



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2002-0245296 03/08/02 16:37
2 OF 2

BLOCKNUMBERS

When recorded, return to:

Shea Homes
8800 North Gainey Drive, Suite 350
Scottsdale, Arizona 85258
Attn: Bonnie Pennington

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR FONTE AL SOLE HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FONTE AL SOLE HOMEOWNERS ASSOCIATION (this "First Amendment") is executed to be effective as of the 19 day of February, 2002, by and between Shea Homes Limited Partnership, a California limited partnership ("Shea"), and Chandler 100 L.L.C., an Arizona limited liability company ("Chandler 100").

RECITALS

WHEREAS, Shea and Chandler 100 are the Declarants under that certain Declaration of Covenants, Conditions and Restrictions for Fonte al Sole Homeowners Association recorded on October 4, 2001 as **Instrument No. 2001-0927662**, Records of Maricopa County, Arizona (the "Declaration");

WHEREAS, Shea and Chandler 100 are the Owners of all of the Lots;

WHEREAS, Declarants desire to amend the Declaration pursuant to Section 12.3 thereof;

NOW, THEREFORE, Declarants consent to such amendments, as follows:

AMENDMENTS

1. **Definitions.** Except as otherwise provided herein, capitalized words in this First Amendment shall have the meanings given to them in the Declaration.

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2. **Additional Definitions.** After the recording of this First Amendment, Chandler 100 will from time to time deed portions of the Chandler 100 Property to Beazer Homes Holding Corp., a Delaware corporation, ("Beazer"). Any portion of the Chandler 100 Property owned by Beazer from time to time shall be referred to as the "Beazer Property" and shall no longer be part of the Chandler 100 Property.

3. **Revised Definition.** Section 1.12 is hereby amended and restated in its entirety to read as follows:

Section 1.12 "Declarants" shall mean Shea Homes Limited Partnership, a California limited partnership, Chandler 100 L.L.C., an Arizona limited liability company, Beazer Homes Holding Corp., a Delaware corporation, and their successors and assigns if such successors or assigns should acquire two or more undeveloped Lots from any Declarant for the purpose of development and resale and such acquisition includes a recorded assignment of the Declarant's rights as a Declarant hereunder. No successor Declarant shall have any liability resulting from any actions or inactions of any preceding Declarant unless expressly assumed by the successive Declarant, in which event the preceding Declarant shall be released from liability. In the event any decision or action is required or permitted to be made or taken under this Declaration by the Declarants, (a) any decision or action pertaining solely to the Shea Property shall be made or taken by Shea (or its successor or assign) acting alone, (b) any decision or action pertaining solely to the Chandler 100 Property shall be made or taken by Chandler 100 (or its successor or assign) acting alone, (c) any decision or action pertaining solely to the Beazer Property shall be made or taken by Beazer (or its successor or assign) acting alone, and (d) other decisions or actions shall be taken by whichever of Shea or Chandler 100 or Beazer (or their successors or assigns) then owns the most Lots in the Property.

4. **Ratification.** Except as expressly amended hereby, the Declaration is hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year above written.

CHANDLER 100 L.L.C., an Arizona limited liability company

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: Adobe Development Partners, L.L.C., an Arizona limited liability company
Its: Manager

By: J.F. Shea Co., Inc., a Nevada corporation, as general partner

By: Cheryl C. Sutherland, Inc., an Arizona corporation
Its: Member

By: [Signature]
Its: Vice President

By: [Signature: Cheryl Sutherland]
Cheryl Sutherland
President

By: [Signature]
Its: Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19 day of February, 2002, by Cheryl Sutherland as President of Cheryl C. Sutherland, Inc., an Arizona corporation, a member of Adobe Development Partners, L.L.C., an Arizona limited liability company, the Manager of Chandler 100 L.L.C., an Arizona limited liability company, on behalf of the company.

[Signature: Leighanne Sudeith]
Notary Public

My Commission Expires: 4.30.02



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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on February 28, 2002, by David Garcia, as Vice President of J.F. Shea Co., Inc., a Nevada corporation, general partner of SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires: October 31, 2004



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on February 28, 2002, by Brad Hare, as Director of J.F. Shea Co., Inc., a Nevada corporation, general partner of SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires: October 31, 2004

