

When Recorded, Return to ✓ RECORDED AT THE
LEEK & GURTNER
P.O. Box 1105
Bullhead City, AZ 86430
BEST OF:

90-5630

AMENDMENT
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SANDPIPER RESIDENTIAL COMMUNITY
Recorded at Book 85, Page 816 Official Records
of LaPaz County, Arizona

This Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community is made on the date hereinafter set forth by SANDPIPER RESORT, a general partnership, referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property situated in the County of LaPaz, State of Arizona, which is more particularly described as Lots 1-14, Lots 37-56 and Lots 70-73 Tracts B and C as shown and described on the plat of the SANDPIPER, recorded in Book 9 of Maps at Pages 57-58 Office of the County Recorder of LaPaz County, Arizona formerly a portion of Yuma County, Arizona (hereinafter referred to as the "Plat");

WHEREAS Declarant wishes to amend the Declaration of Covenants, Conditions and Restrictions for the SANDPIPER RESIDENTIAL COMMUNITY to extend the time in which developer may exercise those rights reserved to the Declarant including but not limited to the right of annexation of additional properties;

NOW, THEREFORE, Declarant is desiring to establish and promote a general plan for the improvement, development, use and enjoyment of the property described above hereby declares that said property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration of Covenants, Conditions and Restrictions for the SANDPIPER RESIDENTIAL COMMUNITY recorded at Book 85, Page 816 Official Records of LaPaz County, Arizona, 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 or acquiring any rights, title or interest in the said property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, provided, however, that Tract A as shown on the Plat specifically shall not be a part of the property, development or premises and specifically shall not be subject to such easements, restrictions, covenants and conditions.

Pursuant to Article XIV. Duration and Amendment. The Declaration of Conditions, Covenants and Restrictions for SANDPIPER RESIDENTIAL COMMUNITY are hereby amended as follows:

Article II. Use Restrictions.

Section 21. Limitation of Restrictions on Declarant.
Declarant is undertaking the work of construction of residential

living Units and incidental improvements upon the Property. The completion of that work and the sale, rental and other disposal of said Units is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and the Property established as a fully occupied residential community as rapidly as possible, nothing in this Article or elsewhere in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on the Property whatever is necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining, on any part of the Property, such structures as may be reasonable or necessary for the conduct of its business of completing said work and establishing the Property as a residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be reasonable or necessary for the sale, lease or disposition thereof, including, but not limited to, such sign or signs as may be required or requested by the institution(s) providing the major financing for the Development.

The foregoing limitations of the application of the restrictions to the Declarant shall terminate upon the happening of either of the following events, whichever occurs first: (a) the Sale of the Declarant's entire interest in the Property, or (b) seven (7) years following conveyance of the First Lot in the Development to an Owner by Declarant following the recording of this amendment to Declaration of Conditions, Covenants and Restrictions. So long as Declarant, its successors and assigns, owns one or more of the Lots, except as hereinabove specifically provided, Declarant, its successors and assigns shall be subject to the provisions of this Declaration. Declarant shall make every effort to avoid disturbing the Owners' use and enjoyment of their Lots while Declarant is completing any work necessary on the Lots and Common Area.

Article XVII. Annexation.

Section 1. Method of Annexation.

Additional land within the area described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Additional Property") may be annexed to the Property by Declarant in one or more phases without the consent of the Owners or Mortgage Holders within seven (7) years of the date

of recordation of this Amendment to Declaration. Declarant shall in no way be obligated to annex the Additional Property but if, when and at such time as the Additional Property, or any portion thereof, is annexed, the Additional Property or said portion of it which is annexed, shall, in addition to and together with the Property which is the subject of this Declaration (hereinafter in this Article referred to as the "Initial Property"), be referred to as the "Development," the "Property" or the "Premises." Any such annexation must be accomplished in accordance with the following provisions:

(a) The annexation shall become effective upon, but not before, the recording, within seven (7) years of the date of recordation of this Amendment to Declaration, in the Office of the County Recorder of La Paz County, Arizona, of a certificate signed and acknowledged by Declarant (or any of its successors in interest to the Additional Property to which Declarant has specifically assigned its rights hereunder by recorded instrument) which (1) describes the Initial Property and the portion of the Additional Property which is to become part of the Development; (2) refers to the Declaration and this Amendment thereto; (3) declares that it is desired and intended that the provisions of this section shall become effective and affect the property described in the certificate; and (4) describes the Common Area being transferred to the Association for the common use and enjoyment of the Owners of the Development.

(b) Subject to recording the certificate in compliance with subsection (a) hereof, this Amendment to Declaration together with the Declaration shall further apply to and affect the Additional Property, or such portion thereof as may be referred to and described in any such certificate, all of the Lots and Common Area located in the property described in any such certificate, and the then and future Owners of such Lots, with the same effect as if the property described in the certificate(s) was originally subjected to the provisions of this Declaration and Amendment thereto and to the same extent and degree as the Declaration shall and does apply to the Initial Property, all of the Lots and Common Area located in the Initial Property, and the then and future Owners of such Lots. Thereupon, the powers and responsibilities of the Association and the Board shall be co-extensive with regard to all property included within the Development, the Association shall, pursuant to the provisions of this Declaration, constitute the homeowners' association for the Development and shall own all of the Common Area in the Development, and the rights and obligations of the Owners of Lots in the Additional Property shall be the same and identical to the rights and obligations of the Owners of the Lots in the Initial Property.

(c) Notwithstanding the rights of Declarant contained in this Article XVII, in the event the Additional Property becomes part of the Development pursuant to the provisions of this Section, the total number of Lots to be permitted on the Additional Property, in its entirety, shall not exceed thirty-five (35) Lots. All improvements intended for future phases shall be substantially completed prior to annexation. In addition, all improvements constructed on property included in the Development shall be consistent in terms of quality of construction with the improvements constructed on the Initial Property.

(d) So long as there is a Class B membership and provided the Federal Housing Administration ("FHA") and/or the Veterans Administration ("VA") have approved the Development for FHA and/or VA loans, any annexation in accordance with the provisions of this Section shall require a determination by the FHA and/or VA that said annexation is in accord with the general plan previously approved by the FHA and/or VA.

Section 2. Rights of Declarant.

Notwithstanding any of the provisions regarding annexation set forth in Section 1 of this Article XVII, Declarant shall have the following rights with regard to the Additional Property:

(a) Declarant may, at its option, at any time hereafter, without requesting or receiving the consent of the Owners of any portion of the Initial Property or of any other property constituting a part of the Development, or of any mortgagees of any Lot located therein, elect to permanently remove the Additional Property, or any portion thereof, from the right of Declarant to include the Additional Property, or such portion thereof, in the Development, by recording a written notice of such removal, signed by Declarant, in the Office of the La Paz County Recorder. Upon such recording, the Additional Property, or such portion thereof as described in the notice, shall no longer be eligible for inclusion in the Development as contemplated under Section 1 of this Article XVII.

(b) Declarant reserves the right at any time and from time to time, without requesting or receiving the consent of the Owners of any portion of the Initial Property or of any other property constituting a part of the Development, or of any mortgagees of any Lot located therein, to resubdivide, amend the subdivision map, modify, alter or otherwise change the legal or other status or configuration of the Additional Property, or any portion thereof, to enter into any written agreement with La Paz County, Arizona, changing the location of any easements previously granted to said County with respect to the Additional Property, and to grant easements to

other third parties in connection with the development and/or improvement of the Additional Property, provided that no Lot on the property which is the subject of such change, modification, amendment or easement has previously been sold by Declarant to an Owner. The power herein granted to Declarant shall be and is a power coupled with an interest and shall be irrevocable; each Owner of a Lot in the Development appoints Declarant as his attorney-in-fact for the purpose of effecting a such change, modification or amendment or of granting such easements.

Section 3. Amendments Regarding Annexation.

Notwithstanding anything to the contrary in the Declaration, the provisions of this Article XVII may not be amended without the prior written consent of Declarant.

SANDPIPER RESORT, a general partnership
AHGC LIMITED PARTNERSHIP, a California limited partnership
By: Alaska Ventures, Inc, a California corporation Its General Partner
BY: Arthur Hale
Its: Arthur Hale, President

MG SANDPIPER, L.P., a California limited partnership
By: M G Contractors, a California corporation Its General partner
BY: Michael Giurbino
Its: Michael Giurbino, President



RECORDED
IN OFFICIAL RECORDS
OF LAPAI COUNTY ARIZONA
Nov 9 2 09 PM '90
LOIS K. HESSE
COUNTY RECORDER

RE 5.00 +
CO. SUR 40 +
ST. SUR +
R+H SASE +
TOTAL FEE 9.00
5 - OF - 5 PAGES

When Recorded, Return To:

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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SANDPIPER RESIDENTIAL COMMUNITY**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community (this "Second Amendment") is made as of this 23rd day of May, 2001, by Sandpiper Resort Development Corporation, an Arizona corporation, formerly known as La Paz County Economic Development Corporation ("the Declarant").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community was recorded on February 22, 1985, in Book 85, Page 816, and re-recorded on August 23, 1985 in Book 85, Page 3828, in the official records of the County Recorder of La Paz County, Arizona (the "Original Declaration"). The Original Declaration was subsequently amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community recorded on November 9, 1990 in Book 90, Page 5630, in the official records of the County Recorder of La Paz County, Arizona (the "First Amendment"). The Original Declaration, as amended by the First Amendment, shall be referred to in this Second Amendment as (the "Declaration").

B. Unless otherwise defined in this Second Amendment, each capitalized term used in this Second Amendment shall have the meaning given to such term in the Declaration.

C. Article XIV of the Declaration provides that the Declaration may be changed, modified or rescinded during the first 20-year period following the recording of the Declaration by an instrument in writing setting forth such change, modification or rescission and bearing the signatures of the Owners of 90% of the Lots if the Class B membership does not exist at the time of the amendment. The Class B membership does not exist as of the date of this Second Amendment.

D. The Declarant is the successor to all rights, privileges and easements of the Declarant under the Declaration. The Declarant is the owner of fee title to more than 90% of the Lots subject to the Declaration.

E. The Declarant desires to amend the Declaration to reinstate the Class B membership, extend the time for the annexation of the Additional Property and make certain other changes and modifications to the Declaration.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Article I, Section 2 of the Declaration is amended in its entirety to read as follows:

Section 2. "Association" shall mean and refer to Sandpiper Resort Owners Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

2. Article I, Section 7 of the Declaration is amended in its entirety to read as follows:

Section 7. "Declarant" means Sandpiper Resort Development Corporation, an Arizona corporation, formerly known as La Paz County Economic Development Corporation, its successors and any person or entity to whom it may expressly assign any or all of its rights as the Declarant under this Declaration by an instrument recorded in the official records of the County Recorder of La Paz County, Arizona.

3. Article II, Section 16 of the Declaration is amended in its entirety to read as follows:

No antenna, satellite or microwave dish or other device for the transmission or reception of television or radio signals or information (e.g., information received over the internet) that is commonly viewed on a video screen (including, without limitation, computer monitors) shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the Board, unless applicable law prohibits the Board from requiring such approval. If applicable law prohibits the Board from requiring prior approval for the installation of certain antennas, any such antennas must still be installed in accordance with such guidelines regarding the location,

color and screening of such antennas as may be adopted from time to time by the Board.

4. The last paragraph of Article II, Section 21 of the Declaration is deleted in its entirety.

5. Subparagraph (b) at the end of Article V, Section 3 of the Declaration is amended in its entirety to read as follows:

(b) December 31, 2006.

6. Article VI, Section 9 of the Declaration is amended in its entirety to read as follows:

Working Capital Fund. As of the conveyance of each Lot by the Declarant, the purchaser of the Lot shall pay to the Association an amount equal to two months of the then current annual assessment for Lots owned by a person or entity other than the Declarant. Such contributions of working capital shall not be considered as an advance payment of regular installments of annual assessments or any other assessments required to be paid under this Declaration. Working capital payments collected by the Association pursuant to this Section may be used for any of the purposes set forth in Article VI, Section 2 of this Declaration.

7. Article XIV of the Declaration is amended in its entirety to read as follows:

This Declaration may be amended at any time by the affirmative vote of Owners of not less than two-thirds of the Lots. So long as the Declarant owns any Lot, any amendment to this Declaration must contain the written approval of the Declarant. Any amendment to this Declaration shall be signed by the President or Vice President of the Association and shall be recorded in the official records of the County Recorder of La Paz County, Arizona, and any such amendment shall certify that the amendment has been approved as required by this Article XIV. Unless a later effective date is provided for in the amendment, any amendment to this Declaration shall be effective upon the recording of the amendment in the official records of the County Recorder of La Paz County, Arizona. As amended from time to time pursuant to this Article XIV, this Declaration shall run with the land and be binding upon each Owner and all of the persons or entities claiming any right, title or interest in or to any portion of the Property in perpetuity.

Notwithstanding the provisions of the foregoing paragraph, if this Declaration, the Articles of Incorporation, or the Bylaws require the consent or agreement of a greater percentage of Owners or require the consent or agreement of a specified percentage of Mortgage Holders, for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by such percentage of Owners and/or Mortgage Holders, as required by this Declaration.

8. Article XVII, Section 1 and Subparagraph (a) of Article XVII, Section 1 are amended by deleting therefrom "within seven (7) years of the date of the recordation of this Amendment to Declaration" and inserting "on or before January 1, 2006" in its place.

SANDPIPER RESORT DEVELOPMENT CORPORATION, an Arizona corporation

By: *Barbara H. Davrian*
Its: *President*

State of ARIZONA)
) ss.
County of LA PAZ)

The foregoing instrument was acknowledged before me this 24th day of MAY, 2001, by *Barbara H. Davrian*, *President* of Sandpiper Resort Development Corporation, an Arizona corporation, for and on behalf of said corporation.

David Plunkett
Notary Public

My Commission Expires:
2-26-2005



SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SANDPIPER RESIDENTIAL COMMUNITY
RECORDED AT BOOK 85, PAGE 816
OFFICIAL RECORDS OF LA PAZ COUNTY
RERECORDED AT BOOK _____, PAGE _____ OF
OFFICIAL RECORDS OF LA PAZ COUNTY, ARIZONA

Pursuant to Article 14. Duration and Amendment. The Declaration of Conditions, Covenants and Restrictions for Sandpiper Residential Community are hereby amended as follows:

Article I. Section 2. Association shall mean and refer to the Sandpiper Homeowners Association, Inc., an Arizona not for profit corporation, its successors and assigns.

SANDPIPER RESORT, a general partnership

By Arthur Hale
AHGC Limited Partnership,
a California Limited Partnership
by Alaska Ventures, Inc., a
California Corporation
its general partner
by its President ARTHUR HALE

SANDPIPER RESORTS, a general partnership

By Michael Giurbino
M.G. Sandpiper, L.P., a
California Limited Partnership
by M.G. Contractors, a California
Corporation, its general partner
by its President MICHAEL GIURBINO

Large Douklym
Sandpiper Resorts
17416 Gresham St
Northridge Ca 91325



2003-03686

Page 1 of 14

Requested By: SANDPIPER RESORTS

PATRICIA L WALL, RECORDER

OFFICIAL RECORDS OF LA PAZ COUNTY, AZ

07-24-2003 12:10 PM Recording Fee \$19.00

When recorded, mail to:

Donald E. Dyekman, Esq.

Mariscal, Weeks, McIntyre & Friedlander

2901 North Central Avenue, Suite 200

Phoenix, Arizona 85012

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SANDPIPER RESIDENTIAL COMMUNITY**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community (this "Third Amendment") is made as of this 8 day of January, 2003, by Sandpiper Resort Owners Association, Inc., an Arizona nonprofit corporation, (the "Association").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community was recorded on February 22, 1985, in Book 85, page 816, and rerecorded on August 23, 1985 in Book 85, page 3828 in the official records of the County Recorder of La Paz County, Arizona (the "Original Declaration"). The Original Declaration was subsequently amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community recorded on November 9, 1990 in Book 90, page 5630, and by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community recorded on May 31, 2001 at Recording No. 2001-02385, in the official records of the County Recorder of La Paz County, Arizona (collectively, the "Amendments"). The Original Declaration, as amended by the Amendments, shall be referred to in this Third Amendment as the "Declaration".

B. Unless otherwise defined in this Third Amendment, each capitalized term used in this Third Amendment shall have the meaning given to such term in the Declaration.

C. Article XIV of the Declaration provides that the Declaration may be amended at any time by the affirmative vote of Owners of not less than two thirds (2/3) of the Lots. Article XIV further provides that so long as the Declarant owns any Lot, any amendment to the Declaration must contain the written approval of the Declarant. Article XIV further provides that any amendment to the Declaration shall be signed by the President or Vice President of the Association and shall certify that the amendment has been approved as required by Article XIV of the Declaration.

D. The Owners of not less than two thirds (2/3) of the Lots have approved amending the Declaration to modify the description of the real property subject to the Declaration. As

evidenced by the approval of the Declarant set forth on this Third Amendment, the Declarant has approved this Third Amendment.

AMENDMENT

NOW THEREFORE, the Declaration is amended as follows:

1. Article I, Section 5 of the Declaration is amended in its entirety to read as follows:

Section 5. "Common Area" shall mean and refer to all real property, including improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

2. Article I, Section 14 of the Declaration is amended in its entirety to read as follows:

Section 14. "Property" or "Development" or "Premises" shall mean and refer to that certain real property described on Exhibit B attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and become subject to this Declaration.

3. Exhibit B attached to this Third Amendment is hereby added to the Declaration as Exhibit B.

4. Upon the recording of this Third Amendment with the County Recorder of La Paz County, Arizona, the real property described on Exhibit C attached to this Third Amendment shall no longer be subject to or burdened by the Declaration.

5. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Declaration, this Third Amendment shall control. Except as expressly amended by this Third Amendment, the Declaration shall remain unchanged and in full force and effect.

6. The Association certifies that this Third Amendment has been approved as required by Article XIV of the Declaration.

**SANDPIPER RESORT OWNERS
ASSOCIATION, INC.** an Arizona
nonprofit corporation

By: 

Barbara H. Dourian

Its: President

Judge Douglas
Sandpiper Resorts
17416 Glesham St
Northridge Ca 91325

When recorded, mail to:

Donald E. Dyekman, Esq.

Mariscal, Weeks, McIntyre & Friedlander

2901 North Central Avenue, Suite 200

Phoenix, Arizona 85012



2003-03686

Page 1 of 14

Requested By: SANDPIPER RESORTS

PATRICIA L WALL, RECORDER

OFFICIAL RECORDS OF LA PAZ COUNTY, AZ

07-24-2003 12:10 PM Recording Fee \$19.00

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SANDPIPER RESIDENTIAL COMMUNITY**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community (this "Third Amendment") is made as of this 8 day of January, 2003, by Sandpiper Resort Owners Association, Inc., an Arizona nonprofit corporation, (the "Association").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community was recorded on February 22, 1985, in Book 85, page 816, and rerecorded on August 23, 1985 in Book 85, page 3828 in the official records of the County Recorder of La Paz County, Arizona (the "Original Declaration"). The Original Declaration was subsequently amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community recorded on November 9, 1990 in Book 90, page 5630, and by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community recorded on May 31, 2001 at Recording No. 2001-02385, in the official records of the County Recorder of La Paz County, Arizona (collectively, the "Amendments"). The Original Declaration, as amended by the Amendments, shall be referred to in this Third Amendment as the "Declaration".

B. Unless otherwise defined in this Third Amendment, each capitalized term used in this Third Amendment shall the meaning given to such term in the Declaration.

C. Article XIV of the Declaration provides that the Declaration may be amended at any time by the affirmative vote of Owners of not less than two thirds (2/3) of the Lots. Article XIV further provides that so long as the Declarant owns any Lot, any amendment to the Declaration must contain the written approval of the Declarant. Article XIV further provides that any amendment to the Declaration shall be signed by the President or Vice President of the Association and shall certify that the amendment has been approved as required by Article XIV of the Declaration.

D. The Owners of not less than two thirds (2/3) of the Lots have approved amending the Declaration to modify the description of the real property subject to the Declaration. As

evidenced by the approval of the Declarant set forth on this Third Amendment, the Declarant has approved this Third Amendment.

AMENDMENT

NOW THEREFORE, the Declaration is amended as follows:

1. Article I, Section 5 of the Declaration is amended in its entirety to read as follows:

Section 5. "Common Area" shall mean and refer to all real property, including improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

2. Article I, Section 14 of the Declaration is amended in its entirety to read as follows:

Section 14. "Property" or "Development" or "Premises" shall mean and refer to that certain real property described on Exhibit B attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and become subject to this Declaration.

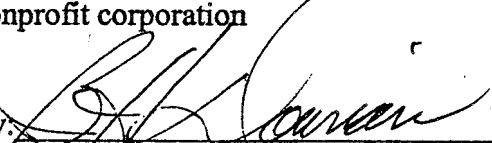
3. Exhibit B attached to this Third Amendment is hereby added to the Declaration as Exhibit B.

4. Upon the recording of this Third Amendment with the County Recorder of La Paz County, Arizona, the real property described on Exhibit C attached to this Third Amendment shall no longer be subject to or burdened by the Declaration.

5. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Declaration, this Third Amendment shall control. Except as expressly amended by this Third Amendment, the Declaration shall remain unchanged and in full force and effect.

6. The Association certifies that this Third Amendment has been approved as required by Article XIV of the Declaration.

**SANDPIPER RESORT OWNERS
ASSOCIATION, INC.** an Arizona
nonprofit corporation

By: 
Barbara H. Dourian
Its: President

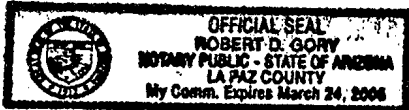
STATE OF Arizona)
COUNTY OF La Paz) ss.

The foregoing instrument was acknowledged before me this 8 day of January, 2003, by Barbara H. Dourian, the President of Sandpiper Resort Owners Association, Inc., an Arizona nonprofit corporation, on behalf of the corporation.



Notary Public

My Commission Expires:



**DECLARANT APPROVAL OF THIRD AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SANDPIPER RESIDENTIAL COMMUNITY**

Sandpiper Resorts Development Corporation, an Arizona corporation, formerly known as La Paz County Economic Development Corporation, an Arizona corporation, dba Sandpiper Resorts, hereby consents to and approves the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sandpiper Residential Community.

Dated this 8 day of January, 2003

SANDPIPER RESORTS DEVELOPMENT CORPORATION, an Arizona corporation

By: [Signature]
Damin Paige Dourian, President
Its: President

STATE OF Arizona)
County of La Paz) ss.

The foregoing instrument was acknowledged before me this 8 day of January, 2003, by Damin Paige Dourian, the President of Sandpiper Resorts Development Corporation, an Arizona corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires:

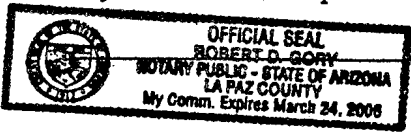


EXHIBIT B

DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

Lots 1 through 14, inclusive, 37 through 56, inclusive and 70 through 73, inclusive, Sandpiper Unit One Subdivision, according to the Plat recorded in Book 9 of Plats, pages 57-58 in the official records of the County Recorder of La Paz County, Arizona.

Parcel 1 according to the Parcel Plat recorded at Recording No. 2003-03189, in the official records of the County Recorder of La Paz County, Arizona, except for the following:

EXCEPT all oil, gas, coal, and minerals as set forth in the instrument recorded in Book 91 of Deeds, Page 164, in the official records of the County Recorder of La Paz County, Arizona.

EXCEPT Tract B, Sandpiper Unit One Subdivision, according to the plat recorded in Book 9 of Plats, pages 57-58, in the official records of the County Recorder of La Paz County, Arizona.

EXCEPT that portion of Tract C, Sandpiper Unit One Subdivision, according to the plat recorded in Book 9 of Plats, pages 57-58, in the official records of the County Recorder of La Paz County, Arizona, legally described as follows:

THAT PORTION OF "SANDPIPER UNIT ONE" COUNTY OF YUMA - TRACT NUMBER S-79-6, BEING A PORTION OF SUBDIVISION OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 19, WEST OF THE GILA AND SALT RIVER MERIDIAN PER THE RECORDED PLAT IN THE OFFICE OF THE COUNTY RECORDER OF LA PAZ COUNTY, ARIZONA DESCRIBED AS FOLLOWS: -

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT, SAID POINT ALSO BEING A POINT IN THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE DRIVE, HAVING A WIDTH OF 66 FEET AS SHOWN ON SAID PLAT; THENCE, NORTHEASTERLY ALONG SAID LAST MENTIONED RIGHT OF WAY, NORTH 33°54'00" EAST, 216.03 FEET TO THE "TRUE POINT OF BEGINNING" FOR THIS DESCRIPTION; THENCE,

NORTH 33°54'00" EAST, 72.79 FEET; THENCE,

NORTH 45°57'33" EAST, 3.63 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS, SOUTH 79°14'54" WEST; THENCE,

SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 48°25'14", AN ARC DISTANCE OF 34.65 FEET; THENCE,

SOUTH 59°10'20" EAST, 47.35 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 67.00 FEET; THENCE,

SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}03'37''$, AN ARC DISTANCE OF 63.22 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 69.00 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT, BEARS SOUTH $23^{\circ}13'56''$ EAST; THENCE,

EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ}13'44''$ AN ARC DISTANCE OF 43.63 FEET; THENCE,

NORTH $30^{\circ}32'20''$ EAST, 29.71 FEET; THENCE,

NORTH $19^{\circ}55'58''$ EAST, 24.12 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 190.01 FEET A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS NORTH $75^{\circ}07'31''$ WEST; THENCE,

NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}37'24''$, AN ARC DISTANCE OF 104.87 FEET; THENCE,

NORTH $46^{\circ}29'54''$ EAST, 102.56 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE,

NORTHEAST AND NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}21'38''$ AN ARC DISTANCE OF 15.60 FEET; THENCE,

NORTH $42^{\circ}51'44''$ WEST, 8.78 FEET; THENCE,

NORTH $47^{\circ}02'20''$ EAST, 40.49 FEET; THENCE,

SOUTH $41^{\circ}57'16''$ EAST, 8.50 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE,

SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}02'18''$ AN ARC DISTANCE OF 15.89' FEET; THENCE,

NORTH $47^{\circ}00'25''$ EAST, 121.99 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 175.00 FEET; THENCE,

NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ}28'29''$ AN ARC DISTANCE OF 31.99 FEET; THENCE,

SOUTH $14^{\circ}09'35''$ EAST, 24.74 FEET; THENCE,

SOUTH $45^{\circ}43'30''$ WEST, 161.11 FEET TO A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 21.06 FEET; THENCE,

SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $79^{\circ}08'10''$, AN ARC DISTANCE OF 29.09 FEET; THENCE,

SOUTH 33°24'40" EAST, 39.73 FEET TO A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE,

SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 25°24'13" AN ARC DISTANCE OF 13.30 FEET; THENCE,

SOUTH 08°00'27" EAST, 31.43 FEET, TO A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.41 FEET; THENCE,

SOUTH AND SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 90°18'36" AN ARC DISTANCE OF 40.06 FEET; THENCE,

SOUTH 05°30'15" WEST 62.77 FEET; THENCE,

SOUTH 14°01'55" EAST, 99.68 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 22.00 FEET; THENCE,

SOUTH, SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 74°15'11" AN ARC DISTANCE OF 28.51 FEET; THENCE,

SOUTH 36°10'25" EAST, 31.07 FEET; THENCE,

SOUTH 47°04'06" WEST, 182.78 FEET; THENCE,

NORTH 14°35'31" WEST, 27.84 FEET; THENCE,

NORTH 47°09'46" EAST, 97.67 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE,

NORTHEASTERLY AND NORTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60°13'56" AN ARC DISTANCE OF 26.28 FEET; THENCE,

NORTH 13°04'10" WEST, 76.74 FEET; THENCE,

NORTH 13°57'08" WEST, 188.71 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.36 FEET A RADIAL LINE TO SAID LAST MENTIONED POINT, BEARS NORTH 71°48'19" EAST; THENCE,

NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 32°02'55" AN ARC DISTANCE OF 28.16 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 18.86 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT, BEARS NORTH 39°45'23" EAST: THENCE,

WESTERLY AND SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $83^{\circ}41'00''$ AN ARC DISTANCE OF 27.54 FEET; THENCE,

SOUTH $46^{\circ}04'23''$ WEST, 79.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 128.16 FEET; THENCE,

SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $33^{\circ}30'37''$, AN ARC DISTANCE OF 74.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 152.09 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS SOUTH $77^{\circ}26'03''$ EAST; THENCE,

SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ}49'07''$, AN ARC DISTANCE OF 121.63 FEET; THENCE,

SOUTH $58^{\circ}23'16''$ WEST, 41.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE,

SOUTHEASTERLY AND SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ}27'28''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 523.09 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT, BEARS NORTH $86^{\circ}55'48''$ EAST; THENCE,

SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}13'03''$, AN ARC DISTANCE OF 65.89 FEET; THENCE,

SOUTH $07^{\circ}54'06''$ WEST 42.20, FEET; THENCE,

SOUTH $87^{\circ}43'57''$ WEST 24.66, FEET; THENCE,

NORTH $00^{\circ}08'51''$ EAST, 70.19 FEET; THENCE,

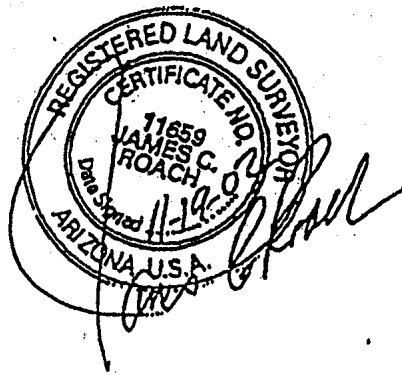
NORTH $02^{\circ}11'54''$ WEST, 39.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 51.00 FEET; THENCE,

NORTHERLY AND NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $56^{\circ}52'25''$, AN ARC DISTANCE OF 50.62 FEET; THENCE,

NORTH $59^{\circ}04'19''$ WEST, 52.15 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 48.00 FEET; THENCE,

WESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL
ANGLE OF 32°38'07" AN ARC DISTANCE OF 27.34 FEET TO THE "TRUE POINT
OF BEGINNING."

THE ABOVE DESCRIBED LEGAL DESCRIPTION IS BASED UPON A FIELD
SURVEY.



LGLDESC.INGRES/EGRESS.SANDPIPER
11/5/02mb

DESCRIPTION OF PROPERTY NOT SUBJECT TO DECLARATION

Parcels 2 and 3 according to the Parcel Plat at Recording No. 2003-03189, in the official records of the County Recorder of La Paz County, Arizona.

Tract B, Sandpiper Unit One Subdivision, according to the plat recorded in Book 9 of Plats, pages 57-58, in the official records of the County Recorder of La Paz County, Arizona.

THAT PORTION OF "SANDPIPER UNIT ONE" COUNTY OF YUMA - TRACT NUMBER S-79-6, BEING A PORTION OF SUBDIVISION OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 19, WEST OF THE GILA AND SALT RIVER MERIDIAN PER THE RECORDED PLAT IN THE OFFICE OF THE COUNTY RECORDER OF LA PAZ COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT, SAID POINT ALSO BEING A POINT IN THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE DRIVE, HAVING A WIDTH OF 66 FEET AS SHOWN ON SAID PLAT; THENCE, NORTHEASTERLY ALONG SAID LAST MENTIONED RIGHT OF WAY, NORTH 33°54'00" EAST, 216.03 FEET TO THE "TRUE POINT OF BEGINNING" FOR THIS DESCRIPTION; THENCE,

NORTH 33°54'00" EAST, 72.79 FEET; THENCE,

NORTH 45°57'33" EAST, 3.63 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS, SOUTH 79°14'54" WEST; THENCE,

SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 48°25'14", AN ARC DISTANCE OF 34.65 FEET; THENCE,

SOUTH 59°10'20" EAST, 47.35 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 67.00 FEET; THENCE,

SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}03'37''$, AN ARC DISTANCE OF 63.22 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 69.00 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT, BEARS SOUTH $23^{\circ}13'56''$ EAST; THENCE,

EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ}13'44''$ AN ARC DISTANCE OF 43.63 FEET; THENCE,

NORTH $30^{\circ}32'20''$ EAST, 29.71 FEET; THENCE,

NORTH $19^{\circ}55'58''$ EAST, 24.12 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 190.01 FEET A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS NORTH $75^{\circ}07'31''$ WEST; THENCE,

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