

STEWART TITLE & TRUST OF PHOENIX
WHEN RECORDED, RETURN TO:



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Beus, Gilbert & Morrill, P.L.L.C.
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1000 Great American Tower
Phoenix, Arizona 85012-2417

OF
MARI

HELEN PURCELL

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PECAN GROVE VILLAGE III**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PECAN GROVE VILLAGE III is made on the 21 day of October, 1993, by LAURELCREST HOMES, L.L.C., an Arizona limited liability company (the "Declarant").

WITNESSETH:

A. Declarant is the beneficial owner of certain real property located in Phoenix, Maricopa County, Arizona, which is more particularly described as follows:

Lots 1 through 86, and Tracts A, B, C and D of Pecan Grove Village III, a subdivision per plat recorded in Book 362 of Maps, page 30, Records of Maricopa County, Arizona.

B. Declarant has imposed certain covenants, conditions and restrictions upon the real property described above pursuant to a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PECAN GROVE VILLAGE III dated October 9, 1993 and recorded on October 15, 1993 (the "Declaration") in the records of Maricopa County, Arizona at Instrument No. 93-704336, in order to establish a general scheme for the development, sale, use and enjoyment of the real property for the purpose of enhancing and protecting the value, desirability and quality of life within said real property.

C. Declarant desires to modify and amend Declaration in certain respects to comply with the requirement of the City of Tempe, Arizona.

D. Declarant pursuant to Paragraph 10.4 of the Declaration has the right and authority to modify and amend the Declaration.

NOW, THEREFORE, the Declarant hereby modifies and amends the Declaration as follows:

1. Paragraph 7.1 of the Declaration is hereby modified and amended in its entirety to read as follows:

7.1 Maintenance of Common Area by the Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Area and shall install and maintain the landscaping on the Common Area in accordance with the landscaping plan for the Common Area approved by the City of Tempe. Further, the Association may, without any approval of the Owners being required, do any of the following:

a. Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);

b. Construct, reconstruct, repair, replace or refinish any portion of the Common Area used as a road, street, walk, driveway and parking area;

c. Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for drainage or the conservation of water and soil and for aesthetic purposes;

d. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

e. Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

2. Paragraph 10.4 of the Declaration is hereby modified and amended in its entirety to read as follows:

a. Except for amendments which may be executed by the Declarant pursuant to Subsection (b) of this Section or any other provision of this Declaration, the Declaration or the Plat may only be amended by the written approval or the affirmative vote of Owners of not less than seventy-five percent (75%) of the Lots. Notwithstanding the foregoing, Paragraph 7.1 above shall not

be modified or amended except with the prior written consent of the City of Tempe.

3. Paragraph 1.22 was inadvertently omitted from the Declaration and is hereby added to read, in its entirety, as follows:

1.22 "Property" or "Project" means the real property described on page one of this Declaration and all real property subsequently annexed by the Declarant pursuant to Article 9 of this Declaration together with all buildings and other Improvements located thereon, and all easements, rights and appurtenances belonging thereto.

4. Except as specifically modified and amended by the foregoing, the Declaration remains in full force and effect and is hereby ratified and approved by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions of Pecan Grove Village III on the day and year first above written.

DECLARANT:

LAURELCREST HOMES, L.L.C.,
an Arizona limited liability company

By: GENESIS S.W. INC.,
an Arizona corporation,
manager

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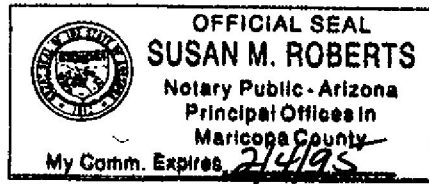
By 
William F. Dykes,
President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 21 day of October, 1993, by William F. Dykes, who acknowledged himself to be the President of GENESIS S.W. INC., an Arizona corporation, the Manager of LAURELCREST HOMES, L.L.C., an Arizona limited liability company, for and on behalf of the corporation and the limited liability company.

Susan M. Roberts
Notary Public

My Commission Expires:



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THE DECLARATION AS RECORDED IN INSTRUMENT NO. 93-704336 AND THE FOREGOING FIRST AMENDMENT ARE HEREBY APPROVED:

City Attorney
City of Tempe, Arizona

Date: 10/21, 1993

By *A. Hunter*
Its *Attorney*

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