

WHEN RECORDED RETURN TO:

NORTH POINT CROSSING
HOMEOWNERS ASSOCIATION
844 E. MICHIGAN AVENUE
PHOENIX, AZ 85022-6021

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0254020 04/18/97 10:40

ABBEY 1 OF 1

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTH POINT CROSSING

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH POINT CROSSING (this "First Amendment") is dated as of April 16, 1997 and is delivered by the NORTHPOINT CROSSING HOMEOWNERS ASSOCIATION (the "Association") on behalf of itself and the owners of lots 1-82 Northpoint Crossing more particularly described in Exhibit A hereto (the "Property").

WHEREAS, on February 21, 1992 there was recorded and filed in the real property records of Maricopa County, Arizona as document number 92-0097920 that Declaration of Covenants, Conditions and Restrictions for North Point Crossing dated February 18, 1992, (the "Original Declaration") which imposed as covenants and servitudes running with the land, various restrictions upon the use of the Property; and

WHEREAS, the Original Declaration provides that the terms thereof may be amended with the written consent of the owners of 75% of the owners of residential lots comprising the Property; and

WHEREAS, not less than 75% of the owners of the lots comprising the Property have consented in writing to an amendment of the Original Declaration to clarify certain provisions regarding the storage of certain vehicles on the Property as set forth in this First Amendment; and

WHEREAS, the Association, has received such written consent; and

WHEREAS, the Association, on behalf of the owners of all lots comprising the Property desires to amend the Original Declaration as set forth herein; and

WHEREAS, the Original Declaration shall be amended as set forth in this First Amendment and shall continue in full force and effect as amended hereby;

NOW THEREFORE, at the direction of the owners of not less than 75% of the lots comprising the Property, the undersigned authorized representative of the Association hereby amends the Original Declaration as follows:

Section 1. **Amendment to Section 4.6.** Section 4.6 of the Original Declaration is hereby deleted and replaced in its entirety by the following:

4.6 Prohibited Vehicles: As used herein, "Prohibited Vehicle" means any travel trailer, trailer, camper, camper shell, detached camper, camper trailer, mobile home, motor home, "RV", boat, boat trailer, modified van too tall to fit into a standard garage in the Property, or any other recreational vehicle of any type or kind, or any commercial vehicle of any type or kind.

No Prohibited Vehicle shall at any time be parked, stored, or otherwise located, placed or kept upon any portion of the Property, including without limitation upon any Lot (whether in the front, side or rear portion of such Lot), Tracts E-M on the Plat, or any street. A Prohibited Vehicle may be stored inside a Lot owner's closed garage. Parking spots and driveways in the front yard of the Lots are reserved for guest parking and the parking of vehicles owned by the Lot owner, other than any Prohibited Vehicle. Tracts E-M on the Plat (the "Guest Parking Spots") are to be used exclusively for the parking by guests or visitors of vehicles (other than any Prohibited Vehicle) not owned by a Lot owner for a period of not more than one week, unless permission is received from the Board of Directors (in advance) for a longer period. Guest Parking Spots shall not be used for the parking of any vehicle owned by a Lot owner. Any Prohibited Vehicle which is presently being parked, stored, kept, or is otherwise located or placed upon any portion of the Property shall be removed from the Property within thirty (30) days of the recordation of this First Amendment. Any Prohibited Vehicle which is not so removed from the Property shall thereafter be towed or otherwise removed from the Property by the Board of Directors or their designees at the sole expense of the owner of such Prohibited Vehicle.

Nothing in this Section 4.6 shall prohibit the temporary placement of a Prohibited Vehicle upon the Property for purposes of loading or unloading for a period of up to twelve consecutive hours not more frequently than once per calendar week, or prohibit the entry and incidental, temporary parking of a commercial vehicle owned by a party other than a Lot owner, which party is present at the Property without notice solely to provide services or delivery to or at the home of a Lot owner.

Section 2. **Governing Law.** This First Amendment shall be governed by the internal laws of the State of Arizona without reference to choice of law principles.

Section 3. **Effect of Amendment.** The Original Declaration as amended by this First Amendment shall remain in full force and effect on and after the date hereof.

Section 4. **Severability.** If any provision of this First Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 5. **Effective Date.** The terms of this First Amendment shall be effective as of the date first written above.

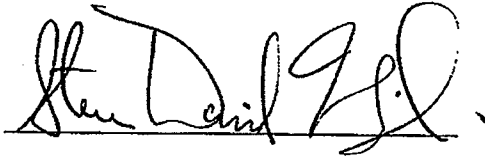
Section 6. **Capitalized Terms.** Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Original Declaration.

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IN WITNESS WHEREOF, an authorized representative of the Association has executed and delivered this First Amendment as of the date first set forth above.

NORTH POINT CROSSING HOMEOWNERS
ASSOCIATION, as Association

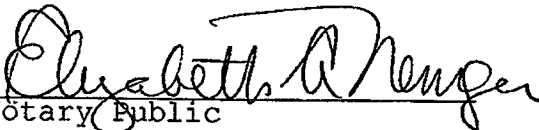
By



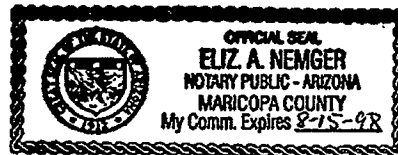
PRESIDENT

STATE OF ARIZONA)
)
)
COUNTY OF MARICOPA)
)

On April 17, 1997 before me ELIZABETH NEMGER Notary Public, personally appeared STEVE MIYOSHI, personally known to me or proved to me on the basis of satisfactory evidence to be the President of North Point Crossing Homeowners Association whose name is subscribed above on this First Amendment in such capacity on behalf of such association.


Notary Public

Commission Expires 08-15-98



970254020

EXHIBIT A

LEGAL DESCRIPTION

North Point Crossing comprised of lots 1 through
82 as recorded in Book 348 page 22 of Maps.

The undersigned hereby consent to the First Amendment of the Declaration of Covenants, Conditions and Restrictions for North Point Crossing in the form attached as an Exhibit hereto.

E. Audrey Lane

✓
843 Joe Haggerty (Lot 34)

837 Maura Taylor (Lot 33)

✓
831 James McLaughlin (Lot 32)

Rental at # 825
Lot 31 Carter or Barb Froelich
3735 E. Pierson Street Phoenix, AZ 85018
381-7753



Pat Paffini (aka Lemmer tre)
819 Pat or Jim Paffini (Lot 30)

Mohammed of Maryam Apadama
815 Mohammed of Maryam Apadama (Lot 29)

Stacy Bellaire
814 Perry or Stacy Bellaire (Lot 28)

Rental at # 818 Audrey Lane
Lot 27 David Maxie
6634 Star Glow Court Las Vegas, Nv 89118

✓
826 Barbara or Dallas Meyers (Lot 26)

Bill or Sharon Lindsey
836 Bill or Sharon Lindsey (Lot 25)

Charlene Momeyer
842 Charlene Momeyer (Lot 24)

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837
Spanish
Crossing

N. 8th Place

Marietta D. Dela Cruz
18437 Conrado or Marietta Dela Cruz (Lot 1)

18431 Rental (Lot 2) Ann Stathakis 2222 E. Cinnabar Phx 85022

Ronny Odish
18425 Ronny Odish (Lot 3)

Kevin or Rita Miller
18419 Kevin or Rita Miller (Lot 4)

Maurine Sanchez
18413 Maurine Sanchez (Lot 5)

Donna or David West
18407 Donna or David West (Lot 6)

Edna Schrock
18401 Edna Schrock (Lot 7)

John Cary Paris
18261 John Cary Paris (Lot 8)

Lewis or Eleanore Grigg
18255 Lewis or Eleanore Grigg (Lot 9)

Dolores Saunders
18249 Dolores Saunders (Lot 10)

Ken Foss
18243 Ken Foss (Lot 11)

Jeri or Harry Jue
18237 Jeri or Harry Jue (Lot 12)

Victoria or Mark Monroe
18231 Victoria or Mark Monroe (Lot 13)

Jeanette Magnusson
18225 Jeanette Magnusson (Lot 14)

Randy Marchetti
18219 Randy Marchetti (Lot 15)

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E. Michigan Avenue

843 Rental Lot 16 Susan James by E. C. Walsh as her & herneq in fact
Susan James at 1121 E. Annette Drive Phoenix, AZ 85022

V. Louis Pickett
837 Iris Pickett (Lot 17)

Jesus Lopez
831 Jesus or Mary Lopez (Lot 18)

Denise Kemp
825 Denise Kemp (Lot 19)

Linda Cauila
819 Linda Cauila (Lot 20)

Maureen & Walsh
813 Peter or Maureen Walsh (Lot 21)

Gary Stein
807 Gary or Jean Stein (Lot 22)

Genus Fararoui
801 Genus Fararoui (Lot 23)

Brian Blakely
802 Brian or Louise Blakely (Lot 82)

Albert Nichols
808 Albert or Linda Nichols (Lot 81)

Phyllis Vaden
812 Phyllis Vaden (Lot 80)

Carol Bowers
818 Mike or Carol Bowers (Lot 79)

Gary Ong
824 Gary or Linda Ong (Lot 78)

Virginia Mackeever
828 Virginia Mackeever (Lot 77)

Barbara or Wayne Evans
832 Barbara or Wayne Evans (Lot 76)

Neal or Melissa Shifflett
836 Neal or Melissa Shifflett (Lot 75)

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E. Rose Marie Lane

- # 843 Deborah Willerton (Lot 74)
Norman Reno
 # 837 Norman or Sue Reno (Lot 73)
Kathy Smythe
 # 831 Kathy Smythe (Lot 72)
Laura Miyoshi
 # 825 Steven or Laura Miyoshi (Lot 71)
 X
 # 819 Patricia or Jack Williams (Lot 70) ✓
 O
 # 813 Karen or Jeff Williamson (Lot 69) ✓
Garth Wong
 # 809 Garth or Mary Ann Wong (Lot 68)
Elizabeth Nemger
 # 803 Elizabeth or Raymond Nemger (Lot 67)
Sharon Stanton
 # 804 Pete or Sharon Stanton (Lot 66)
M. Black
 # 808 Jill or Robert Black (Lot 65)
Brian Senechal
 # 812 Brian or Mary Beth Senechal (Lot 64)
Sophie Huber
 # 818 Sophie Huber (Lot 63)
Eddy Herbison
 # 824 Eddy or Karen Herbison (Lot 62)
David Acuna
 # 830 David or Shawn Acuna (Lot 61)
Susan M Siebels
 # 836 Bryan or Susan Siebels (Lot 60)
Grace Kwan
 # 842 Grace or Laurence Kwan (Lot 59)

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E. Spanish Moss Lane

Suzanne C. Kuehn
843 David or Suzanne Kuehn (Lot 58)

Lorraine Swanson
837 Jay Toger or Lorraine Swanson (Lot 57)

L.R.S.P.
831 Larry or Ruth Schmid (Lot 56)

Randy Gonzalez
825 Randy or Lisa Gonzales (Lot 55)

Dan or Patti Milliron 4-13-97
819 Dan or Patti Milliron (Lot 54)

Melinda Madison
815 Jerry or Melinda Madison (Lot 53)

William W. Siefk
814 W. Siefk (Lot 52)

William J. Hamour
820 Laurie or William Hamour (Lot 51)

Tom or Natalie Moren
826 Tom or Natalie Moren (Lot 50)

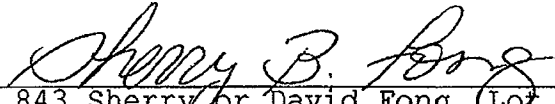
Mary J. Hankins
832 Mary or Jim Hankins (Lot 49)

Linda J. Chacon
838 Linda or Angel Chacon (Lot 48)

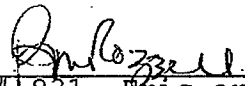
Ward or Ruth Isenberg
844 Ward or Ruth Isenberg (Lot 47)

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E. Wagoner Road


843 Sherry or David Fong (Lot 46)


837 Phil or Penny Plotts (Lot 45)


831 Eric or Rosslyn Rozzell (Lot 44)

825 Shelly Dodson (Lot 43)

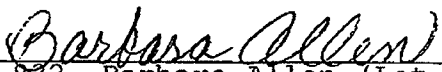
X # 819 Don or Waneta Major (Lot 42)

: # 815 Jim or Kathy Beck (Lot 41)

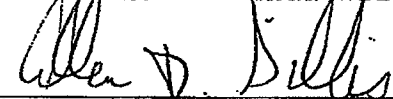

814 Michael or Sharon Williams (Lot 40)

X # 820 Don or Carol Mahan (Lot 39)

826 William Wilson (Lot 38)


832 Barbara Allen (Lot 37)

838 Mike or Linda Wright (Lot 36)


844 Allen or Donna Gillis (Lot 35)