

F. ANN RODRIGUEZ, RECORDER
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When recorded return to:
Rob Rauh, Esq.
Hinderaker & Rauh, PLC
2401 East Speedway
Tucson, Arizona 85719

AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
VOYAGER HOMES, PHASE "A" LOTS 1-85 AND COMMON AREAS "A" AND "B" AND
VOYAGER HOMES, PHASE "B" LOTS 86-157 AND COMMON AREAS "A" AND "B"

This Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Voyager Homes, Phase "A" Lots 1-85 and Common Areas "A" and "B" and Voyager Homes, Phase "B" Lots 86-157 and Common Areas "A" and "B" (this "Amendment") is made as of the 13th day of May, 1999 by Fidelity National title Agency, Inc. As Trustee under its Trust no. 10,767 (the "Declarant") and amends as herein set forth that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Voyager Homes, Phase "A" Lots 1-85 and Common Areas "A" and "B" and Voyager Homes, Phase "B" Lots 86-157 and Common Areas "A" and "B" recorded September 23, 1997 in the office of the Pima County, Arizona, Recorder in Docket 10636 at page 6 (the "Declaration"). Declarant is the holder of 75% or more of the sum of the Class A and Class B votes in the Association and is entitled under the Declaration to amend the same as hereinafter provided.

Declarant therefore amends the Declaration in the following particulars:

1. Numbered clause (ii) of Section 1.4 of the Declaration, defining "Areas of Association Responsibility," is amended and restated to read as follows:

"(ii) that portion of every Lot which is exterior to the walled rear yards of such Lot and to all buildings and other Improvements thereon and any other portion of any Lot as to which the Association acknowledges in a written document recorded in the Office of the Pima County, Arizona, Recorded at any time hereafter, as being the Association's maintenance responsibility;"

2. Section 4.5 of the Association is amended to add thereto the following subsection:

"4.5.6 The Association may temporarily license to others, including the Owners of neighboring Lots, the use of any easement to which any Lot in the Property is made subject in order to facilitate the maintenance by any neighboring Owner of such neighboring Owner's Lot by such neighboring Owner. Such a license may be granted by the Board for

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a period not to exceed seven (7) consecutive days, and shall be granted in any circumstance in which an Owner's maintenance of his or her Lot is made materially more difficult by the lack of convenient access to any portion of his or her Lot due to the presence of obstructions such as walls, ground-mounted HVAC equipment, vegetation, landscaping elements, or other Improvements; provided, however, that any Owner utilizing access across an adjacent Lot shall be required to utilize the same in the most minimally intrusive possible manner and shall repair any damage caused to such adjacent Lot by or as the result of such use. If any Owner utilizing such access across an adjacent Lot fails to repair and restore any such damage, the Association shall repair and restore the same and the Owner responsible therefor shall be assessed the cost thereof."

Except as set forth above, and except as necessary to give full effect hereto, the Declaration remains unamended and unmodified and in full force and effect.

Declarant:

Fidelity National Title Agency, Inc.,
as Trustee under its Trust No. 10767
and in that capacity only

By: *Martha L. Hill*
Trust Officer

Beneficiary Approval:
Voyager Homes I Limited Partnership

By: *NE Isaacson*

Association Approval:
Voyager Homeowners Association


By: *NE Isaacson*

STATE OF ARIZONA)
)
Pima County) ss

The foregoing instrument was acknowledged before me this 12 day of May, 1999 by NE Isaacson, on behalf of Voyager Homes I Limited Partnership.

Brenda S. Shell-Wootan
Notary Public

My commission expires:

 Notary Public State of Arizona
Pima County
Brenda S. Shell-Wootan
Expires October 28, 2002

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