

When recorded mail to:
Whitewing Development LLC
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SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
FOR WHITEWING AT WIEHL ESTATES
TO AFFECT ONLY LOTS 38 THROUGH 45 OF THE RE-PLAT OF
WHITEWING AT WIEHL ESTATES

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Whitewing at Wiehl Estates (this "Second Amendment") is made as of the 16th day of Sept., 1998, by Whitewing Development, LLC, an Arizona limited liability company, hereinafter referred to as the "Declarant."

A declaration of Covenants, Conditions and Restrictions for Whitewing at Wiehl Estates was recorded at Document No. 98-0404936, and re-recorded in document No. 98-0606593, records of Maricopa County, Arizona, more particularly described in Exhibit "A" attached hereto, as to the real property located in Maricopa County, Arizona, legally described therein (the "Declaration.")

NOW, THEREFORE, the Declaration is amended as to the property described in Exhibit "B" attached hereto, by this Second Amendment as Follows:

1. Article 4 of the Declaration is amended to read as follows:

4.1.2 maintenance, repair and replacement of landscaping and flora in or upon public rights-of-way immediately adjacent to the exterior boundaries of the Property, and of any perimeter or boundary walls on or surrounding the exterior boundaries of the Property, (but not any fences constructed, erected or owned by one or more Owners or Occupants for containment of horses);

2. Article 8 of the Declaration is amended by the addition of 8.2.8 and 8.3.1 to read as follows:

8.2.8 Notwithstanding anything aforementioned in this Article 8, SRP shall have superior jurisdiction over the Architectural Committee with regard to any improvements located within the SRP power easement.

and

8.3.1 Any and all improvements which are proposed within the SRP power easement portion of Lots 38 through 45 shall receive written approval from

the SRP Land Department prior to plan submittal to the Architectural Committee. Said SRP approval shall be submitted to the Architectural Committee along with the plan submittal.

And an amendment of 8.6 to read as follows:

8.6 Other Approvals; Liability. No approval by the Architectural Committee of any proposed construction, installation, modification, addition or alteration shall be deemed to replace or be substituted for any building permit or similar approval required by any applicable governmental authority or the SRP written approval required by Article 9.28, nor shall any such approval be deemed to make the Architectural Committee (or the Board or the Association) liable or responsible for any damage or injury resulting or arising from any such construction, modification, addition or alteration. Declarant, the Association, the Board or the Architectural Committee (or any member thereof) shall not be liable to the Association, any Owner or any other party for any damage, loss or prejudice suffered or claimed on account of:

(Sections 8.61, 8.62 and 8.63 remain unchanged.)

3. Article 9 of the Declaration is amended to read as follows:

9.2 Equestrian Lot. The Owners and Occupants of all the Lots shall have the right to the use and enjoyment of the Public Bridle Path and the Pedestrian Pathway, subject to any restrictions or limitations contained in the Declaration or in the Association Rules; however, ^{Unofficial Document}er or Occupant of an Equestrian Lot will be allowed to (i) keep horses on his, her, or its Equestrian Lot, and (ii) erect a fence, barn, stable or similar structure for the containment of such horses on his, her, or its Equestrian Lot. Any such fence, barn, stable or similar structure shall be constructed in accordance with the guidelines set forth in this Declaration, shall be contained entirely within the building envelope that is outside of the SRP easement, and shall not impede the pedestrian and equestrian trail located on the rear of each Equestrian Lot and shall not infringe on the SRP easement. No more than two (2) horses neither of which will be a Stallion will be allowed on each Equestrian Lot, and such horses must be owned by the Owner or Occupant of that Equestrian Lot. No horse shall be kept on any Equestrian Lot until a fence designed for the containment of the horse and approved by the Architectural Committee shall have been erected. The Owner or Occupant of any Lot (whether or not an Equestrian Lot) shall have the right to keep, place or maintain no larger than a two (2) horse trailer on his her or its Lot in an enclosed structure approved by the Architectural Committee, subject to such reasonable rules and regulations as may be adopted from time to time by the Architectural Committee (including, but not limited to, rules and regulations as to size and location of such trailers.)

and

Article 9 of the Declaration is amended with the following addition to read as follows:

9.15.3 No fence shall interfere with the SRP easement discussed in Article 9.28 unless approved by the SRP Land Department as outlined in Article 8.3.1.

and

Article 9 of the Declaration is amended with the following addition to read as follows:

9.20 (f) On Lots 38 through 45, the storage building shall be located entirely outside of the SRP easement

and

Article 9 of the Declaration is amended with the following addition to read as follows:

9.28 SRP Easement. SRP currently has and will continue to maintain a right of way easement over the northern 210 feet of the Property. SRP maintains the right upon, over, under and across the easement to erect, construct, reconstruct, replace, repair, maintain and use for itself and others, a line or lines of poles or steel towers and wires or cables suspended thereon and supported thereby, and underground conduit cables, vaults and manholes for the transmission and distribution of electricity, and for all other purposes connected therewith, and for telephone, signal and communication purposes, including guys, anchorage crossarms, braces and all ^{CU}unofficial Document and fixtures for use in connection therewith, at such locations and elevations, upon, along, over and under the easement SRP may now or hereafter deem convenient or necessary from time to time, together with the right of ingress thereto and egress therefrom, to and along said right of way easement. No Owner or Occupant shall erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well or store any vehicles, store materials of any kind or alter ground level by cut or fill within the limits of said right of way without the express written consent of SRP. It should be understood that SRP does not intend to approve any horse corrals or additional fencing other than lot-line fencing, nor any buildings, sheds, shades or other structures within the SRP easement.

Except as expressly amended by this Second Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Second Amendment and the Declaration, this Second Amendment shall prevail.

OWNER:

SECURITY TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. TR5887, ONLY

SIGNATURE BLOCK:

SECURITY TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. TR5887, ONLY AND NOT IN IT'S CORPORATE CAPACITY OR INDIVIDUALLY

EXHIBIT "A"

Lots 1 through 62, inclusive, and Tracts A through K, inclusive, WHITEWING AT WIEHL ESTATES, according to the plat recorded in Book 469 of Maps, page 41, records of Maricopa County, Arizona.

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EXHIBIT "B"

Lots 38 through 45, inclusive, AND Tract I, THE RE-PLAT OF LOTS 38 THROUGH 46 AND TRACT I OF WHITEWING AT WIEHL ESTATES, according to the plat recorded in Book 483 of Maps, page 42, records of Maricopa County, Arizona.

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