

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2001-0269623 04/04/2001 10:19

CINDY 4 OF 4

2001-0269623

WHEN RECORDED, RETURN TO:

C. Timothy White, Esq.
Tiffany & Bosco, P.A.
Fifth Floor Viad Tower
1850 N. Central Avenue
Phoenix, Arizona 85004

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
PASEO CROSSING
Chandler, Arizona**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Paseo Crossing (this "Amendment") is entered into this 29th day of March, 2001, by Meritage Paseo Construction, LLC, an Arizona limited liability company ("Meritage"), Cresleigh Homes Arizona, Inc., an Arizona corporation ("Cresleigh") and Paseo Crossing Community Association, an Arizona non-profit corporation ("Association"), with reference to the following:

- A. Meritage and Cresleigh are Owners of all of the Lots described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Paseo Crossing recorded on January 17, 2001, as Document No. 2001-0034324 in the Official Records of Maricopa County, Arizona (the "Declaration").
- B. The Association is the owner of all Common Areas within the Project.
- C. Pursuant to Section 14.01 of the Declaration, Meritage, Cresleigh and Association, desire to amend the Declaration.

NOW, THEREFORE, Meritage, Cresleigh and Association hereby amend the Declaration as follows:

- 1. **Common Areas.** Section 1.11 of the Declaration is hereby deleted and replaced with the following new Section 1.11:

Section 1.11 - "Common Areas". Common Areas shall mean those portions of the Project, together with the Improvements thereon, which the Association may, from time to time, own in fee or in which it may have an easement interest, for as long as the Association holds fee title or an easement interest. The Phase 1 Plat created Tracts A through H, J, K, P, Q, R, S, T, U, V, X and Y and portions of Tract Z, and the Phase 2 Plat

created Tracts L, M, N, Y, Z, AA, BB, CC and DD, all of which together shall constitute Common Areas.

2. **Phase 2 Plat.** The Phase 2 Plat shall mean the subdivision plat of Paseo Crossing, Phase 2 as recorded in Book 558 of Maps, Page 26 of the Official Records of Maricopa County, Arizona, as may be hereafter amended or supplemented.

3. **Phase 2 Property.** Section 1.30 of the Declaration is hereby deleted and replaced with the following new Section 1.30:

Section 1.30 - "Phase 2 Property". Phase 2 Property shall mean Lots 222 through 298 and Common Area Tracts L, M, N, Y, Z, AA, BB, CC and DD as shown in the Phase 2 Plat.

4. **Full Force and Effect.** As amended hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

MERITAGE PASEO CONSTRUCTION, LLC, an Arizona limited liability company

By: MONTEREY HOMES CONSTRUCTION, INC., an Arizona corporation, its sole member

By [Signature]
Its [Signature]

CRESLEIGH HOMES ARIZONA, INC., an Arizona corporation

By [Signature]
Its VICE PRESIDENT

PASEO CROSSING COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By [Signature]
Its PRESIDENT

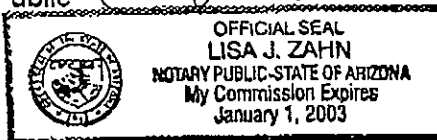
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STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 2nd day of March, 2001, before me personally appeared Harry Seay, the Vice President of Monterey Homes Construction, Inc., an Arizona corporation which is the sole Member of **Meritage Paseo Construction, LLC**, an Arizona limited liability company, known to me to be the person whose name is subscribed to the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he executed the same for the purposes contained therein.

Lisa J. Zahn
Notary Public Lisa J. Sawatzke

My Commission Expires:
1-1-03

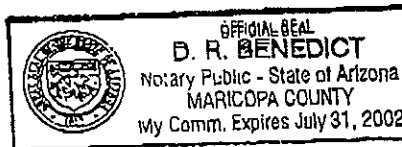


STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of March, 2001, before me personally appeared WADE J. KEMPTON, the VICE PRESIDENT of Cresleigh Homes Arizona, Inc., an Arizona corporation, known to me to be the person whose name is subscribed to the foregoing Covenants, Conditions and Restrictions, and being authorized to do so, acknowledged that he executed the same for the purposes contained therein.

D.R. Benedict
Notary Public

My Commission Expires:
7-31-02

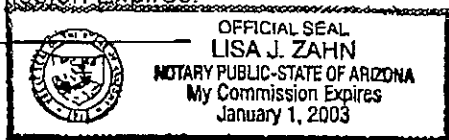


STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of March, 2001, before me personally appeared J.P. Moroney, the President of Paseo Crossing Community Association, an Arizona non-profit corporation, known to me to be the person whose name is subscribed to the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he/she executed the same for the purposes contained therein.

Lisa J. Zahn
Notary Public Lisa J. Sawatzke

My Commission Expires:



RATIFICATION BY LIENHOLDER

The foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Paseo Crossing is hereby ratified and approved by **Bank United**, the beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated November 17, 2000, and recorded on November 17, 2000 as Document No. 2000-0884706 in the Official Records of Maricopa County, Arizona.

DATED this 13th day of March, 2001.

BANK UNITED

By [Signature]
Its ASSISTANT VICE PRESIDENT

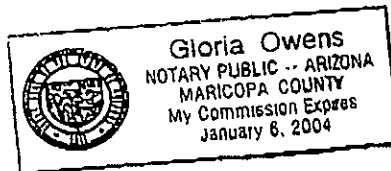
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of March, 2001, before me personally appeared JOSEPH HARDY, the ASST. V. PRESIDENT of **Bank United**, known to me to be the person whose name is subscribed to the foregoing Ratification by Lienholder of the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Paseo Crossing, and being authorized to do so, acknowledged that he/she executed the same for the purposes contained therein.

[Signature: Gloria Owens]
Notary Public

My Commission Expires:

JAN 6, 2004



20010313 10:09:07

RATIFICATION BY LIENHOLDER

The foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Paseo Crossing is hereby ratified and approved by Wells Fargo Bank Arizona, National Association, a national banking association, in its capacity as agent for Wells Fargo Bank Arizona, National Association, and California Bank & Trust, a California banking corporation, collectively, the Beneficiary under that certain Deed of Trust dated February 8, 2000, and recorded on February 25, 2000, as Document No. 2000-0140216 in the Official Records of Maricopa County, Arizona.

DATED this 16th day of March, 2001.

**WELLS FARGO BANK ARIZONA, NATIONAL ASSOCIATION,
AS AGENT FOR WELLS FARGO BANK ARIZONA, NATIONAL
ASSOCIATION, AND CALIFORNIA BANK & TRUST,
A CALIFORNIA BANKING CORPORATION**

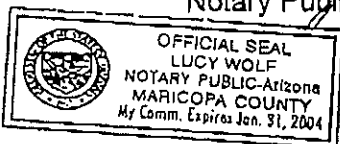
By *Kevin Kusan*
Its *VP*

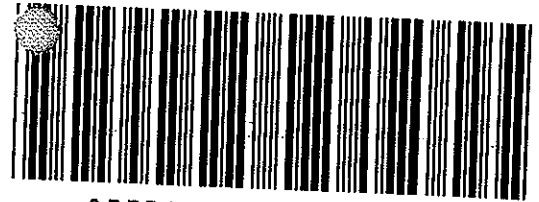
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16th day of March, 2001, before me personally appeared KEVIN KUSAN, the VICE PRESIDENT of Wells Fargo Bank Arizona, National Association, a national banking association, in its capacity as agent for Wells Fargo Bank, National Association, and California Bank & Trust, a California banking corporation, known to me to be the person whose name is subscribed to the foregoing Ratification by Lienholder of the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, and being authorized to do so, acknowledged that he/she executed the same for the purposes contained therein.

Lucy Wolf
Notary Public

My Commission Expires:
1-31-04





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2001-0034323 01/17/2001 12:03

RAQUEL 1 OF 3

WHEN RECORDED, RETURN TO:

C. Timothy White, Esq.
Tiffany & Bosco, P.A.
Fifth Floor Viad Tower
1850 N. Central Avenue
Phoenix, Arizona 85004-4546

DEED RESTRICTION

Paseo Crossing Community Association, as the sole owner of the real property described on Exhibit "A" to this Deed Restriction which measures 260 feet by 70 feet (the "Restricted Area"), hereby declares the Restricted Area to be subject to the following restrictions:

1. The Restricted Area has been contoured in accordance with a plan approved by the Arizona Department of Environmental Quality ("ADEQ") and such contouring was completed on or about December 1999, and the Restricted Area shall remain as currently contoured.
2. No improvements of any type may be constructed within the Restricted Area except landscaping improvements.
3. No excavation may be conducted within the Restricted Area except as may be necessary in connection with the installation and maintenance of the landscaping improvements within the Restricted Area.
4. The Restricted Area shall be owned by the Paseo Crossing Community Association or another entity or a municipality which shall maintain the area as a common or open area which is subject to the restrictions set forth herein, and in no event shall the Restricted Area be conveyed to any other person or entity.

ADEQ has required that these restrictions remain in place in order to protect public health and the environment. ADEQ shall have access to the Restricted Area at all times to insure these restrictions are being complied with. Information regarding the Restricted Area can be obtained from ADEQ at 3033 N. Central Avenue, Phoenix, Arizona 85012. These restrictions may not be modified, terminated or rescinded in anyway without the prior written approval of ADEQ.

PASEO CROSSING COMMUNITY ASSOCIATION

By J. Patrick Moroney
J. Patrick Moroney,
Its President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12 day of January, 2001, before me personally appeared J. Patrick Moroney, as President of Paseo Crossing Community Association, an Arizona non-profit corporation, who, known to me to be the person whose name is subscribed to the foregoing Deed Restriction, and being authorized to do so, acknowledged that he executed the same on behalf of the limited liability company for the purposes contained therein.

My Commission Expires:
8/6/01

Notary Public *Marie E. Muller*


20080922

EXHIBIT "A"

"PASEO CROSSING, PHASE I" RESTRICTED AREA LEGAL DESCRIPTION

All that portion of Tract A of Paseo Crossing, Phase I, as shown in Book 541 of Maps, Page 12, Maricopa County Records, and lying in the southeast quarter of Section 27, Township 2 South, Range 5 East, Gila and Salt River Base and Meridian, City of Chandler, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 27; Thence North 89°44'49" West, a distance of 55.00 feet to the West right-of-way line of McQueen Road; Thence continuing North 89°44'49" West along the North line of said Tract A, a distance of 1154.69 feet; Thence South 08°41'09" East along the westerly line of said Tract A, a distance of 296.99 feet; Thence South 03°52'30" West along the westerly line of said Tract A, a distance of 43.90 feet to the true POINT OF BEGINNING;

Thence South 86°07'30" East, a distance of 70.00 feet;

Thence South 03°52'30" West, a distance of 260.00 feet;

Thence North 86°07'30" West, a distance of 70.00 feet;

Thence North 03°52'30" East, a distance of 16.13 feet;

Thence continuing, North 03°52'30" East along the westerly line of said Tract A, a distance of 243.87 feet to the POINT OF BEGINNING;

Containing 18,200 square feet, more or less.

