

**WHEN RECORDED RETURN TO:**

Brown Homes, LLC  
8700 E. Via De Ventura Blvd.  
Suite 350  
Scottsdale, AZ 85258

**First Amendment  
To  
Declaration of Covenants, Conditions and Restrictions  
For  
Heritage Pointe**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Point (the "**First Amendment**") is made as of this 19<sup>th</sup> date of March 2021 by Sage Land Holdings, LLC, an Arizona limited liability company (the "**Declarant**").

**RECITALS**

- A. Reference is hereby made to the certain Declaration of Covenants, Conditions and Restrictions for Heritage Pointe recorded as instrument No. 2021-0015380 in the Recorder's Office of Yavapai County, Arizona, (as amended from time to time, the "**Declaration**"). Capitalized terms used herein shall have the meanings included in the Declaration.
- B. Declarant owns all the Lots in the Property.
- C. Pursuant to Section 10.3 of the Declaration, so long as the Declarant owns one or more Lots or holds an option to purchase any Lot, the Declarant may unilaterally amend this Declaration.
- D. The Declarant hereby amends the Declaration in accordance with the provisions hereinafter set forth:

**AMENDMENT**

1. Section 4.5 **Trash Containers and Collection** of the Declaration is hereby deleted in its entirety and replaced with the following:

No garbage or trash shall be placed or kept on any Lot except in covered sanitary containers to be stored behind the screened enclosure installed by the Declarant on each Lot. In no event shall such containers be kept or placed on a Lot so as to be visible from the street except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection. All rubbish, trash,

or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

2. Section 4.12 **Vehicles and Parking** of the Declaration is hereby deleted in its entirety and replaced with the following:

Automobiles, vans, sport utility vehicles, pickup trucks, motorcycles, motorbikes, all-terrain vehicles, utility or commercial vehicles, recreational vehicles, mobile homes, trailers, boats or other watercraft, or oversized vehicles ("**Vehicles**"), shall first be parked in the garage on the Lot. If such Vehicles do not fit within the garage, they may be parked (including overnight parking) on the decomposed granite, concrete or paver driveway (the "**Dust Free Driveway**") of the Lot to include no more than two Vehicles on Lots with a two-car garage or no more than three Vehicles on Lots with a three-car garage. Vehicles parked on Dust Free Driveways must fully fit on the Dust Free Driveway and shall not be parked on any part of the landscaping or overhang onto the street. Vehicles may be parked in the rear yard of the Lot, as long as they are parked behind the return fence installed on the Lot. No inoperable Vehicle may be parked or stored within the Project so as to be Visible From Neighboring Property nor at any time shall there be any outside storage of Vehicles in stages of construction, reconstruction, modification or rebuilding of parts of Vehicles such as frames, bodies, engines or other parts or accessories. The use or occupancy of a recreational vehicle, motor home, van, camper, trailer or boat as living quarters on either a temporary or permanent basis is prohibited on any portion of the Property.

**EXCEPT** as expressly amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this First Amendment and the Declaration, this First amendment shall prevail.

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this Declaration as of the day and year first above written.

**Sage Land Holdings, LLC,**  
an Arizona limited liability company

By:



Michael D. Brown

Its:

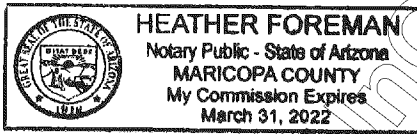
Manager

STATE OF ARIZONA )

) ss.

County of Maricopa )

On this 19<sup>th</sup> day of March, 2021, before me the undersigned officer, personally appeared Michael D. Brown, who acknowledged himself to be the Manager of Sage Land Holdings, LLC, an Arizona limited liability company, and acknowledged that he executed the foregoing instrument for the purposes therein contained for and on behalf thereof.



Notary Stamp

Heather Foreman

Notary Public