

AMENDED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE GREENWAYS UNIT 1

THIS DECLARATION, made on the date hereinafter set forth, by PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 11,424, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Cochise, State of Arizona, which is more particularly described as:

Lots 1 thru 21, and Lots A thru H, of THE GREENWAYS UNIT 1, according to the plat of record in the office of the County Recorder of Cochise County, Arizona, in Book 11 of Maps and Plats at page 42, thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to The Greenways Unit 1 Homeowners Association, Inc., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is shown in the map recorded in the Office of the Cochise County Recorder, reference which is made to herein. "Common Area" being defined as Lots A through H of THE GREENWAYS UNIT 1.

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SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and the Lots of the Common Area.

SECTION 6. "Declarant" shall mean and refer to PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 11,424, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening if either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot be acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

STATE OF ARIZONA
COUNTY OF COCHISE
WITNESS MY HAND AND
CHRISTINE RHODES, COUNTY CLERK



HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS FILED AND RECORDED
REQUEST OF: *Pioneer Trust*

700 Bld 26202
Sumner, Ariz (85712)

DEPUTY CLERK

DEC 21 81 12 00 PM

INDEXED	FILED	RECORDED
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1557 PAGE 281
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SECTION 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be FOUR HUNDRED (\$400.00) DOLLARS per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present,

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual Assessments:
Due Dates. The first annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area except Lots A through H. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
GENERAL PROVISIONS

SECTION 1. Enforcement: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effort.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

SECTION 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

SECTION 5. No Lot, excepting Lots A through H, shall be used for any purposes other than those described below:

(a) All Lots in The Greenways Unit I shall be used only for the location and occupation of one single-family residential dwelling.

SECTION 6. No structure shall be erected, altered, placed or permitted to remain on any said Lots or portions of Lots which is meant for other than use as a family dwelling or dwellings, and shall not exceed two (2) stories in height. This paragraph is meant to authorize the use of "row housing", defined in the Building Industry as permitted under applicable rules and regulations as contained in the Zoning Ordinances of the County of Cochise, and the laws of the State of Arizona. A "row house" is sometimes referred to as a "townhouse" or "house" herein. This section is not applicable to Lots A, through H.

SECTION 7. No garage or other building whatever shall be erected on any of said single family residential Lot until a dwelling shall have been

erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erecting or after the erection of such dwelling, no garage or other out-building shall be used for residential purposes.

SECTION 8. No dwelling house having a ground floor area of less than 1,000 square feet of liveable space shall be erected, permitted or maintained on any of said lots or portion thereof.

SECTION 9. The rights and duties of the owners of Lots in this subdivision with respect to party walls shall be governed by the following:

(a) Each wall, including patio walls, which is constructed as part of the original construction of the townhouse multi-family structure, any part of which is placed on the dividing line between separate townhouse units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) The laws of the State of Arizona, to the extent they are consistent with the provisions of this Article, regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(c) The owners of the contiguous units shall each have the equal right to use of such party walls provided that such use by one owner does not interfere with the use and enjoyment of the other owners unit.

(d) Notwithstanding any other provisions of this Section, an owner who, by his negligent or wilful act, causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any owner to contribution from any

other owner under this Section shall be appurtenant to the Land and shall pass to such owner's successors in title.

(f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his townhouse in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.

(g) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen, or if the arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then selection of the third arbitrator shall be by any Judge of the Superior Court of Cochise County, Arizona. A determination of the matter signed by any two of the three arbitrators shall decide any issue. Within ten (10) days after personal receipt of a request in writing for arbitration from a party, the receiving party shall appoint an arbitrator and if he fails to do so, then the Board of Directors of the Association shall have the right and power to choose such arbitrator.

(h) These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

SECTION 10. No Lot shall have a building located on it, the front walls of which are closer than twenty (20) feet from the front property line. For purposes of this paragraph, caves, steps, pergolas, open porches, rakes and fascias shall not be considered as part of a front wall. No fence or hedge exceeding three feet shall be erected or permitted between the front street and the front setback line.

SECTION 11. No fence, wall or hedge higher than three (3) feet shall be constructed across the rear property line of any Lot that abuts the golf course. Fences, walls or hedges constructed within the area of the minimum front or side street setback lines shall not exceed three (3) feet in height; or fences, walls or hedges constructed on any side lot line shall not exceed six (6) feet in height.

SECTION 12. Portions of the lots may be dedicated or conveyed for customary use, restrictions and public utility easements.

SECTION 13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and are not excessive in number.

SECTION 14. No store, office or other place of business of any kind, and no hospital, nursery, or nursery school, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place of entertainment, except for the recreational Common Area, shall ever be erected or permitted on any of said Lots or any part thereof, and no business of any kind or character shall be conducted in or from any residence on said Lots. No Lot or residence thereon may be used as a church.

SECTION 15. No act or work shall be done or permitted on any of said Lots, which would impair the structural soundness or integrity of any other dwelling unit, or impair an easement.

SECTION 16. Nothing in these restrictions shall prevent the reasonable use of Lots in The Greenways Unit 1 for a construction yard and/or model home purposes and/or mill purposes for the building of homes in the subdivision (provided, however, that such use shall not extend beyond completion of construction on all Lots).

SECTION 17. No structures of a temporary character (except a temporary construction shed and/or sales office, acceptable to the Declarant,

used for the original construction and sale of the project) shall be permitted on the project, and no trailers, tents, shacks or barns shall be permitted on the project either temporarily or permanently.

SECTION 18. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot or street. No garbage or refuse of any type shall be stored or stockpiled on any Lot in this subdivision. Any automobile repairs must be done within the confines of the garage.

SECTION 19. All trash or other refuse material shall be kept in an enclosed sanitary container or bin of sufficient capacity and located on the rear one-fourth (1/4) of any such Lot. No trash, garbage or other similar refuse material shall be dumped in any of the streets or easements in this subdivision.

SECTION 20. No recreational vehicle shall be kept or parked for more than forty-eight (48) hours at any one time unless fully screened from view, and shall not be kept or parked regularly outside of the garage area. For purposes herein, "recreational vehicle" is defined as, but not necessarily limited to: campers, boats, trailers, mobile homes, motorcycles, motorhomes, mini-motor homes, snowmobiles, vacation vehicles, dune buggies, trail bikes and any other mode of transportation used primarily for recreation, pleasure and avocation.

SECTION 21. Antennas and antenna towers, free standing or otherwise, are prohibited unless located inside a home. No metal or pre-fab sheds or buildings of any type shall be permitted on the property.

SECTION 22. No advertising signs (except for more than on five (5) feet square "For Rent" or "For Sale" sign per residence), billboards or unsightly objects shall be erected, placed or permitted to remain on the property after the completion of construction on all Lots.

SECTION 23. Any owner may construct additions of slabs or landscaping in the rear yard of each unit.

SECTION 24. Deeds of conveyance of said property, or any part thereof may contain the above restrictive covenants by reference of this

document, but whether or not such reference is made in such deeds or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violators of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a lien for assessments or a violation of these restrictive covenants shall be subordinate to any deed of trust or any mortgage now of record or which hereafter may be placed of record upon any of said Lots or any part thereof. The owners of any Lot in The Greenways Unit 1 shall have the right to bring appropriate action for the enforcement of these restrictions.

SECTION 25. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 26. Notwithstanding anything herein to the contrary, a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record upon said Lots or any part thereof.

SECTION 27, Easements. Each townhouse and the Common Area shall be subject to an easement for encroachments created by construction, settlings and overhangs, as designated or constructed by the original builder. A valid easement for the maintenance of the same, so long as they stand, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of townhouses agree that encroachments not to exceed one (1) foot of parts of the adjacent townhouse units or common elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

SECTION 28. There is hereby created a blanket easement upon, across, over and under all of the Common Areas for the use and enjoyment of all persons owning Lots in The Greenways Unit 1, their guests, invitees or licensees, subject to reasonable regulation by the Association so long as such regulator does not discriminate against such persons, and for ingress,

gress, installation, replacing, and maintaining all utilities, including but not limited to water, sewer, gas, telephone and electricity.

SECTION 29. A drainage easement is hereby created upon, across, over and under each Lot for the benefit of all other Lots.

SECTION 30. No room or rooms in any residence on said Lots may be rented or leased; nothing in this paragraph shall be construed as preventing the renting or leasing of an entire Lot, together with its improvements. However, no Lot may be rented for a hotel or transient purpose, which shall be construed to mean rental for a period of less than six (6) months.

SECTION 31. So long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 18th day of December, 1981.

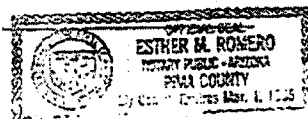
PIONEER TRUST COMPANY OF ARIZONA
an Arizona Corporation, as Trustee
under Trust No. 11,424

By: Brian W. Barkyoum
Trust Officer

STATE OF ARIZONA)
) ss.
County of Pima)

This Instrument was acknowledged before me by BRIAN W. BARKYOUNG as Trust Officer of Pioneer Trust Company of Arizona, an Arizona Corporation, for the purposes therein contained.

My Commission Expires:



Esther M. Romero
Notary Public

OCT 30 1989 1 PM 2

891021922

GREENWAYS HOMEOWNERS ASSOC
2729 LOPEZ LINK
SIERRA VISTA, AZ. 85635

APPROVED CHANGE TO ARTICLE V
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF

THE GREENWAYS HOMEOWNERS ASSOCIATION

At the Greenways Homeowners Association meeting conducted on 25 February 1988, a change to Article V, Architectural Control, Declaration of Covenants, Conditions and Restrictions was approved by ninety percent (90%) of the registered property owners. Approval was secured by either a signed approval or no response. No response was accepted as an In Favor of Vote as indicated in the proposed change when it was distributed in November of 1987.

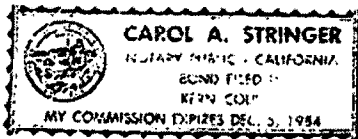
The change is effective as of 25 February 1988 and is changed to read as follows:

NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED, OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN BE MADE UNTIL PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OR AN

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On this 17th day of AUGUST, 1981, before me, the undersigned, a Notary Public in and for the State of California, personally appeared CHARLES H. TOLINE and DAVID M. HERSTAN, known to me to be the Vice President and Assistant Secretary, respectively, of TENNECO REALTY DEVELOPMENT CORPORATION, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

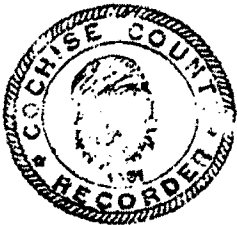
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carol A. Stringer
Notary Public in and for the State
of California



Pioneer National Title Insurance Co.
\$3.00
AUG 24 '81 - 2 05 PM
1532 23 17633
25



Pioneer National Title Insurance Co.
\$3.00
SEP 25 '81 - 3 00 PM
1539 27 19908
29

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Legal Description
Amended Tract B

That portion of Section 13, Township 22 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

Beginning at the northwest corner of Lot 17, Tract 111, filed in Map Book 11 on pages 18, 18A & 18B, Cochise County Records, being a point on the southerly line of St. Andrews Drive, as shown on said Tract 111 and also on the Tract Map of Pueblo del Sol Country Club Unit 1, filed in Map Book 10 at page 132, Cochise County Records; thence N.00°58'40"W. a distance of 80.00 feet to the northerly right-of-way line of said St. Andrews Drive and the TRUE POINT OF BEGINNING:

Thence continuing N.00°58'40"W. a distance of 11.00 feet;

Thence N.53°41'20"E. a distance of 28.00 feet;

Thence N.31°18'40"W. a distance of 343.78 feet;

Thence N.52°31'20"E. a distance of 191.65 feet;

Thence S.64°28'40"E. a distance of 362.15 feet;

Thence S.06°24'55"W. a distance of 300.73 feet to a point on the northerly right-of-way line of St. Andrews Drive;

Thence S.39°01'20"W. along said right-of-way line a distance of 370.00 feet to the TRUE POINT OF BEGINNING.

Said portion contains 3.5852 acres.

EXHIBIT A

OCT 30 1989 1 PM 2
5.00

891021922

GREENWAYS HOMEOWNERS ASSOC
2729 LOPEZ LINK
SIERRA VISTA, AZ. 85635

APPROVED CHANGE TO ARTICLE V
COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

THE GREENWAYS HOMEOWNERS ASSOCIATION

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The change is effective as of 25 February 1988 and is changed to read as follows:

NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED, OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN BE MADE UNTIL PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OR AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD. THE BOARD OR IT'S DESIGNATED COMMITTEE WILL CHECK THE PLANS AND SPECIFICATIONS TO ENSURE HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY. AT A MINIMUM THE BOARD OR IT'S DESIGNATED COMMITTEE WILL NOTIFY AND ASK FOR COMMENTS FROM THE TWO (2) ADJACENT PROPERTY OWNERS AFFECTED BY THE PROPOSED ALTERATION, CHANGE, OR ADDITION. THE BOARD SHALL CALL FOR A GENERAL MEETING OF THE ASSOCIATION MEMBERS TO VOTE UPON THE PROPOSED ALTERATION, CHANGE, OR ADDITION WITHIN THIRTY (30) DAYS OF SAID PLANS AND SPECIFICATIONS BEING SUBMITTED. APPROVAL OF SAID PLANS AND SPECIFICATIONS REQUIRE A TWO THIRDS (2/3) MAJORITY VOTE. IN THE EVENT THE BOARD FAILS TO CALL FOR A MEMBERSHIP VOTE WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

All property owners should insert the change into their copy of the Declarations of Covenants, Conditions, and Restrictions.

A copy of this change will be filed with the County of Cochise, State of Arizona.

IN WITNESS WHEREOF, THE UNDERSIGNED BEING DULY ELECTED OFFICERS OF THE GREENWAYS HOMEOWNERS ASSOCIATION HEREIN HAVE

891021922

Mail to:

The Ambac Company
4032 La Jolla Way
Sierra Vista, AZ 85635

RE-RECORDING TO CORRECT THE NAME OF
THE GRANTEEES

WITNESS MY HAND

WARRANTY DEED

*DEVELOPERS/BUILDERS

TENNECO REALTY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called "Grantor", hereby GRANTS to THE AMBAC COMPANY, a Partnership, hereinafter called "Grantee", all that certain real property situated in Cochise County, Arizona, described in Exhibit A attached hereto and hereby made a part hereof and called the "premises".

EXCEPTING AND EXCLUDING THEREFROM all oil, gas and other minerals contained within the property hereinabove described, together with other rights, as excepted and reserved of record by Grantor's predecessors.

ALSO EXCEPTING THEREFROM all water and or water rights appurtenant thereto.

SUBJECT to the lien for taxes and to all existing easements and rights of way for public roads and highways, pipelines, telephone and electric power lines and other purposes, if any.

As a material part of the consideration for this Warranty Deed, Grantee, by its acceptance hereof, agrees that:

1. Said real property shall be developed and used for townhouse type multi-family residential purposes only, and for no other purpose or purposes, and any such residential uses shall not exceed the density of twenty-one (21) dwelling units which restriction shall be a condition and covenant running with, burdening and benefiting said real property and every part thereof for a period of twenty-five (25) years from and after the date of recordation hereof; and should Grantee or its successors or assigns violate or attempt to violate this restriction, Grantor, or its successors or assigns, shall have the right to repurchase the premises, or that portion thereof which shall have been subjected to such violation or attempted violation of said restriction, in the manner, for the consideration and upon the terms and conditions set forth in that certain unrecorded Option to Purchase between Grantee and Grantor dated concurrently herewith.

2. No building, structure, landscaping or signs, shall ever be constructed, erected, altered placed or maintained upon said real property until the plans and specifications therefor have been approved, in writing, by the Architectural Control Committee, which shall be composed of:

Melvin Jans, 201 New Stine Road, Bakersfield, California
Charles H. Tolfree, 201 New Stine Road, Bakersfield, California
John S. Blair, 2700 Fry Boulevard, Sierra Vista, Arizona

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have all authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this condition; provided, however, that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 17th day of August, 1981.



TENNECO REALTY DEVELOPMENT CORPORATION

By [Signature] Vice President

and by [Signature] Assistant Secretary

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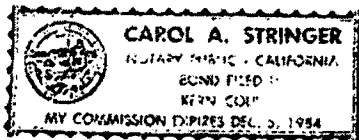
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STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On this 17th day of August, 1981, before me, the undersigned, a Notary Public in and for the State of California, personally appeared CHARLES H. TOLPREE and DAVID H. HERSTAN, known to me to be the Vice President and Assistant Secretary, respectively, of TENNECO REALTY DEVELOPMENT CORPORATION, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

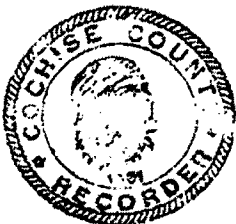
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carol A. Stringer
Notary Public in and for the State
of California



Pioneer National Title Insurance Co.
\$3.00
AUG 24 '81 - 2 05 PM
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25



Pioneer National Title Insurance Co.
\$3.00
SEP 25 '81 - 3 00 PM
1539 27 19908
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