



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0192317 03/09/94 08:54

BECKY 1 OF 2

FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION
OASIS VERDE HOMEOWNERS ASSOCIATION, INC.

No less than sixty six and two thirds percent (66-2/3%) of the owners of lots #1 through #127 and Tract A inclusion of Oasis Verde as it appears in maps, page #47, do hereby amend those Articles of Incorporation of Oasis Verde Homeowners Association, Inc. [pursuant to Article IV, and 501 (c)(4) of the Internal Revenue Code of 1954], dated January 24, 1985 and recorded as Docket 85-028718.

Articles of Incorporation

ARTICLE VIII

Voting Rights.

All members shall be all owners, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

The vote for each lot must be cast as a unit and fractional votes shall not be allowed. In the event tht joint owners are unable to agree among themselves as to how their vote or votes shall be act, they shall lose their right to vote on the matter in question. If any owner or owners cast a vote representing a certain lot, it shall thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other owners of the same lot. In the event that more than one ballot is cast for a particular lot said ballots shall not be counted and shall be deemed void.

In any election of the members of the board of directors, every owner entitled to vote at such election shall have the right to vote the number of votes equal to the number of lots owned by the owner. The candidates receiving a majority "yes" votes of the voting homeowners shall be deemed selected. The number of directors shall not be fewer than three nor more than seven.

Each member shall have such other rights, duties and obligations as set forth in the Declaration and the Bylaws of the Association as the same may be amended from time to time.

DATED this 18 day of February, 1994.

OASIS VERDE HOMEOWNERS ASSOCIATION, INC.,
an Arizona Corporation

By Lynette H. Madsen
Its President

State of Arizona

ss.

County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of Feb, 1994, by Lynette H. Madsen the President of the Oasis Verde Homeowners Association, Inc., an Arizona Corporation, on behalf of the Corporation.

Witnessed by my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0192318 03/09/94 08:54

SECKY 2 OF 2

SECOND AMENDMENT (SUPPLEMENT) TO
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR OASIS VERDE

No less than fifty-one percent (51%) of the owners of lots #1 through #127 and Tract "A" inclusive of OASIS VERDE as it appears in the books and records of the county of Maricopa, Arizona, Book #266 of Maps, Page #47, do hereby amend those portions of the Declarations of Covenants, Conditions and Restrictions for Oasis Verde ("Supplemental Declaration") dated January 21, 1985, and recorded at Docket 85-028718, pursuant to the power set forth in Articles IV, Section 3 of the Declaration, as follows:

ARTICLE I, SECTION 2

Owners defined.

"Owner(s)" shall mean and refer to the recorded owner, whether one or more persons or entities of equitable or beneficial title in fee simple (or legal title if same has emerged) to any Lot. "Owner(s)" shall include the purchaser of an executory contract for the sale of the property. The foregoing hold an interest in any lot merely as security for the performance of an obligation.

ARTICLE V, SECTION 8

Roofs.

Roofs shall be constructed of new materials, i.e., fiberglass or asphalt shingles or clay tiles.

ARTICLE V, SECTION 9

Fences or Party Walls.

No fence or other party wall shall be permitted which is in excess of seven (7) feet in height. All property line fences and party walls shall be masonry/block construction. All fences visible from the street shall be masonry/block construction. Privacy and RV gates are to be constructed of wood or iron or a combination of both.

Damage by One Owner.

If a party wall is damaged or destroyed by the act of one adjoining Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the party wall to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities.

ARTICLE V, SECTION 10

Maintenance of Lawns and Plantings.

Each owner shall maintain their lawns and plantings in good condition. Lots shall be kept free of weeds and debris, lawns shall be neatly mowed and trimmed, bushes shall be trimmed, and dead plants, trees, or grass removed. If, after notice, an Owner refuses to properly maintain landscaping within thirty (30) days; the following actions will take place: members of the Board of Directors will contact the homeowner to discuss the violation. If the problem is not resolved the Board of Directors reserves the right to hire the Lot cleaned up and the amount will be assessed to the Lot. If the owner refuses to pay, said owner(s) lot will be liened.

ARTICLE V, SECTION 11

Trash Collection and Containment.

No garbage or trash shall be placed or kept on any property except in covered containers. In no event shall such containers be maintained so as to be visible from neighbors property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash,

or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot in accordance with Maricopa County Law. If, after notice, an Owner(s) refuses to remove trash containers so as to be visible from neighbors property or has an excessive amount of gargage or trash on said Lot the Board of Directors reserves the right to hire the Lot cleaned up and the amount will be assessed to the Lot. If the owner refuses to pay said owner(s) Lot will be liened.

ARTICLE V SECTION 12

Six Acre Natural Desert Area.

To the extent of available Association funds, the six acre natural desert area, Tract A, shall be maintained solely for the use of the owners and their family members, guests, tenants, and invitees. In no event, however, shall any motorized vehicle of any kind be permitted on any portion of said area. (Exception: Workers of SALT RIVER PROJECT who must maintain the power lines.)

ARTICLE V, SECTION 13

Rules and Regulations.

By a majority vote of the Board of Directors, the Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations. Such rules and regulations may restrict and govern the use of the common area.

By way of illustration, and not by limitation, the Board may adopt rules and regulations deemed necessary for the safety, care and cleanlinesss of the properties, to secure the comfort and convenience of all residents, and to implement the provisions of the Declaration and any amendments thereto, the Association rule may not be discriminate among owners and shall not be inconsistent with the operative legal documents of the Association. A copy of the Association rules, as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each owner and may be recorded. Upon such mailing or delivery, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration to the extent not inconsistent herewith.

SUPPLEMENTAL DECLARATION, SECTION 5C

Disabled or Inoperable Vehicles.

No motor vehicle which is not in operating condition or otherwise disabled, shall be placed or permitted to remain on the street or on common property or off of your lot boundaries. If said vehicle remains, or appears to be an abandoned vehicle, these procedures will follow: First, the owner will be notified by the Board of Directors that said vehicle is to be moved onto their property behind an RV gate or in the garage and not be visible from the street. If vehicle has no apparent owner or owner does not respond to the Board's request; the second action is to inform the Maricopa County Sheriff's Department of a derelict vehicle.

The Sheriff's Department will then tag the vehicle for removal and return in accordance to County laws and have the vehicle removed. Should the owner then wish the return of the vehicle they must contact the Maricopa County Sheriff's Department and ask them where and what the impound fee and towing fee must be paid to retrieve their property.

If the vehicle is parked so it is visible from the street and is not in running order the owner(s) will be notified and after fifteen days the Board reserves the right to hire the vehicle removed and the amount will be assessed to the Lot. If the owner refuses to pay said owner(s) lot will be liened.

Trucks, Trailers, Campers and Boats.

No truck, mobile home, travel 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 or any street so as to be visible from neighboring property except for pickup trucks of less than 3/4 ton capacity with camper shells not exceeding seven feet (7') in height measured from ground level.

DATED this 18 day of February, 1994.

CONSENT OF LOT OWNER TO FIRST AMENDMENT OF THE ARTICLES OF
INCORPORATION OF OASIS VERDE HOMEOWNERS ASSOCIATION, INC. AND THE
SECOND AMENDMENT (SUPPLEMENT) TO DECLARATION OF COVENANTS,
CONDITIONS, & RESTRICTIONS FOR OASIS VERDE

The undersigned, being the owner of Lot _____, Oasis Verde, according to the Plat recorded in Book 266 of Maps, Page 47, Records of Maricopa County, Arizona, hereby joins in, consents to, ratifies and approves the foregoing First Amendment to the Articles of Incorporation of Oasis Verde Homeowners Association, Inc., dated _____, 1994 and Second Amendment (Supplement) to Declaration of Covenants, Conditions & Restrictions for Oasis Verde, dated _____, and hereby authorizes the President of the Oasis Verde Homeowners Association, Inc., to execute the First Amendment of the Articles of Incorporation of Oasis Verde Homeowners Association, Inc., and the Second Amendment (Supplement) to Declaration of Covenants, Conditions & Restrictions for Oasis Verde on behalf of the Association and the undersigned owner and to record it with the County Recorder of Maricopa County, Arizona. The execution of the consent shall constitute the execution by the undersigned of the First Amendment of the Articles of Incorporation of Oasis Verde Homeowners Association, Inc., and the Second Amendment (Supplement) to Declaration of Covenants, Conditions & Restrictions for Oasis Verde.

NAME OF OWNER (Please Print)

SIGNATURE OF OWNER

DATE: _____

OASIS VERDE HOMEOWNERS ASSOCIATION, INC.
an Arizona Corporation,

by Lynette H. Madson
Its President

State of Arizona

ss.

County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of At, 1994, by Lynette H. Madson the President of the Oasis Verde Homeowners Association, Inc., an Arizona Corporation, on behalf of the Corporation.

Witnessed by my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION
OASIS VERDE HOMEOWNERS ASSOCIATION, INC.

No less than sixty-six and two-thirds percent (66-2/3%) of the owners of lots #1 through #127 and Tract A inclusion of Oasis Verde as it appears in maps, page #47, do hereby amend those Articles of Incorporation of Oasis Verde Homeowners Association, Inc. [pursuant to Article IV, and 501 (c)(4) of the Internal Revenue Code of 1954], dated January 24, 1985 and recorded as Docket 85-028718.

Articles of Incorporation

ARTICLE VIII

Voting Rights.

All members shall be all owners, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

The vote for each lot must be cast as a unit and fractional votes shall not be allowed. In the event the joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners cast a vote representing a certain lot, it shall thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other owners of the same lot. In the event that

more than one ballot is cast for a particular lot said ballots shall not be counted and shall be deemed void.

In any election of the members of the board of directors, every owner entitled to vote at such election shall have the right to vote the number of votes equal to the number of lots owned by the owner. The candidates receiving a majority "yes" votes of the voting homeowners shall be deemed selected. The number of directors shall not be fewer than three nor more than seven.

Each member shall have such other rights, duties and obligations as set forth in the Declaration and the Bylaws of the Association as the same may be amended from time to time.

DATED this 18 day of February, 1994.

OASIS VERDE HOMEOWNERS ASSOCIATION, INC.,
an Arizona Corporation

By Syrette H. Madsen
Its President

State of Arizona

ss.

County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of Feb, 1994, by Syrette H. Madsen the President of the Oasis Verde Homeowners Association, Inc., an Arizona Corporation, on behalf of the Corporation.

Witnessed by my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

SECOND AMENDMENT (SUPPLEMENT) TO
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR OASIS VERDE

No less than fifty-one percent (51%) of the owners of lots #1 through #127 and Tract "A" inclusive of OASIS VERDE as it appears in the books and records of the county of Maricopa, Arizona, Book #266 of Maps, Page #47, do hereby amend those portions of the Declarations of Covenants, Conditions and Restrictions for Oasis Verde ("Supplemental Declaration") dated January 21, 1985, and recorded at Docket 85-028718, pursuant to the power set forth in Articles IV, Section 3 of the Declaration, as follows:

ARTICLE I, SECTION 2

Owners defined.

"Owner(s)" shall mean and refer to the recorded owner, whether one or more persons or entities of equitable or beneficial title in fee simple (or legal title if same has emerged) to any Lot. "Owner(s)" shall include the purchaser of an executory contract for the sale of the property. The foregoing hold an interest in any lot merely as security for the performance of an obligation.

ARTICLE V, SECTION 8

Roofs.

Roofs shall be constructed of new materials, i.e., fiberglass or asphalt shingles or clay tiles.

ARTICLE V, SECTION 9

Fences or Party Walls.

No fence or other party wall shall be permitted which is in excess of seven (7) feet in height. All property line fences and party walls shall be masonry/block construction. All fences visible from the street shall be masonry/block construction. Privacy and RV gates are to be constructed of wood or iron or a combination of both.

Damage by One Owner.

If a party wall is damaged or destroyed by the act of one adjoining Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the party wall to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities.

ARTICLE V, SECTION 10

Maintenance of Lawns and Plantings.

Each owner shall maintain their lawns and plantings in good condition. Lots shall be kept free of weeds and debris, lawns shall be neatly mowed and trimmed, bushes shall be trimmed, and dead plants, trees, or grass removed. If, after notice, an Owner refuses to properly maintain landscaping within thirty (30) days; the following actions will take place: members of the Board of Directors will contact the homeowner to discuss the violation. If the problem is not resolved the Board of Directors reserves the right to hire the Lot cleaned up and the amount will be assessed to the Lot. If the owner refuses to pay, said owner(s) lot will be liened.

ARTICLE V, SECTION 11

Trash Collection and Containment.

No garbage or trash shall be placed or kept on any property except in covered containers. In no event shall such containers be maintained so as to be visible from neighbors property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash,

or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot in accordance with Maricopa County Law. If, after notice, an Owner(s) refuses to remove trash containers so as to be visible from neighbors property or has an excessive amount of garbage or trash on said Lot the Board of Directors reserves the right to hire the Lot cleaned up and the amount will be assessed to the Lot. If the owner refuses to pay said owner(s) Lot will be liened.

ARTICLE V SECTION 12

Six Acre Natural Desert Area.

To the extent of available Association funds, the six acre natural desert area, Tract A, shall be maintained solely for the use of the owners and their family members, guests, tenants, and invitees. In no event, however, shall any motorized vehicle of any kind be permitted on any portion of said area. (Exception: Workers of SALT RIVER PROJECT who must maintain the power lines.)

ARTICLE V, SECTION 13

Rules and Regulations.

By a majority vote of the Board of Directors, the Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations. Such rules and regulations may restrict and govern the use of the common area.

By way of illustration, and not by limitation, the Board may adopt rules and regulations deemed necessary for the safety, care and cleanliness of the properties, to secure the comfort and convenience of all residents, and to implement the provisions of the Declaration and any amendments thereto, the Association rule may not be discriminate among owners and shall not be inconsistent with the operative legal documents of the Association. A copy of the Association rules, as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each owner and may be recorded. Upon such mailing or delivery, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration to the extent not inconsistent herewith.

SUPPLEMENTAL DECLARATION, SECTION 5C

Disabled or Inoperable Vehicles.

No motor vehicle which is not in operating condition or otherwise disabled, shall be placed or permitted to remain on the street or on common property or off of your lot boundaries. If said vehicle remains, or appears to be an abandoned vehicle, these procedures will follow: First, the owner will be notified by the Board of Directors that said vehicle is to be moved onto their property behind an RV gate or in the garage and not be visible from the street. If vehicle has no apparent owner or owner does not respond to the Board's request; the second action is to inform the Maricopa County Sheriff's Department of a derelict vehicle.

The Sheriff's Department will then tag the vehicle for removal and return in accordance to County laws and have the vehicle removed. Should the owner then wish the return of the vehicle they must contact the Maricopa County Sheriff's Department and ask them where and what the impound fee and towing fee must be paid to retrieve their property.

If the vehicle is parked so it is visible from the street and is not in running order, the owner(s) will be notified and after fifteen days the Board reserves the right to hire the vehicle removed and the amount will be assessed to the Lot. If the owner refuses to pay said owner(s) lot will be liened.

Trucks, Trailers, Campers and Boats.

No truck, mobile home, travel 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 or any street so as to be visible from neighboring property except for pickup trucks of less than 3/4 ton capacity with camper shells not exceeding seven feet (7') in height measured from ground level.

DATED this 18 day of February, 1994.

OASIS VERDE HOMEOWNERS ASSOCIATION, INC.
an Arizona Corporation,

by Lyette H. Madsen
Its President

State of Arizona

ss.

County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of July, 1994, by Lyette H. Madsen the President of the Oasis Verde Homeowners Association, Inc., an Arizona Corporation, on behalf of the Corporation.

Witnessed by my hand and official seal.



[Signature]
Notary Public

My Commission Expires: