

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

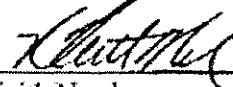
the Declarant remains the Owner of Lots within the Wild Horse Property.

- 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~~ ^{*July} 11th 2002.


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

*July

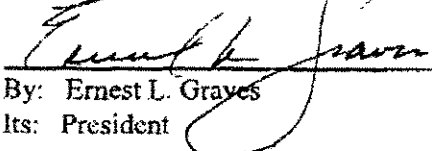
By: 
R. Keith Newlon
Its: Trust Officer

APPROVED AND ACCEPTED:

SAN PEDRO DEVELOPMENT II, INC., an
Arizona corporation


By: Ernest L. Grayes
Its: President

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


By: Ernest L. Grayes
Its: President

020721906

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 Miliana
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