

HOLD FOR PICK UP

United Title Agency of Arizona, Inc.

Trust Department

Att: *Patty*

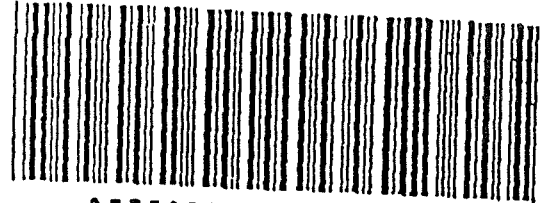
When recorded, return to: -

~~D. Randall Stokes, Esq.~~

~~Lewis and Rice~~

~~40 North Central Avenue, 21st Floor~~

~~Phoenix, Arizona 85004~~



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0446143 06/06/94 08:35

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOOTHILLS CLUB WEST

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Foothills Club West is executed as of May 5, 1994, by UDC HOMES, INC., a Delaware corporation ("Declarant"), DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership ("DMB"), and UNITED TITLE AGENCY OF ARIZONA, INC., an Arizona corporation ("Trustee"), for the purposes set forth herein.

A. The Declaration of Covenants, Conditions and Restrictions for Foothills Club West (the "Declaration") was recorded July 21, 1989, as Instrument No. 89-337438, in the Official Records of Maricopa County, Arizona; except as otherwise provided herein, capitalized words shall have the meanings given them in the Declaration.

B. As of the date hereof, Declarant, DMB and Trustee (as Trustee of its Trust 1548), in the aggregate, own title to more than seventy-five percent (75%) of all lots subject to the Declaration and desire, pursuant to Section 11.2 of the Declaration, to amend the Declaration in certain respects, as more particularly set forth below.

NOW, THEREFORE, the undersigned hereby declare as follows:

1. Section 1.37 of the Declaration is hereby amended in its entirety to read as follows:

1.37 "Owner" shall mean the Person or Persons who individually or collectively own fee title to a Lot or Parcel (as evidenced by a Recorded instrument), provided that: (a) Declarant (and not the fee title holder) shall be deemed to be the "Owner" of each Lot or Parcel with respect to which fee title is held by a Declarant Affiliate (as defined below) or by a trustee (other than the trustee of a deed of trust) for the benefit of Declarant or a Declarant Affiliate; (b) in the event that, and

for so long as, Declarant, a Declarant Affiliate or a trustee for the benefit of Declarant or a Declarant Affiliate has an existing right or option to acquire any one or more Lots or Parcels, pursuant to a written agreement, and for so long as such right or option has not previously expired or been terminated as to all of such Lots or Parcels, Declarant shall also be deemed to be the "Owner" of each Lot or Parcel with respect to which Declarant, a Declarant Affiliate or a trustee for the benefit of Declarant or a Declarant Affiliate has such right or option; and (c) in any case where fee title to a Lot or Parcel is vested in a trustee under a deed of trust pursuant to Chapter 6.1 of Title 33 of the Arizona Revised Statutes, the owner of the trustor's interest under the deed of trust shall be deemed to be the "Owner" of that Lot or Parcel. Throughout this Declaration, references to a Lot or Lots, a Parcel or Parcels, or any other property, "owned by" a Person shall be deemed to mean and refer to a Lot or Lots, a Parcel or Parcels, or other property, as applicable, of which such Person is the Owner, as provided in this Section. For purposes of this Section, the term "Declarant Affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with Declarant, and shall include, without limitation, any general or limited partnership, limited liability company or corporation in which Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.

2. Section 8.4.5 of the Declaration is hereby amended in its entirety to read as follows:

8.4.5 Payment of Assessments by Declarant. Notwithstanding any other provision of this Declaration to the contrary, but subject to Declarant's obligations to fund budget shortfalls of the Association in accordance with Section 8.14: (a) Declarant shall not be obligated to pay Assessments on any Lots within a Tract (as defined below) so long as

Declarant is the Owner of all Lots within such Tract; and, (b) from and after the date of the first conveyance to a retail purchaser of a Lot within a Tract, Declarant shall be obligated to pay Assessments on all Lots owned by Declarant within such Tract, in an amount for each such Lot equal to twenty-five percent (25%) of the full Assessments otherwise payable pursuant to this Declaration with respect to a Lot. For purposes of this Section, the term "Tract" shall mean any parcel of land separately described in a Tract Declaration, Recorded declaration of annexation or other Recorded instrument subjecting such parcel of land to this Declaration.

3. Everything in Section 11.2 of the Declaration following the second sentence of such Section is hereby deleted and replaced with the following:

In addition to and notwithstanding the foregoing, so long as the Class B membership exists, no amendment to this Declaration shall be effective unless approved in writing, prior to the recordation of such amendment, by either the Veterans Administration or the Federal Housing Administration.

4. There being no holders of First Mortgages who qualify under the Declaration as "Eligible Mortgage Holders," no consent of any "Eligible Mortgage Holders" to the amendments set forth herein is required for such amendments to be effective.

5. The amendments set forth herein shall be deemed effective immediately upon the recordation hereof in the Official Records of Maricopa County, Arizona.

6. The Declaration shall not be deemed amended, superseded or otherwise affected hereby except as and to the extent expressly set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

UDC HOMES, INC., a Delaware corporation

By *Roger A. Nelson*
Its *SE VICE PRESIDENT*

DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership

By: DMB GP, INC., an Arizona corporation, its General Partner

By *J. Chouett*
Its *J. V. P.*

UNITED TITLE AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee of its Trust 1548, and not personally

By *Patricia Bauer*
Its Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On the 14 day of April, 1994, before me, the undersigned officer, personally appeared Robert A. Nelson who acknowledged himself to be the Vice President of UDC HOMES, INC., a Delaware corporation, and that he, in such capacity and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

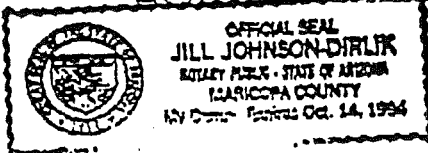
Laureen J. Henry
Notary Public

My commission expires:
My Commission Expires July 19, 1997

STATE OF ARIZONA)
) ss.
County of Maricopa)

On the 5th day of May, 1994, before me, the undersigned officer, personally appeared James W. Thurston who acknowledged himself to be the Vice President of DMB GP, INC., an Arizona corporation which is general partner of DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, and that he, in such capacity and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of entities by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jill Johnson-Dielik
Notary Public

My commission expires:
Oct 14, 1994

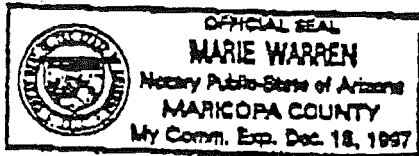
STATE OF ARIZONA)
) ss.
County of Maricopa)

On the 26th day of May, 1994, before me, the undersigned officer, personally appeared Patricia Bauer, who acknowledged himself/herself to be the Trust Officer of UNITED TITLE AGENCY OF ARIZONA, INC., an Arizona corporation, and that he/she, in such capacity and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself/herself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marie Warren
Notary Public

My commission expires:



LENDER CONSENT

The undersigned is the current holder of the beneficiary's interest under: (a) that certain Deed of Trust dated November 1, 1988, executed by UDC-Foothills Limited Partnership, an Arizona limited partnership, as trustor, in favor of First American Title Insurance Company of Arizona, an Arizona corporation, as trustee, and Lincoln Savings and Loan Association, a California state-chartered savings and loan association, as beneficiary, and recorded November 2, 1988 at Recorder's No. 88-540515, records of Maricopa County, Arizona; and (b) that certain Deed of Trust executed by UDC-Universal Development L.P., a Delaware limited partnership doing business in the State of Arizona as UDC Homes Limited Partnership, as trustor, in favor of First American Title Insurance Company, a California corporation, as trustee, and Resolution Trust Corporation, as Receiver for Lincoln Savings and Loan Association, F.A., as beneficiary, and recorded May 29, 1992, at Recorder's No. 92-0290624, records of Maricopa County, Arizona (collectively, the "Deeds of Trust"). The undersigned, as owner and holder of the beneficiary's interests under the Deeds of Trust, hereby consents to the execution and recordation of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Foothills Club West.

TRANSOCCIDENTAL PROPERTY FUND
L.L.C., an Arizona limited liability company

By: Transoccidental Enterprises, a
Nevada corporation, its Managing
Member

By J. Jahn Najati
Its President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 04th day of May, 1994, before me, the undersigned officer, personally appeared J. Jahn Najati, who acknowledged himself to be President of Transoccidental Enterprises, a Nevada corporation, the Managing Member of Transoccidental Property Fund L.L.C., an Arizona limited liability company, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such entities by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie Rankin
Notary Public

My commission expires:
June 30, 1996



CONSENT AND APPROVAL OF VETERANS ADMINISTRATION

The Veterans Administration, by and through its undersigned representative, hereby consents to and approves the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Foothills Club West, as required pursuant to Section 11.2 of such Declaration.

VETERANS ADMINISTRATION

By Bill G. Marler
Its Sup. of Veterans Affairs
Staff Appraiser.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Consent and Approval of Veterans Administration was acknowledged before me this 3 day of June, 1994, by Bill G. Marler, a(n) Staff Appraiser with the Veterans Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

James L. Meek
Notary Public

My commission expires:

