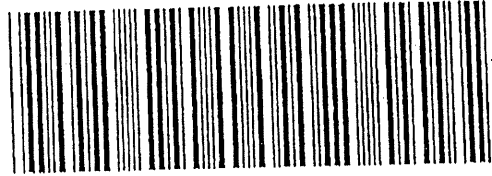


WHEN RECORDED, RETURN TO:

Donald E. Dyckman, Esq.  
O'Connor, Cavanaugh, et al.  
One E. Camelback Road  
Suite 1100  
Phoenix, Arizona 85012-1656



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

93-0562234 08/23/93 04:16

LILIAN 1 OF 147

*Courtesy*  
*of*

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CRIMSON MOUNTAIN

This Amendment to Declaration of Covenants, Conditions and Restrictions for Crimson Mountain (this "Amendment") is made as of this 19<sup>th</sup> day of AUGUST, 1993, by Pulte Home Corporation, a Michigan corporation ("Pulte").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Crimson Mountain (the "Declaration") was recorded at Recording No. 93-0315295, records of Maricopa County, Arizona, to establish a general plan for the development, sale, lease and use of the real property described on Exhibit A attached to the Declaration.

B. Section 10.3.1 of the Declaration provides that the Declaration may be amended by the written approval or the affirmative vote, or any combination thereof, of the Owners of not less than seventy-five percent (75%) of the Lots. Pulte is the Owner of all of the Lots subject to the Declaration and desires to amend the Declaration in the manner set forth in this Amendment.

C. Capitalized terms used in this Amendment without definition shall have the meanings given to such terms in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1.14 is amended to read as follows:

1.14 "Common Area" means (i) Tracts A through G, inclusive, Crimson Ridge, according to the plat recorded

in Book 361, page 37, records of Maricopa County, Arizona; (ii) Tracts A through F, inclusive, Mountain Ranch Estates/Villas, according to the plat recorded in Book 362, page 26, records of Maricopa County, Arizona; and (iii) all land, together with all improvements situated thereon which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest.

2. Section 1.16 is amended to read as follows:

1.16 "Declarant" means, individually and collectively, Pulte Home Corporation, a Michigan corporation, Centex Real Estate Corporation, a Nevada corporation, and any Person to whom a Declarant may expressly assign any or all of its rights under this Declaration by an instrument recorded with the County Recorder of Maricopa County, Arizona.

3. Section 1.31 is amended to read as follows:

1.31 "Plat" means, individually and collectively, (i) the plat of Mountain Ranch Estates/Villas recorded in Book 362, page 26, records of Maricopa County, Arizona, and all amendments, supplements and corrections thereto; (ii) the plat of Crimson Ridge recorded in Book 361, page 37, records of Maricopa County, Arizona, and all amendments, supplements and corrections thereto; and (iii) any subdivision plat recorded against any Additional Property annexed pursuant to Section 2.2 of this Declaration and all amendments, supplements and corrections thereto.

4. The following is added at the end of Section 2.2.1:

An amendment annexing Additional Property may divide the Additional Property being annexed into separate phases and provide for a different effective date for the annexation of each phase.

5. Sections 4.3 and 4.4 are amended to read as follows:

4.3 Declarants' Use for Sales and Leasing Purposes. Each Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and model homes throughout the Project and to maintain one or more advertising, identification or directional signs on the Common Areas or on Lots or Parcels owned by such Declarant while such Declarant is selling Lots or Parcels. In the event of any conflict or inconsistency between this Section and any other provision of this Declaration, this Section shall control, and no provision of this Declaration shall be interpreted to prohibit or limit in any way the rights granted to the Declarants by this Section.

4.4 Declarant's Easements. Each Declarant shall have the right and an easement on and over the Areas of Association Responsibility to construct all Improvements the Declarant may deem necessary and to use the Areas of Association Responsibility and any Lots and other property owned by the Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project. Each Declarant shall have the right and an easement upon, over and through the Areas of Association Responsibility as may be reasonably necessary for the purpose of discharging its obligations or exercising the rights granted to or reserved by the Declarant by this Declaration. In the event of any conflict or inconsistency between this Section and any other provision of this Declaration, this Section shall control, and no provision of this Declaration shall be interpreted to prohibit or limit in any way the rights granted to the Declarants by this Section.

6. Exhibit A is amended to read as follows:

Lots 1 through 288, inclusive, and Tracts A through G, inclusive, Crimson Ridge, according to the plat recorded in Book 361, page 37, records of Maricopa County, Arizona.

Lots 1 through 166, inclusive, and Tracts A through F, inclusive, Mountain Ranch Estates/Villas, according to

the plat recorded in Book 362, page 26, records of Maricopa County, Arizona.

7. Except as amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any inconsistency between this Amendment and the Declaration, this Amendment shall control.

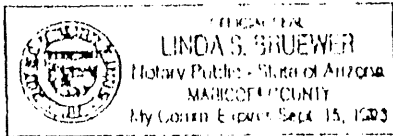
PULTE HOME CORPORATION, a Michigan corporation

By: *Willis W. Martin*

Its: *VP*

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 1993, by Willis W. Martin, the VP of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation.



*Linda S. Gruewer*  
Notary Public

My Commission Expires:

9.15.93

93 562234

CONSENT TO  
AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CRIMSON MOUNTAIN

Centex Real Estate Corporation, a Nevada corporation, as the owner of all of the lots and tracts in Mountain Ranch Estates/Villas, according to the plat recorded in Book 362, page 26, records of Maricopa County, Arizona, hereby consents to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Crimson Mountain and agrees that upon the recording of the Amendment all the lots and tracts in Mountain Ranch Estates/Villas shall be subject to the Declaration of Covenants, Conditions and Restrictions for Crimson Mountain recorded at Recording No. 93-0315295, records of Maricopa County, Arizona, as amended.

Dated this 19<sup>th</sup> day of AUGUST, 1993.

CENTEX REAL ESTATE  
CORPORATION, a Nevada  
corporation

By: Michael Train  
Its: Div. President

STATE OF ARIZONA )  
  ) ss.  
County of MARICOPA )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of AUGUST, 1993, by MICHAEL TRAIN, the DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation.

Dorothy Andersen  
Notary Public

My Commission Expires:

11-24-95

