arizona.

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 Owners of not less than two-thirds (2/3) of the Lots. Fulton Homes Corporation, an Arizona corporation (the "Declarant") is the Declarant under the Declaration and owns two-thirds (2/3) or more of the Lots. As evidenced by the Consent of Declarant attached hereto, the Declarant has consented to and voted in favor of this First Amendment.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 8.1 of the Declaration is amended in its entirety to read as follows:

The Association shall be responsible for the management and Maintenance of the Common Areas, and all Improvements located thereon (including, but not limited to the private street which is identified on the Plat as Tract A), except for any part of the Common Areas which any governmental entity is maintaining or is obligated to maintain. In addition, the Association shall maintain, repair and replace the following portions of each Lot and the Residence and other Improvements situated thereon: (a) the stucco and paint on the exterior surface of the perimeter walls of the Residence, but not any brick or stone portion of the exterior surface of the perimeter walls; (b) the paint on the garage door of the garage of the Residence; (c) the roof of the Residence except for patio roofs and front balcony decks; and (d) the plants, trees, turf and other landscaping in the front yards of the Lots to the extent required by Section 8.8. With respect to the portions of the Residences that the Association is obligated to maintain, repair and replace, the Association shall only be responsible for periodic, normal and routine maintenance, repair and replacement, and the Association shall not be responsible for the repair of any damage to such portions of the Residence, including, but not limited to, damage caused by fire, wind, rain or other casualty or any damage caused by the intentional or negligent act of an Owner, Lessee or Resident or their guests or invitees. Notwithstanding any other provision of this Declaration to the contrary, if all or substantially all of the stucco on the exterior of a Residence needs to be replaced or restored, such replacement or restoration shall be the responsibility of the Lot Owner, and the Association shall not be responsible for any of the cost of such replacement or restoration. The Board shall be the sole judge as to the appropriate Maintenance of all Areas of Association Responsibility, but the Areas of Association Responsibility, and the Improvements located thereon, shall be maintained in good condition and repair at all times.

No Owner, Resident or other Person shall construct or install any Improvements on the Areas of Association Responsibility or alter, modify or remove any Improvements situated on the Areas of Association Responsibility without the approval of the Design Review Committee. No Owner, Resident or other Person shall obstruct or interfere with the Association in the performance of the Association's management or Maintenance of the Areas of Association Responsibility, and the Improvements located thereon.

2. The following Section 8.8 is added to Article 8 of the Declaration:

After completion of the installation of the grass, plants, trees and other landscaping improvements in the front yard of a Lot by the Declarant, the front yard of the Lot shall be an Area of Association Responsibility, and the Association shall be responsible for the maintenance, repair and replacement of the grass, plants, trees and other landscaping improvements situated within the front yard of the Lot (the "Front Yard Landscaping") and the irrigation system installed by the Declarant to water the Front Yard Landscaping. The front yard of the Lot shall generally be the area between the street and the exterior wall of the Residence and the wall separating the side or back yard of the Lot from the front yard of the Lot and shall include any areas behind any decorator walls. The Board shall have the right to determine the area of each Lot which shall be considered the front yard of the Lot for purposes of this Section. The irrigation system will be connected to the water line for the Residence, and the irrigation system will be operated by a time clock connected to the electrical system of the Residence. All water and electricity used in the operation of the irrigation system for the Front Yard Landscaping shall be paid by the Lot Owner. The time clock will be set by the Association. No Owner, Lessee or Resident shall alter the time clock or otherwise interfere with the operation of the irrigation system. Neither the water nor electricity necessary for the operation of the irrigation system shall be turned off or disconnected for any period of time without the prior written approval of the Association. The Association shall not be responsible for any damage to pipes, sidewalks or other Improvements on a Lot caused by tree roots and branches. The Association shall only be responsible for the periodic, normal and routine maintenance, repair and replacement of the Front Yard Landscaping and the irrigation system. The Association shall not be responsible for the repair or replacement of any Front Yard Landscaping or any component of the irrigation system damaged by fire, wind, rain or other casualty, the intentional or negligent act of an Owner, Lessee or Resident or their guests or invitees or any other cause, except for any repair or replacement of Front Yard Landscaping or the irrigation system damaged by the Association.

3. 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.

4. The Association certifies that this First Amendment has been approved as required by Section 11.3 of the Declaration.

LANTANA VILLAGE HOMEOWNERS
ASSOCIATION, an Arizona nonprofit corporation

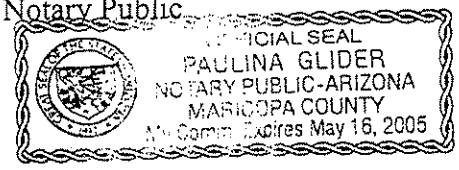
By: *Norm Lee Nicholls*
Its: PRESIDENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 18th day of March, 2003, by NORM NICHOLLS, PRESIDENT of Lantana Village Homeowners Association, an Arizona corporation, on behalf of the corporation.

Paulina Glider
Notary Public

My Commission Expires:
May 14, 2005



CONSENT OF DECLARANT

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

Dated this 18th day of March, 2003.

FULTON HOMES CORPORATION,
an Arizona corporation

By: *Norm Nicholls*
Its: PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2003, by NORM NICHOLLS, the PRESIDENT of FULTON HOMES CORPORATION, an Arizona corporation, on behalf of the corporation.

My Commission Expires:
May 16, 2005

Paulina Glider
Notary Public
