



FEE # 990927568
OFFICIAL RECORDS
COCHISE COUNTY
DATE 99/09/08 HOUR 1

REQUEST OF
FIDELITY NATIONAL TITLE
CHRISTINE RHODES-RECORDER
FEE 10.00 PAGES 2

When recorded, return to:
Fidelity National Title Agency, Inc.
7750 East Broadway Blvd., Suite A-200
Tucson, Arizona 85710

**COURTESY RECORDING
NO TITLE LIABILITY** FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAZY D S RANCH
COCHISE COUNTY, ARIZONA

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of LAZY D S RANCH, recorded April 15, 1999, in the records of the Cochise County Recorder at Document 990411967 (the "Declaration"), affects that property described on Exhibit "A" attached hereto. This Amendment amends the Declaration as set forth herein, and all other terms and conditions of the Declaration shall remain in full force and effect.

Section 1 of the Declaration is hereby amended by the addition of the following:

1.7 No parcel may be split into more than one parcel or lot until January 1, 2001.

Section 2.4 of the Declaration is hereby amended as follows:

2.4 Except as provided for in Section 2.8, the Owner of every Parcel within the Property bound by this Declaration covenants and agrees to pay to the Association within twenty (20) days from receipt of an invoice, a sum equal to the total of the following (hereinafter called "Assessment"):

(a) The pro rata shares of the actual costs and expenses to the Association of performing the responsibilities, duties and obligations set forth in Sections 4.1 and 4.2;

(b) The pro rata share of the estimated future costs and expenses to the Association of performing the responsibilities, duties and obligations set forth in Sections 3.1 and 3.2 which the

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Association determines shall be necessary to collect in advance and which are not covered by funds theretofore collected and reserved for such purposes;

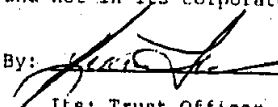
(c) The pro rata share of all fees due to Sulphur Springs Valley Electric Cooperative for electric access availability pursuant to the agreement attached as Exhibit "B" hereto and incorporated herein by reference, as such may be amended from time to time;

(d) The proration of the total of such costs and expenses shall be made on the basis that each Parcel will bear an equal share of such charges; and

(e) Invoices for payment of any and all assessments may be submitted semi-annually or at any other interval as may be fixed by the Association. The assessment for Year 1999 shall not exceed \$300.00 per Parcel. Said assessment shall not be increased more than five percent (5%) per annum without the vote of a majority of the Members.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

FIDELITY NATIONAL TITLE AGENCY, INC.
an Arizona corporation
as Trustee under Trust #10,710 only
and not in its corporate capacity

By: 

Its: Trust Officer

STATE OF ARIZONA)
County of Pima) ss.

The foregoing was acknowledged before me this 7th day of September, 1999, by KEVIN FRENCH, Trust Officer, Trust Officer for Fidelity National Title Agency, Inc., as Trustee under Trust #10,710, as Trustee only, and not in its corporate capacity.

My commission



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