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JUL 11 2002

FEE # 020721905
OFFICIAL RECORDS
COCHISE COUNTY
DATE 07/11/02 HOUR 4

REQUEST OF
GUGINO, ROBERT L
CHRISTINE RHODES-RECORDER
FEE : 10.00 PAGES : 4

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS OF
WILD HORSE II SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions & Restrictions is made this 11th day of ~~May~~*2002, by Pioneer Title Agency, Inc., as Trustee under Trust No. 306978 (hereinafter referred to as "Declarant").

*July

WITNESSETH:

A. Declarant is the owner of the following described property:

Lots 1 through 79 of Wild Horse II Subdivision which is located upon the West one-half (1/2) of Section 28, Township 23 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona (the "Wild Horse II Property"), except Lots 32, 36, 70, 71, 73 and 74 thereof.

B. Declarant on September 4, 1996 executed that certain Declaration of Covenants, Conditions & Restrictions for Wild Horse II Subdivision which were recorded in the Cochise County Recorder's Office at Fee #961130401 and re-recorded in the Cochise County Recorder's Office at Fee #020515606 (the "CC&R's").

C. The above-described property, as well as property described as the East one-half (1/2) of Section 29, Township 23 South, Range 21 East, Gila and Salt River Base and Meridian, Cochise County, Arizona (the "Wild Horse Property") are bound by and subject to the provisions of the CC&R's. The Wild Horse II Property and the Wild Horse Property are collectively referred to herein as the "Property" and are collectively defined in the CC&R's as the "Property" or "Properties."

D. Declarant, as the Declarant under the CC&R's and pursuant to the provisions of the CC&R's, hereby desires to amend the CC&R's to set forth that the Wild Horse II Property is not subject to the provisions of the Master Declaration of Covenants,

Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for 3 Canyons Ranch ("3 Canyons CC&R's").

NOW, THEREFORE, Declarant hereby amends the CC&R's as set forth below, and this Amendment to the CC&R's shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest in the Property, or any portions thereof, and shall inure to the benefit of each Owner thereof.

1. All capitalized terms set forth herein shall have the same definition as set forth in the CC&R's unless otherwise defined herein.
2. The CC&R's are hereby amended to delete paragraph 2 under the heading "Witnesseth" which states that the Wild Horse II Property is subject to the provisions of the 3 Canyons CC&R's. The CC&R's are further amended so that any reference to the Wild Horse II Property, or any portion thereof, being subject to the 3 Canyons CC&R's is deleted. The CC&R's shall in no way be construed or interpreted to result in the Wild Horse II Property or any portion thereof being bound by the 3 Canyons CC&R's.
3. Articles X, Section 3 shall be amended by replacing the second paragraph thereof with the following:

This Declaration shall not be revoked unless the Owners of eighty percent (80%) of all Lots and First Mortgagees consent and agree to such revocation by written instrument duly recorded. This Declaration shall not be amended, except as otherwise herein provided, unless the Owners of eighty percent (80%) of the Lots and all First Mortgagees consent and agree to such amendment by written instrument duly recorded.

4. Article V, Section 2 thereof shall be amended by deleting the second sentence thereof which reads "The Association shall pay Assessments to the Master Association".
5. The CC&R's are amended hereby in accordance with Article X, Section 3 thereof, which allows the Declarant the right to amend the CC&R's at any time prior to the termination of the Development Period, which has not terminated since the Declarant remains the Owner of Lots within the Property.
6. Any conflict between this Amendment and the Declaration shall be resolved in favor of this Amendment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this
Amendment as of ~~May~~^{*July} 11~~th~~th 2002.

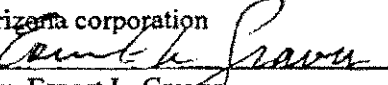
PIONEER TITLE AGENCY, INC., as
Trustee under Trust No. 306978

By: 

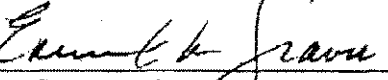
R. Keith Newlon
Its: Trust Officer

APPROVED AND ACCEPTED:

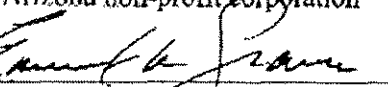
SAN PEDRO DEVELOPMENT II, INC., an
Arizona corporation


By: Ernest L. Graves
Its: President

ASH CANYON, LLC, an
Arizona limited liability company


By: Ernest L. Graves
Its: Manager SPD L.L.C.

APPROVED AND ACCEPTED AS PART OF THE
WILD HORSE HOMEOWNERS' SUBASSOCIATION,
an Arizona non-profit corporation


By: Ernest L. Graves
Its: President

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