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FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WILD HORSE SUBDIVISION

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Wild Horse Subdivision is made on this 4<sup>th</sup> day of September, 1996 by Pioneer Title Agency, Inc. as Trustee under Trust No. 306791 (hereinafter referred to as "Declarant").

WITNESSETH:

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

Lots 1 through 77 Wild Horse Subdivision

2. A Declaration of Covenants, Conditions and Restrictions of the Wild Horse Subdivision ("Wild Horse CC&R's) was recorded on April 4, 1996 in the Office of the Cochise County Recorder at Fee #960408334.

3. Declarant, pursuant to the provisions of Article X, Section 3 of the Wild Horse CC&R's hereby amends the Wild Horse CC&R's as stated herein.

4. Article VI, Section 5 of the Wild Horse CC&R's is hereby amended to provide in Subsection a. thereof that the maximum building height (from grade) shall be twenty-six (26) feet and that the maximum number of stories shall be one (1) except that two (2) stories may be allowed by the Architectural Committee subject to review of grade, elevations and impact on nearby lots.

5. The Wild Horse CC&R's are further amended to provide that the provisions thereof shall also apply to Wild Horse II Subdivision, Lots 1 through 79 and that all of the provisions provided for in the Wild Horse CC&R's shall control and be binding upon Lots 1 through 79 of the Wild Horse II Subdivision.

6. The Wild Horse CC&R's are further amended to provide that the Wild Horse Homeowners' Subassociation shall control and enforce the Wild Horse Subdivision CC&R's upon Lots 1 through 79 of Wild Horse II Subdivision including the fact that Declarant and Developer of the Wild Horse Subdivision shall act as the initial Architectural Committee to control the development of residences on Lots 1 through 79 of the Wild Horse II Subdivision.

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961130401



FEE # 961130401  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 11/05/96 HOUR 9

REQUEST OF  
ARROW ENGINEERING  
CHRISTINE RHODES-RECORDED  
FEE : 26.00 PAGES : 22

7. Declarant hereby specifically approves the Wild Horse II Subdivision Declaration of Covenants, Conditions and Restrictions which shall be recorded against Lots 1 through 79 of the Wild Horse II Subdivision and shall execute an original set thereof prior to recording in order to evidence this approval.

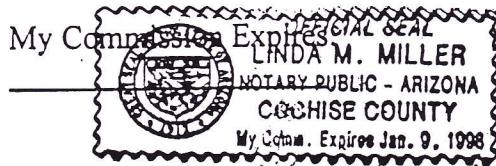
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4 day of September, 1996.

By: [Signature]  
Its: Trust Officer

STATE OF ARIZONA            )  
  )            ss.  
  )  
County of ~~Pima~~ Cochise            )

SUBSCRIBED AND SWORN to before me this 4 day of September, 1996 by  
R. Keith Newlon, Trust Officer for PIONEER TITLE AGENCY, INC. an Arizona Corporation  
as Trustee under Trust No. 306791

[Signature]  
Notary Public



Recorded at the request of  
Law Offices of Robert L. Gugino

Record



FEE # 020721906  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 07/11/02 HOUR 4

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

When recorded, mail to:  
Law Offices Robert L. Gugino  
2200 E. River Road, Suite 123  
Tucson, Arizona 85718

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

This Second Amendment to Declaration of Covenants, Conditions & Restrictions is made this 11th day of April, 2002, by Pioneer Title Agency, Inc., as Trustee under Trust No. 306791 (hereinafter referred to as "Declarant").

\*July

**WITNESSETH:**

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

Lots 1 through 77 Wild Horse Subdivision (the "Wild Horse Property"), except Lots 2 - 11, 13 - 28, and 30-61 thereof.

B. Declarant on March 12, 1996 executed that certain Declaration of Covenants, Conditions & Restrictions for Wild Horse Subdivision which were recorded in the Cochise County Recorder's Office as Document No. 960408334 which have previously been amended by that certain First Amendment to Declarations of Covenant, Conditions and Restrictions of Wild Horse Subdivision dated September 4, 1996 and recorded in the Cochise County Recorder's Office as Document or Fee # 961130401, (collectively the "CC&R's").

C. The above-described Wild Horse Property, as well as property described as the West one-half (1/2) of Section 28, Township 23 South, Range 21 East, Gila and Salt River Base and Meridian, Cochise County, Arizona (the "Wild Horse Property") are or may be bound by and subject to the provisions of the CC&R's.

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").

020721906

NOW, THEREFORE, Declarant hereby amends the CC&R's as set forth below, and this Second 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 Wild Horse Property and the Wild Horse II 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 5 of the First Amendment to Declaration of Covenants, Conditions and Restrictions of Wild Horse Subdivision dated September 4, 1996 and recorded in the Cochise County Recorder's Office as Docket No. 961130401 (the "First Amendment"). Further paragraph 6 of the First Amendment shall be amended to set forth only that the Developer of the Wild Horse Subdivision shall act as the initial Architectural Committee to control the development of residences on Lots 1 through 79 of the Wild Horse II Subdivision, thereby deleting any reference to the Wild Horse Homeowners' Subassociation controlling and enforcing the CC&R's upon the Wild Horse II Property.
3. 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.
4. Article 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.
5. 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".
6. 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

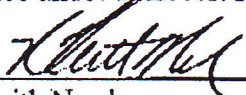
the Declarant remains the Owner of Lots within the Wild Horse Property.

- 7. 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 ~~April~~ <sup>\*July</sup> 11th 2002.

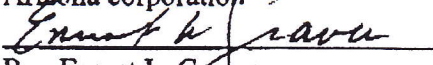
PIONEER TITLE AGENCY, INC., as  
Trustee under Trust No. 306791

\*July

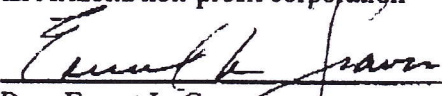
By:   
R. Keith Newlon  
Its: Trust Officer

APPROVED AND ACCEPTED:

SAN PEDRO DEVELOPMENT II, INC., an  
Arizona corporation

  
By: Ernest L. Graves  
Its: President

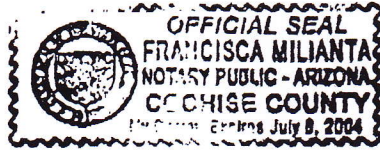
APPROVED AND ACCEPTED AS PART OF THE  
WILD HORSE HOMEOWNERS' SUBASSOCIATION,  
an Arizona non-profit corporation

  
By: Ernest L. Graves  
Its: President

STATE OF ARIZONA

County of COCHISE

} ss



This instrument was acknowledged before me  
 this 11th day of July, 2002 by  
**R. KEITH NEWLON, Trust Officer of**  
**PIONEER TITLE AGENCY, INC., as**  
**Trustee under Trust No. 306791**

Francisca Milianta  
 Notary Public

My commission will expire 7-8-04

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

} ss

This instrument was acknowledged before me  
 this \_\_\_\_ day of \_\_\_, 20 by

\_\_\_\_\_  
 Notary Public

My commission will expire \_\_\_\_\_

020721906

Recorded at the request of  
Law Offices of Robert L. Gugino

When recorded, mail to:  
Law Offices Robert L. Gugino  
2200 E. River Road, Suite 123  
Tucson, Arizona 85718

R.



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~~ <sup>July</sup>, 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:

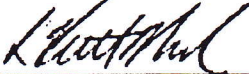
This Declaration shall not be revoked unless the Owners of eighty percent (80%) of all Lots and First Mortgagees consent and agree to such revocation by written instrument duly recorded. This Declaration shall not be amended, except as otherwise herein provided, unless the Owners of eighty percent (80%)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



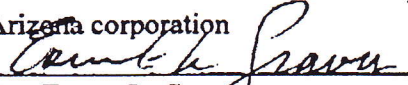
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Amendment as of ~~May~~ <sup>\*July</sup> ~~11th~~ 2002.

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

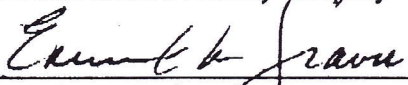
By:   
R. Keith Newlon  
Its: Trust Officer

APPROVED AND ACCEPTED:

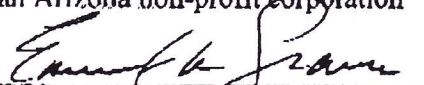
SAN PEDRO DEVELOPMENT II, INC., an Arizona corporation

  
By: Ernest L. Graves  
Its: President

ASH CANYON, LLC, an Arizona limited liability company

  
By: Ernest L. Graves  
Its: Manager SPD D.I.V.I

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

  
By: Ernest L. Graves  
Its: President