

**Third Amendment To The
Amended And Restated Declaration of
Covenants, Conditions And Restrictions**

For

**Voyager Homes, Phase "A"
Lots 1 - 157 And Common Areas "A" And "B"**

This Third Amendment to the Amended and Restated Declaration as permitted by section 12.3.4 in the Covenants, Conditions and Restrictions for Voyager Homes, Phase "A", Lots 1 - 157 and Common Areas "A" and "B" (the "Declaration") is made this 4th day of March, 1997, by Fidelity National Title Agency, Inc., an Arizona Corporation as Trustee under Trust No. 10,767, and the undersigned homeowners, all collectively referred to hereafter as "Owners."

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Voyager Homes, recorded in Docket 10072, page 1342, records of Pima County, Arizona, on July 3, 1995 (the Declaration) and caused a First Amendment to the Declaration to be recorded in the office of the Pima County Recorder in Docket 10077, page 1717 on August 17, 1995 (the First Amendment) and also caused a Second Amendment to the Declaration to be recorded in office of the Pima County Recorder in Docket 10109, page 327 on August 25, 1995 (the Second Amendment) as shown on the plat recorded in Book 47 of Maps and Plats at page 30, Pima County, Records (the Property) and

WHEREAS, the Declarant (Class B) and the Owners (Class A) of Lots in Voyager Homes desire to amend and restate the Amended Declaration of Covenants, Conditions and Restriction;

NOW THEREFORE, upon the written approval or the affirmative vote, or any combination thereof, of at least seventy-five percent (75%) of the sum of all Class A (Owners) and Class B (Class B) votes, the Declaration of Covenants, Conditions and Restrictions previously recorded shall be null and void and this Third Restated Declaration shall amend and supersede such previously recorded Declaration, as amended. The real property as described herein shall be held, sold and conveyed subject to the following assessments, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and

conditions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each such party. The undersigned Owners and Declarant wish to amend said Declaration as follows:

ARTICLE 3, Section 3.4 is hereby amended to read as follows:

Maintenance of Lawns and Plantings. The Association shall keep all shrubs, trees, hedges, grass and plantings of every kind located on (i) all Lots, (ii) any public right-of-way or easement area which abuts or adjoins the Owner's Lot and which is located between the boundary line of a lot and the paved area of any street, sidewalk, bike-path or similar area, and (iii) any no-street public right-of-way or easement area adjacent to a Lot, neatly trimmed, and shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material. (i) The Association assumes the responsibility in writing; (ii) and has been given such responsibility by this Declaration (iii) Association, Pima County or any municipality having jurisdiction over such property assumes responsibility, for so long as the Association, Pima County or such municipality assumes or has responsibility. Each owner of a Lot will be responsible for the upkeep and maintenance of rear yard areas.

ARTICLE 3, Section 3.13 is hereby amended to read as follows:

Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or other wise to encroach upon any sidewalk, street, or pedestrian way from ground level to a height of eight (8) feet without the prior approval of the Association. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any other Lot without the prior approval of the Association.

ARTICLE 3, Section 3.18.2 is deleted.

ARTICLE 3, Section 3.18.3 will be renumbered to 3.18.2.

ARTICLE 3, Section 3.20 is hereby amended to read as follows:

Trucks, Trailer, Campers and Boats. No commercial trucks, motor vehicles classed by manufacturer as 3/4-ton or larger, trucks and/or trailers exceeding seven (7) feet in height (measured from ground level), mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length, bus, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot, Driveway or Common Area, or on any street so as to be visible from Neighboring Property without approval of the Association; except for (i) the temporary parking of any such vehicle or equipment on a Lot or Driveway, on a street for a period of not more than forty-eight (48) hours within any seven (7) day period, and/or the (ii) temporary construction trailers of facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Association.

ARTICLE 3, Section 3.21.1 is hereby amended to read as follows:

Motor Vehicles. Except for emergency vehicle repairs, no automobile or other

Acknowledged before me this 7th day of April,
1997, by Kevin French, the Sr. Trust Officer
of FIDELITY NATIONAL TITLE AGENCY, INC of Tucson, as Trustee under Trust
No. 10,767

Martha L. Hill

Notary Public

My Commission Expires:

8-27-97

