

When recorded mail to:

Neil D. Biskind, Esq.  
Biskind, Hunt & Taylor, P.L.C.  
11201 North Tatum Blvd., Suite 330  
Phoenix, Arizona 85028

BSFACC-5-1-1--A  
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BSFACC 1/1

CAPTION HEADING: First Amendment to Community Charter for Verrado

This document is being re-recorded for the sole purpose of correcting a scrivener's error with respect to the recording information referenced in Recital A thereof.

## WHEN RECORDED, RETURN TO:

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 11201 North Tatum Blvd., Suite 330  
 Phoenix, Arizona 85028

BS/BS

OFFICIAL RECORDS OF  
 MARICOPA COUNTY RECORDER  
 HELEN PURCELL  
 20040015591 01/07/2004 12:08  
 BSFACC-4-1-1  
 ELECTRONIC RECORDING

FIRST AMENDMENT TO  
 COMMUNITY CHARTER FOR  
 VERRADO

THIS FIRST AMENDMENT TO COMMUNITY CHARTER FOR VERRADO (the "Amendment") is made as of the 5<sup>th</sup> day of January 2004, by DMB WHITE TANK, LLC, an Arizona limited liability company ("Founder").

RECITALS

A. On September 30, 2002, Founder and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee under its Trust No. B176 ("Trustee"), caused to be recorded in the official records of Maricopa County, Arizona, as Instrument No. 2002-~~11008906~~; that certain Community Charter for Verrado (the "Charter"). 1008906

B. Pursuant to the terms of Section 21.1 of the Charter, until conveyance of the first Unit to a Person other than a Builder, the Founder may unilaterally amend the Charter for any purpose.

C. As of the date hereof, the Founder has not conveyed any Unit to any Persons other than a Builder; therefore, Founder is entitled to unilaterally amend the Charter.

NOW, THEREFORE, the Founder hereby amends the Charter as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meaning set forth in the Charter.

2. Shared Mailbox Easement. The following is added as Section 13.9 of the Charter:

The Founder and Trustee each reserve for itself, the Association, and their respective successors, assigns, and designees, and grant to each Owner a perpetual, non-exclusive easement upon, over, under, and across (i) that portion of the Common Area, Limited Common Area or Area of Common Responsibility that separates any Owner's Unit from any right-of-way that adjoins such Common Area, Limited Common Area or Area of Common Responsibility, and (ii) that portion of any Unit that is encumbered with a public utility easement, which easement area is adjoining either a public or private right-of-way or adjoining the area described in (i) above, for the purposes of: installing, using, maintaining, repairing replacing and operating a shared mailbox structure to serve the Owners of adjoining Units (each a "Shared Mailbox") as the Reviewer, may from time to time deem necessary or desirable and as may be approved by the

Town of Buckeye from time to time. It is intended that each Shared Mailbox shall only server two adjoining Units.

Each Shared Mailbox shall be considered a party structure and shall be subject to the provisions of Section 6.4.

All work associated with the exercise of the easement shall be performed so as to minimize interference with the use and enjoyment of the Unit, Common Area or Limited Common Area and any Improvements located thereon. Upon completion of the work permitted by this section, the Person exercising the easement shall restore the Unit, Common Area or Limited Common Area, to the extent reasonably possible, to the condition existing prior to commencement of the work. The Person exercising such easement rights shall be responsible for any damage caused to the Unit, Common Area or Limited Common Area as a result of their actions.

No Owner shall have the right to deny access to any other Owner or the United States Postal Service to any Shared Mailbox situated on a Unit, Common Area, Limited Common Area or Area of Common Responsibility. The rights and obligations granted herein shall be deemed to run with the land, and the subsequent sale of all or any portion of a Unit or any affected Common Area, Limited Common Area or Area of Common Responsibility shall not affect such rights and obligations.

2. No Further Changes. Except as expressly amended hereby, all provisions of the Charter as originally written, shall remain unchanged and in full force and effect.

*[remainder of page is blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

**FOUNDER:**

DMB WHITE TANK, LLC, an Arizona limited liability company

By: DMB REALCO LLC, an Arizona limited liability company, its Manager

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: *H. Bradley*  
Its: *V.P.*

The undersigned, hereby consents to and acknowledges its approval of this Amendment.

**TRUSTEE:**

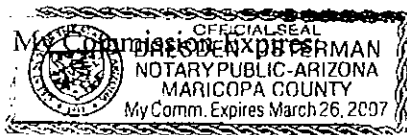
FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee under its Trust No. B176 ("Trustee")

By: *Barbara J. Secrest*  
Name: *Barbara J. Secrest*  
Its: *TRUST officer*

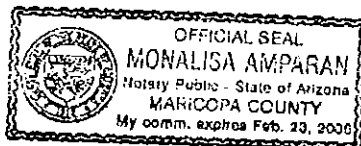
STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 6 day of January 2004, by John Bradley, the VP DMB Associates, Inc., an Arizona corporation, the Manager of DMB Realco LLC, an Arizona limited liability company, the Manager of DMB WHITE TANK, LLC, an Arizona limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )



The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January 2004, by Barbara J. Secret, the Trust officer, of FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee of its Trust No. B176, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:  
2/23/06

**WHEN RECORDED, RETURN TO:**

Neil D. Biskind, Esq.  
Biskind, Hunt & Taylor, P.L.C.  
11201 North Tatum Blvd., Suite 330  
Phoenix, Arizona 85028

**BS/BS**

BSFACC-4-1-1--  
hoyp

**FIRST AMENDMENT TO  
COMMUNITY CHARTER FOR  
VERRADO**

THIS FIRST AMENDMENT TO COMMUNITY CHARTER FOR VERRADO (the "Amendment") is made as of the 5<sup>th</sup> day of January 2004, by DMB WHITE TANK, LLC, an Arizona limited liability company ("Founder").

**RECITALS**

A. On September 30, 2002, Founder and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee under its Trust No. B176 ("Trustee"), caused to be recorded in the official records of Maricopa County, Arizona, as Instrument No. 2002-11008906, that certain Community Charter for Verrado (the "Charter").

B. Pursuant to the terms of Section 21.1 of the Charter, until conveyance of the first Unit to a Person other than a Builder, the Founder may unilaterally amend the Charter for any purpose.

C. As of the date hereof, the Founder has not conveyed any Unit to any Persons other than a Builder; therefore, Founder is entitled to unilaterally amend the Charter.

NOW, THEREFORE, the Founder hereby amends the Charter as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meaning set forth in the Charter.

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2. No Further Changes. Except as expressly amended hereby, all provisions of the Charter as originally written, shall remain unchanged and in full force and effect.

*[remainder of page is blank]*

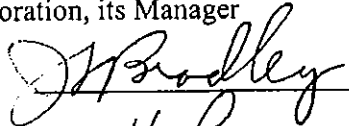
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

**FOUNDER:**

DMB WHITE TANK, LLC, an Arizona limited liability company

By: DMB REALCO LLC, an Arizona limited liability company, its Manager

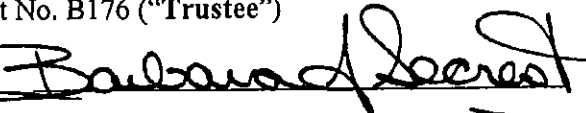
By: DMB Associates, Inc., an Arizona corporation, its Manager

By:   
Its: V.P.

The undersigned, hereby consents to and acknowledges its approval of this Amendment.

**TRUSTEE:**

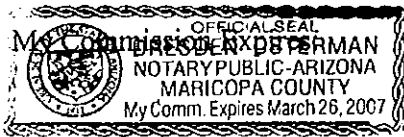
FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee under its Trust No. B176 ("Trustee")

By:   
Name: Barbara J. Secrest  
Its: TRUST officer

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 6 day of January 2004, by John Bradley, the VP DMB Associates, Inc., an Arizona corporation, the Manager of DMB Realco LLC, an Arizona limited liability company, the Manager of DMB WHITE TANK, LLC, an Arizona limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )



The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January 2004, by Barbara J. Seemst, the Trust officer, of FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee of its Trust No. B176, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:  
2/23/06