

EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY SUBMITTED TO CONDOMINIUM

11-11-11

CERTIFICATE OF FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
STONE CURVES CONDOMINIUM

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stone Curves Condominium (the "Declaration") was recorded on Aug 7, 2003, in Docket 57 at page 48 *et seq*, office of the Pima County Recorder; and

WHEREAS, Section 13.3.4 of the Declaration provides that the Declarant may amend the Declaration to comply with applicable law and the Condominium Act; and

WHEREAS, the Declarant has approved the following amendments to the Declaration.

NOW, THEREFORE, the Declaration hereby is amended as follows, to comport with requirements of the City of Tucson and other applicable law:

ADD: Section 5.5. Maintenance of Drainage Structures and Detention Basins. The Association shall be solely responsible for operation, maintenance, and liability for drainage structures and detention basins. The Association shall have an Arizona Registered Professional Civil Engineer prepare a certified inspection report for the drainage and detention/retention facilities at least once each year, and these regular inspection reports will be on file at the Association's place of business for review by City staff, upon written request. City staff may periodically inspect the drainage and detention/retention facilities to verify that scheduled and unscheduled maintenance activities are being performed adequately. The Association shall reimburse the City for any and all costs associated with maintaining the drainage and detention/retention facilities, should the City find the Association deficient in its obligation to adequately operate and maintain these facilities.


ADD: At the end of Section 2.6. Allocation of Common Element Interest and Common Expense Liabilities. Until all 48 Units are built and sold by the Declarant, the undivided interest in the Common Elements and in the Common Expenses of the

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Association for each Unit shall be reallocated in the same proportions shown in this Section 2.6, but based on the total square footage of Units that are obligated to pay Assessments.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day, month and year first above written.

STONE CURVES DEVELOPMENTS, L.L.C.
an Arizona limited liability company

By: 
Its: Authorized Member

STATE OF ARIZONA)
 : ss.
County of Pima)

Acknowledged before me this 20th day of June, 2003, by _____
James L. Hamilton, as authorized Member of Stone Curves Developments, L.L.C.,
an Arizona limited liability company.




Notary Public

11210000011

**CERTIFICATE OF SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
STONE CURVES CONDOMINIUM**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stone Curves Condominium (the "Declaration") was recorded on August 7, 2003, in Docket 12109 at page 260 *et seq.*, office of the Pima County Recorder; and

WHEREAS, Section 13.3.4 of the Declaration provides that the Declarant may amend the Declaration during the period of Declarant Control; and

WHEREAS, the following amendments to the Declaration are required by the mortgage lender providing loans to Unit Owners within Stone Curves Condominiums; and

WHEREAS, the following amendments to the Declaration have been approved by the Declarant .

NOW, THEREFORE, the Declaration hereby is amended as follows:

CHANGE: Section 9.1. Automatic Reconstruction. Any portion of the Condominium for which insurance is maintained by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) ~~Fifty-one percent (51%) of the Eligible Mortgage Holders (as defined in Section 11.1,~~ and eighty percent (80%) of the Unit Owners, including every Owner of a Unit or allocated Limited Common Element which will not be rebuilt, vote not to rebuild. (Implied approval of an Eligible Mortgage Holder may be assumed when it fails to submit a response to any written proposal of termination of the Condominium within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested.) The cost of repair or replacement of the damaged or destroyed portion of the Condominium in excess of insurance proceeds and reserves shall be a Common Expense and shall be assessed to the Members as a Special Assessment pursuant to Section 7.3 of this Declaration.

ADD: Section 11.7. Approval of Amendments to Condominium Documents. Amendments to the Condominium Documents that are of a material nature must be approved by eighty percent (80%) of the total allocated votes in the Association and by at least fifty-one percent (51%) of the Eligible Mortgage Holders. (Implied approval of an Eligible Mortgage Holder may be assumed when it fails to submit a response to any written proposal of termination of the Condominium within 30 days after it receives proper

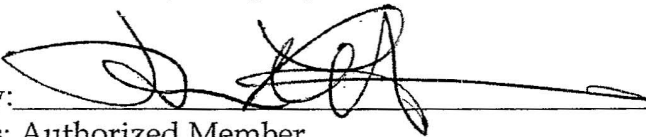
notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested.) A change to any of the provisions governing the following would be considered as material:

- 11.7.1 Voting rights;
- 11.7.2 The Association's ability to raise the previously assessed amounts by more than 25% ~~without the vote of the Members~~; assessment liens or the priority of assessment liens; reductions in reserves for maintenance, repair and replacement of common elements;
- 11.7.3 Responsibility for maintenance and repairs;
- 11.7.4 Reallocation of interests in the general or limited common elements, or rights to their use;
- 11.7.5 Redefinition of any of the Unit boundaries;
- 11.7.6 Convertibility of Units into Common Elements or vice versa;
- 11.7.7 Expansion or contraction of the Parcel, or the addition, annexation or withdrawal of property to or from the Condominium;
- 11.7.8 Hazard or fidelity insurance requirements;
- 11.7.9 Imposition of any restrictions on the leasing of Units;
- 11.7.10 Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- 11.7.11 A decision by the Association to establish self-management if professional management had been required previously by the Condominium Documents or by an Eligible Mortgage Holder.
- 11.7.12 Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Documents; or
- 11.7.13 Any provisions that expressly benefit mortgage holders, insurers or guarantors.

CHANGE: Section 13.2. Termination of Condominium. The Condominium may be terminated only in the manner provided for in the Condominium Act. In addition, at least 51% of the Eligible Mortgage Holders (as defined in Section 11.1) must agree, in writing, to termination of the Condominium. Implied approval of an Eligible Mortgage Holder may be assumed when it fails to submit a response to any written proposal of termination of the Condominium within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested.

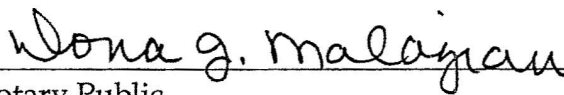
IN WITNESS WHEREOF, Declarant has executed this Declaration on the day, month and year first above written.

STONECURVES DEVELOPMENTS, L.L.C., an Arizona limited liability company

By: 
Its: Authorized Member

STATE OF ARIZONA)
: ss.
County of Pima)

This instrument was acknowledged before this 18th day of August, 2004, by James L. Hamilton, as authorized Member of Stone Curves Developments, L.L.C., an Arizona limited liability company.


Notary Public



Notary Public State of Arizona
Pima County
Dona J. Malazian
Expires October 05, 2007

01-11-2004 10:44:30 AM

**CERTIFICATE OF THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
STONE CURVES CONDOMINIUM**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stone Curves Condominium (the "Declaration") was recorded on August 7, 2003, in Docket 12109 at page 260 *et seq.*, office of the Pima County Recorder; and

WHEREAS, Section 13.3.1 of the Declaration provides that the Declaration may be amended by a vote of the Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated; and

WHEREAS, the following amendment to the Declaration has been approved by the requisite number of Unit Owners.

NOW, THEREFORE, the Declaration hereby is amended as follows:

ADD:

Section 5.5. Use of Licensed Contractors. The Association shall use only licensed, bonded and insured contractors for all improvements to and repair of the Common Elements, unless a license is not required pursuant to Arizona law.¹ In addition, a Unit Owner shall use only licensed, bonded and insured contractors for all improvements to and repair of any Limited Common Elements that he/she is required to maintain under the terms of this Declaration.

CHANGE:

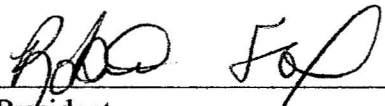
Section 5.3. Repair or Restoration Necessitated by Owner, is deleted in its entirety and replaced with the following:

"Each Unit Owner shall be liable to the Association for any damage to the Common Elements, the Limited Common Elements, or the Improvements, landscaping or equipment thereon, which results from the negligence or willful misconduct of the

Unit Owner, his/her tenant, lessee, family, guest, agent, or invitee. The cost to the Association of any such repair, maintenance or replacement(s) required by such act shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments."

IN WITNESS WHEREOF, the President of STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation, certifies that this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Stone Curves Condominium was approved by Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated.

STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation

By: 
Its: President

ATTEST:



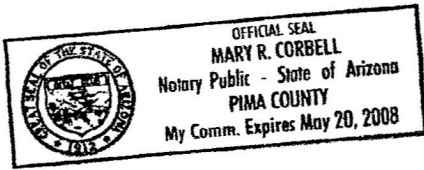
Secretary

STATE OF ARIZONA)

: ss.

County of Pima)

This instrument was acknowledged before this 18 day of June, 2005, by _____, President of STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation.





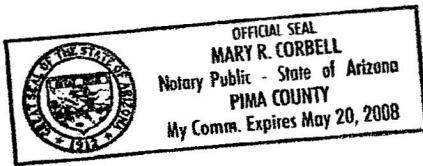
Notary Public

STATE OF ARIZONA)

: ss.

County of Pima)

This instrument was acknowledged before this 18 day of June, 2005, by _____, Secretary of STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation.





Notary Public

**CERTIFICATE OF FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
STONE CURVES CONDOMINIUM**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stone Curves Condominium (the "Declaration") was recorded on August 7, 2003, in Docket 12109 at page 260 *et seq.*, office of the Pima County Recorder; and

WHEREAS, Section 13.3.1 of the Declaration provides that the Declaration may be amended by a vote of the Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated; and

WHEREAS, the following amendment to the Declaration has been approved by the requisite number of Unit Owners.

NOW, THEREFORE, Section 5.2 of the Declaration is deleted in its entirety and replaced with the following:

5.2 Duties of Unit Owners. Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit. In addition, each Unit Owner shall be responsible for: (A) the maintenance and repair of the Limited Common Elements allocated to his Unit pursuant to Subsections 2.8.1.1 and 2.8.1.2, except for failure in plumbing pipes that results from deficiencies in the initial construction or initial installation of said pipes. The Association shall be responsible for rectifying such deficiencies or failure. (B) The exterior doors and door frames and windows allocated to the Unit as Limited Common Elements pursuant to Section 2.8.1.3, and the frames and glass for such windows and the hardware for the exterior doors. (C) The interior of the patio allocated to the Unit by Subsection 2.8.4, as well as any walls enclosing the patios allocated to the exclusive use of the Unit.

IN WITNESS WHEREOF, the President of STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation, certifies that this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stone Curves Condominium was approved by Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated.

STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation

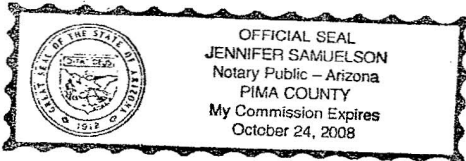
By: Robin Fox
Its: President

ATTEST:

Paula S. Dawson
Secretary

STATE OF ARIZONA)
: ss.
County of Pima)

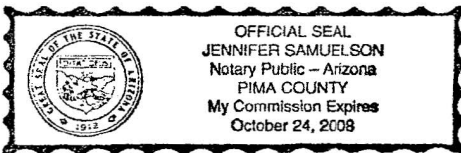
This instrument was acknowledged before this 10th day of Nov, 2005, by Robin Fox, President of STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation.



Jennifer Samuelson
Notary Public

STATE OF ARIZONA)
: ss.
County of Pima)

This instrument was acknowledged before this 10th day of Nov, 2005, by Linda Aaronson, Secretary of STONE CURVES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation.



Jennifer Samuelson
Notary Public