

AGREEMENT

This Agreement (hereinafter "Agreement") is made this 16th day of November, 1995, by and between Fairfield Green Valley, Inc., an Arizona Corporation ("Developer Member"), Green Valley Recreation, Inc. ("GVR"), Fairfield Canoa Ranch, L.L.C., an Arizona Limited Liability Company, and WLC-Green Valley Limited Partnership, an Arizona Limited Partnership.

RECITALS

1. Developer Member and GVR are parties to that certain Green Valley Recreation Merger Agreement dated September 18, 1978 (the "Merger Agreement"), which embodied, among other things, the terms and provisions relating to the merger of corporations formerly known as Community Recreation Association of Green Valley, Inc. and Green Valley Community Club, Inc.

2. It is the intention of the parties to provide additional social and recreational facilities in Green Valley for the benefit and use of residents of Green Valley. In that connection, the parties do hereby wish to provide for the continued economic health and prosperity of GVR by cancelling the Merger Agreement and replacing it with a new agreement which will provide greater flexibility to GVR while, at the same time, providing basic protections, both to GVR and Developer Member and its affiliates, that the social and recreational facilities of GVR will continue to reflect in the future, as they have in the past, a standard of high quality and integrity.

E
A
S
T
S
I
D
E

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: BMV
DEPUTY RECORDER
1985 BS1



TLATI
DOUGLAS VANDE KROL
7920 R THOMPSON PEAK PARKWAY STE 150
SCOTTSDALE AZ 85255

DOCKET: 12752
PAGE: 1615
NO. OF PAGES: 10
SEQUENCE: 20060410428
03/02/2006
AAG 14:10
MAIL
AMOUNT PAID \$ 15.00

When recorded, return to:
Douglas R. Vande Krol
Santerre & Vande Krol, Ltd.
7920 E. Thompson Peak Parkway, Suite 150
Scottsdale, Arizona 85255

AMENDMENT TO DEVELOPER MEMBER AGREEMENT

THIS AMENDMENT TO DEVELOPER MEMBER AGREEMENT (the "Amendment") is made effective as of the 8th day of February, 2006 (the "Effective Date"), by and among FAIRFIELD GREEN VALLEY, INC., an Arizona corporation; GREEN VALLEY RECREATION, INC., an Arizona non-profit corporation; FAIRFIELD CANOA RANCH, L.L.C., an Arizona limited liability company; and WLC-GREEN VALLEY LIMITED PARTNERSHIP, an Arizona limited partnership. The parties hereto entered into that certain Developer Member Agreement dated November 16, 1995 (the "Developer Agreement") recorded in Docket 10230 at page 365 on February 13, 1996, in the records of Pima County, Arizona. The parties now wish to and hereby do amend the Developer Agreement to remove from the legal description of the property subject thereto the real property legally described on Schedule I attached hereto and incorporated herein by this reference. From and after the Effective Date, the Developer Agreement shall not apply to such property, nor shall owner(s) of such property subsequently acquired for residential use be eligible for membership in Green Valley Recreation, Inc.

IN WITNESS WHEREOF, this Amendment has been executed on behalf of the parties as of the Effective Date and caused to be recorded in the records of Pima County, Arizona.

(Signatures and acknowledgments on following pages.)

I:\a-elBourn\Canoa\Lodge\AmendDevMembAgmt01.doc

100000010

15

When recorded, return to:
Douglas R. Vande Krol
Santerre & Vande Krol, Ltd.
7920 E. Thompson Peak Parkway, Suite 150
Scottsdale, Arizona 85255

AMENDMENT TO DEVELOPER MEMBER AGREEMENT

THIS AMENDMENT TO DEVELOPER MEMBER AGREEMENT (the "Amendment") is made effective as of the 8th day of February, 2006 (the "Effective Date"), by and among FAIRFIELD GREEN VALLEY, INC., an Arizona corporation; GREEN VALLEY RECREATION, INC., an Arizona non-profit corporation; FAIRFIELD CANOA RANCH, L.L.C., an Arizona limited liability company; and WLC-GREEN VALLEY LIMITED PARTNERSHIP, an Arizona limited partnership. The parties hereto entered into that certain Developer Member Agreement dated November 16, 1995 (the "Developer Agreement") recorded in Docket 10230 at page 365 on February 13, 1996, in the records of Pima County, Arizona. The parties now wish to and hereby do amend the Developer Agreement to remove from the legal description of the property subject thereto the real property legally described on **Schedule 1** attached hereto and incorporated herein by this reference. From and after the Effective Date, the Developer Agreement shall not apply to such property, nor shall owner(s) of such property subsequently acquired for residential use be eligible for membership in Green Valley Recreation, Inc.

IN WITNESS WHEREOF, this Amendment has been executed on behalf of the parties as of the Effective Date and caused to be recorded in the records of Pima County, Arizona.

(Signatures and acknowledgments on following pages.)

**SCHEDULE 1
LEGAL DESCRIPTION**

Blocks 8, 9 and 15 of CANOA RANCH, BLOCKS 1 – 45, recorded in the office of the Pima County Recorder, Pima County, Arizona, in Book 54 of Maps and Plats, at Page 74 thereof, and being a portion of the San Ignacio De La Canoa Land Grant

**COUNTERPART SIGNATURE PAGE TO THE
AMENDMENT TO DEVELOPER MEMBER AGREEMENT**

Green Valley Recreation, Inc., an
Arizona non-profit corporation

By: *Roberta Konen*

Name: *Roberta Konen*

Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 8th day of February
2006, by *Roberta Konen* of Green Valley Recreation, Inc.,
an Arizona non-profit corporation.

Witness my hand and official seal.



Nina Thompson
Notary Public

(Signatures and acknowledgments on following pages.)

**COUNTERPART SIGNATURE PAGE TO THE
AMENDMENT TO DEVELOPER MEMBER AGREEMENT**

Fairfield Green Valley, Inc., an
Arizona Corporation

By: 

Name: David Williamson

Its: _____

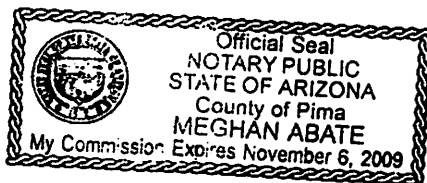
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 12th day of Feb,
2006, by David Williamson of Fairfield Green Valley, Inc., an
Arizona corporation.

Witness my hand and official seal.


Notary Public

My commission expires:



(Signatures and acknowledgments on following pages.)

**COUNTERPART SIGNATURE PAGE TO THE
AMENDMENT TO DEVELOPER MEMBER AGREEMENT**

Fairfield Canoa Ranch, L.L.C., an
Arizona limited liability company

By Fairfield Green Valley, Inc.,
Member

By: _____

Name: David Williamson

Its: _____

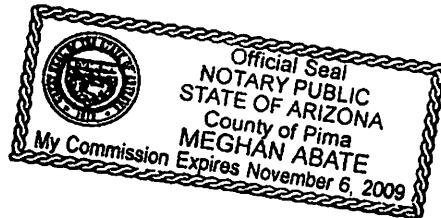
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 6th day of Feb., 2006, by David Williamson of Fairfield Green Valley, Inc., member of Fairfield Canoa Ranch, L.L.C., an Arizona limited liability company.

Witness my hand and official seal.

Meghan Abate
Notary Public

My commission expires:



(Signature and acknowledgment on following page.)

**COUNTERPART SIGNATURE PAGE TO THE
AMENDMENT TO DEVELOPER MEMBER AGREEMENT**

WLC-Green Valley Limited
Partnership, an Arizona limited
partnership

By Williamson Land Company, Inc.,
General Partner

By: _____

Name: David Williamson

Its: _____

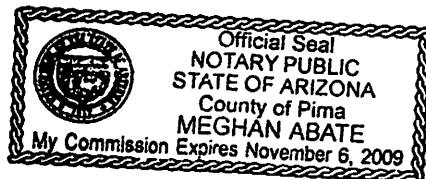
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 6th day of Feb.,
2006, by David Williamson of Williamson Land Company,
Inc., general partner of WLC-Green Valley Limited Partnership, an Arizona limited partnership.

Witness my hand and official seal.

Meghan Abate
Notary Public

My commission expires:



F. ANN RODRIGUEZ, RECORDER
RECORDED BY: GFS
DEPUTY RECORDER
2000 ROOB



TLATI
LAWYERS TITLE

450 W PASEO REDONDO
TUCSON AZ 85701

DOCKET# 10230
PAGE# 365
NO. OF PAGES: 34
SEQUENCE: 96023389
02/13/96
10:26:00
A6

PICKUP
AMOUNT PAID \$ 38.00

DEVELOPER MEMBER AGREEMENT

PARTIES:

FAIRFIELD GREEN VALLEY, INC.
GREEN VALLEY RECREATION, INC.
FAIRFIELD CANOA RANCH, L.L.C.
WLC-GREEN VALLEY LIMITED PARTNERSHIP

10230 365

34

TABLE OF CONTENTS

	<u>Page</u>
A. <u>JURISDICTIONAL AREAS OF GVR AND STANDARDS FOR MEMBERSHIP</u>	2
1. <u>Expansion of Jurisdictional Area</u>	2
2. <u>Membership Requirements</u>	2
3. <u>Consent to Amendments</u>	3
B. <u>FAIRFIELD PROPERTIES - MEMBERSHIP</u>	4
1. <u>Initial Fee and New Home Sales Contribution</u>	4
2. <u>Las Campanas and Canoa West Regional Centers</u>	7
3. <u>Accounting for Obligations</u>	9
4. <u>No Charge for Facilities; No Liens</u>	9
5. <u>Fairfield as Developer Member</u>	10
6. <u>Developer Member Privileges</u>	10
7. <u>Accounting For Guest Cards</u>	11
8. <u>Capital Additions to Canoa Hills Social Center</u>	12
C. <u>TEN YEAR GROWTH MASTER PLAN</u>	12
D. <u>EXPANSION OF JURISDICTIONAL BOUNDARIES</u>	13
1. <u>Expansion of Jurisdictional Area to Land Other than Las Campanas, Canoa West, and Portillo Property</u>	13
2. <u>Membership Criteria for New Areas</u>	14
E. <u>MISCELLANEOUS PROVISIONS</u>	15
1. <u>Affiliates, Successors and Assigns</u>	15
2. <u>Condition for Release of Obligations</u>	16
3. <u>No Discrimination</u>	17
4. <u>Cooperation</u>	17
5. <u>Further Documentation</u>	17
6. <u>Entire Agreement</u>	17
7. <u>Notices</u>	18
8. <u>Termination of Developer Member Status</u>	18
9. <u>Arbitration</u>	19
10. <u>Remedies</u>	19
11. <u>Governing Law</u>	20

NOW, THEREFORE, to effectuate the intent of the parties, it is hereby agreed as follows:

A. JURISDICTIONAL AREAS OF GVR AND STANDARDS FOR MEMBERSHIP.

1. Expansion of Jurisdictional Area. GVR shall restrict its membership to real property which lies within the jurisdiction of GVR. The jurisdiction of GVR consists of the real property designated within the Corporate Jurisdiction Boundary Document kept on file at the office of GVR located at 1070 S. Calle de las Casitas, Green Valley, Arizona 85614. The jurisdiction of GVR shall, subject to the provisions of this Agreement, now extend to the property described in Exhibits A (Las Campanas), B (Canoa West), and C (Portillo Ridge and Portillo Place, hereinafter the "Portillo Property").

2. Membership Requirements. It is agreed as follows with respect to residential developments within Las Campanas, Canoa West, and the Portillo Property:

- a. Membership shall be contingent upon the execution and recording of a deed restriction (either in the Declaration of Covenants, Conditions and Restrictions for the subdivision or a separate instrument) encumbering each proposed member's real property, requiring compliance with the Articles of Incorporation and Bylaws of GVR, and requiring payment of dues (Master Deed Restriction). Such Master Deed Restriction shall be subordinate to the lien of any first mortgage and to the lien of any

owners association governing such property and levying assessments for the maintenance and upkeep thereof; and

- b. Membership shall be contingent upon the execution and recording of a deed restriction (either in the Declaration of Covenants, Conditions and Restrictions for the subdivision or a separate instrument) encumbering each proposed member's real property) which shall establish such age requirements and prohibitions upon occupancy by minors as will satisfy the requirements of federal and state law relating to familial discrimination so as to qualify the property for the exemption available for "housing for older persons" under those laws (the "Occupancy Covenant").

The foregoing Master Deed Restriction and Occupancy Covenant shall be recorded from time to time at such time as individual subdivision plats of the property are recorded for residential projects, or upon approval of development plans for residential projects (in the case of residential projects that do not require a plat). Hotel and motel uses shall not be considered residential.

3. Consent to Amendments. Neither the Master Deed Restriction nor the Occupancy Covenant governing Las Campanas, Canoa West or the Portillo Property may be amended without the written consent of GVR and Fairfield Canoa Ranch, L.L.C. or WLC

Green Valley Limited Partnership, as appropriate, except that GVR's consent shall only be required if the amendment proposed relates to the above-described substance of the said instruments (i.e., the payment of dues, membership in GVR, and familial discrimination).

B. FAIRFIELD PROPERTIES - MEMBERSHIP

Properties remaining to be developed by Developer Member or its affiliates include the remaining land within Green Valley South known as the San Ignacio project, Las Campanas and Canoa West. Las Campanas and Canoa West are described, respectively, on Exhibits A and B hereto. Las Campanas and Canoa West are hereby admitted to the jurisdiction of GVR, and the owners and successors and assigns thereof shall be entitled to membership in accordance with the provisions hereof and of the Articles of Incorporation and Bylaws of GVR.

Prior to any portion of Las Campanas or Canoa West being entitled to exercise rights of membership, there shall have been recorded as to such portion of the land, a Master Deed Restriction requiring membership in and payment of dues to GVR and an Occupancy Covenant.

1. Initial Fee and New Home Sales Contribution. The sum of \$1,500.00 shall be budgeted for future social and recreational facilities for GVR at the time of closing of each sale of a new residential dwelling, i.e., single family dwelling, townhouse, condominium, cooperative, or other dwelling (hereinafter "Dwelling Unit") within areas having membership privileges by reason of being

encumbered by a Master Deed Restriction and Occupancy Covenant. In the case of apartments and similar living space (other than guest lodge facilities for prospective homebuyers as set forth below), which is leased or rented, rather than sold to consumers, such fee shall be budgeted by the owner of the development or complex on a per-unit basis, but only after completion of construction and as lease agreements have been entered into. Once dues commence as to any apartment, such dues shall continue to be due and payable periodically as for any other residential property, notwithstanding any vacancy or new tenancy with respect to such apartment.

Such fee per Dwelling Unit shall be referred to as the "Initial Fee." Such Initial Fee may be increased at the end of each calendar year commencing with an adjustment December 31, 1995, by an amount not greater than that commensurate with the increase, if any, in the Consumer Price Index, All Items, All Cities (the "CPI"), such increases to be prospective only (i.e., shall apply only to future closings after the CPI adjustment and not to budgeted amounts based upon prior closings). The product of the Initial Fee multiplied by the number of Dwelling Units projected within a development shall be the "New Home Sales Contribution."

In the case of Las Campanas, the obligation to budget for and pay the Initial Fee shall be the obligation only of WLC-Green Valley Limited Partnership, the fee owner of the property. In the case of Canoa West, the obligation shall be that of Fairfield Canoa Ranch, L.L.C. only, the fee owner of the property. In no event shall the duties and obligations of Developer Member hereunder, or

of WLC-Green Valley Limited Partnership or Fairfield Canoa Ranch, L.L.C. be deemed joint or several. Such obligations shall, in the absence of an express, written assumption in a supplemental instrument, remain the separate obligations of the respective parties. Any and all obligations to budget for or to pay the Initial Fee and New Home Sales Contribution shall exist only with respect to land having membership privileges and which is encumbered by a Master Deed Restriction and Occupancy Covenant as provided herein.

With respect to such land having membership privileges and which is encumbered by a Master Deed Restriction and Occupancy Covenant, the New Homes Sales Contribution shall constitute an obligation and commitment by the owner of the land toward the construction and dedication of new social and recreational facilities of GVR. The facilities contemplated by this Agreement are two Regional Centers, one at Las Campanas and one at Canoa West, each consisting of quality social and recreational facilities, such as a pool, spa, tennis courts, and fitness center (hereinafter "Regional Center"). The owner may contribute cash, real property, personal property and improvements in satisfaction of its obligation for the New Home Sales Contribution, and such contribution shall be made only when such additional facilities are required as mutually agreed upon pursuant to phasing plans and conceptual land use plans as provided herein. The value of vacant unimproved real property, inclusive of roads or utilities to the property line, shall not be credited toward the contribution.

All provisions of paragraph B shall also apply to and benefit any Affiliate of Fairfield, as defined below, as well as to any purchaser of all or substantially all of Las Campanas or Canoa West.

2. Las Campanas and Canoa West Regional Centers. The respective parties must agree upon the location and nature of each Regional Center, as set forth below. The location and nature of the Regional Center for Las Campanas (the "Las Campanas Facilities Plan"), as well as the phasing of construction of said Regional Center, shall have been submitted to and accepted by GVR prior to execution hereof or, if not so approved, this Agreement shall not be effective until such approval, in writing, is first obtained.

Fairfield Canoa Ranch, L.L.C. shall submit to GVR a conceptual land use plan for Canoa West. Said plan shall depict general residential densities and projections for absorption, as well as the general location of the Canoa West Regional Center. The parties shall then meet and adopt a facilities plan for the Canoa West Regional Center (the "Canoa West Facilities Plan").

The Canoa West Facilities Plan will outline the general schedule for phasing of the improvements. Actual construction of first phase of the Canoa West Regional Center will likely not commence until six years after the Effective Date hereof, or five years after construction and sale of the first Dwelling Unit therein.

It is understood that the Regional Centers, or portions thereof built from time to time, for Las Campanas and Canoa West

are to be provided from the New Homes Sales Contribution. Fairfield Canoa Ranch, L.L.C., WLC-Green Valley Limited Partnership and GVR agree to revise and adjust from time to time the Las Campanas Facilities Plan and Canoa West Facilities Plan as may be appropriate in view of the actual level of sales and absorption of lots, projections for the future and/or change of facility needs.¹

Should the parties be unable to reach final agreement relating the Canoa West Facilities Plan, either party may require arbitration of disputes as provided herein, and Developer Member or its affiliates may commence construction of one or more phases of the Canoa West Regional Center at its discretion and prior to completion of such arbitration proceedings. Neither Developer Member, nor any Affiliate of Fairfield nor any party hereto shall

¹ The owner shall present information as to projected sales and estimated construction schedules based upon market conditions as determined by the Owner. Should actual sales of new homes fall below projections and result in there being insufficient funds to build a particular facility in accordance with a predetermined schedule, then the parties shall in good faith meet and adjust the schedules as required in view of actual market conditions.

In the case of real property, personal property and improvements to be contributed to GVR for Canoa West, the value of such items shall, in the absence of agreement between the parties, be determined by bids submitted by licensed contractors selected by Developer Member, subject to GVR's reasonable approval. Such bids shall include all aspects of the work, including all permit fees, plans, connections fees, deposits, insurance, materials, supplies and labor, and all other costs customarily charged by contractors for the improvement of property including customary overhead and profit. The value and extent of such items for Las Campanas has already been determined and accepted as accurate in view of the development planned, all pursuant to the Las Campanas Facilities Plan. In connection with the development of facilities, the Developer Member at its discretion may perform the work itself and through its contractors rather than employ independent contractors to perform same.

be required to delay or postpone rezoning or development efforts nor the construction of any housing or commercial projects or facilities on account of any matter relating to this Agreement, but shall continue to budget for New Home Sale Contributions and Fairfield Canoa Ranch, L.L.C. shall comply with any final order in arbitration, all as more specifically set forth herein. Should the final award in arbitration, if any, require additional or expanded facilities, the owner will comply therewith and not assert waiver or estoppel based upon the fact that work had been commenced or completed earlier.

No facility or phase of the Canoa West Regional Center shall be deeded to GVR nor become a GVR facility until the Facilities Plan with respect thereto has been approved by both parties. All residents and owners of property within Las Campanas and Canoa West shall at all times have membership privileges and rights of use and enjoyment of all GVR facilities, provided they are not in default in the payment of GVR dues.

3. Accounting for Obligations. Fairfield Canoa Ranch, L.L.C. and WLC-Green Valley Limited Partnership shall assure that, in their accounting records and bookkeeping, the accruing obligations relating to the New Home Sales Contribution are properly reflected as an obligation.

4. No Charge for Facilities; No Liens. All social and recreational facilities to be constructed and contributed shall be deeded to GVR without charge or monetary encumbrance. The land upon which GVR is to construct facilities within Las Campanas

pursuant to the provisions hereof shall be conveyed by WLC-Green Valley Limited Partnership to GVR, free of liens or encumbrances, prior to the commencement of construction of the recreational facilities thereon by GVR as referenced in paragraph D (2) below.

5. Fairfield as Developer Member. Fairfield Green Valley, Inc. shall be the sole Developer Member of GVR. As the Developer Member, Fairfield Green Valley, Inc. shall have a maximum of fifteen (15) GVR membership cards for use by officers and key employees. Developer Member shall pay discounted annual dues on each of such memberships issued by GVR, payable on a quarterly basis. The discounted membership dues shall be consistent with discounted annual dues for regular members. In addition, as a Developer Member, Developer Member shall be entitled to a seat on the Board of Directors of GVR. Accordingly, the Bylaws of GVR shall provide that, until March 31, 2006, one director shall be a representative of the Developer Member to be appointed by Developer Member.

6. Developer Member Privileges. Developer Member shall have the right to issue GVR guest cards to prospective home buyers and others visiting projects of Developer Member, WLC-Green Valley Limited Partnership, Fairfield Canoa Ranch, L.L.C. or their affiliates; provided, however, that such guest cards shall not exceed one calendar week in length for each guest. Developer Member and its affiliates may house short-term guests in Dwelling Units either owned or leased by Developer Member or by its affiliates as a lodge facility. Developer Member may also house

short-term guests in commercial lodging facilities, such as motels or hotels, from time to time.

Developer Member shall reimburse GVR for the privilege of issuing GVR guest cards to short-term visitors in the following manner:

- a. Fairfield lodge guests -- Developer Member shall be responsible for paying GVR dues, at the discounted rate, on each lodge dwelling unit either owned or leased by Developer Member or its affiliates, and payments to GVR shall be made quarterly.
- b. Commercial lodging guests -- Developer Member shall make payment to GVR in the amount of 20 percent of the GVR fees charged to tenants for tenant cards, per each visiting guest housed in a commercial lodging facility, and payments to GVR shall be made on a quarterly basis.

7. Accounting For Guest Cards. Developer Member or its affiliates shall provide to GVR an accounting of all guest cards issued. Accountings will be furnished on a monthly basis. GVR shall provide numbered membership card stock to Developer Member for its use and distribution.

GVR dues shall not be payable by Developer Member, WLC Green Valley Limited Partnership, Fairfield Canoa Ranch, L.L.C. or by any Affiliate of Fairfield to GVR, except in the case of: a) GVR

membership cards for employees and key officers, and b) guest cards, all as more specifically provided above. Regular dues payable to GVR with respect to Dwelling Units built by Developer Member, WLC-Green Valley Limited Partnership, Fairfield Canoa Ranch, L.L.C. or their affiliates shall be payable only by members who own or reside in Dwelling Units constructed within subdivisions of Developer Member, WLC-Green Valley Limited Partnership, Fairfield Canoa Ranch, L.L.C. or their affiliates, and which are encumbered by a Master Deed Restriction and Occupancy Covenant.

8. Capital Additions to Canoa Hills Social Center. Developer Member shall complete no later than June 30, 1996, the capital additions of the Canoa Hills Recreation Center at a cost not to exceed \$150,000.00 over and above gifts and contributions made prior to December 31, 1994. The facilities to be completed, subject to the cost limitations set forth above, shall comprise two tennis courts, a walking and exercise trail, a sports court, and miscellaneous landscaping. This work shall be accomplished without charge or monetary encumbrance to GVR. Upon completion of such work Fairfield Green Valley, Inc. and its affiliates shall be deemed to have fully performed all obligations of any nature arising out of the Merger Agreement.

C. TEN YEAR GROWTH MASTER PLAN.

Attached hereto as Exhibit D is a growth and planning area map adopted and approved by GVR, referred to hereinafter as the "Ten Year Growth Master Plan." Should additional land be admitted to

membership privileges within GVR within ten years after the Effective Date hereof then, unless GVR and Developer Member shall have agreed upon a revision to the Ten Year Growth Master Plan, such land must be from within the area shown on the Ten Year Growth Master Plan. All projects admitted must be adjacent or contiguous to other lands and projects admitted to the extent reasonably feasible. Projects shall be considered adjacent even though separated by streets, drainage areas, public facilities, golf courses, previously built subdivisions, etc.

D. EXPANSION OF JURISDICTIONAL BOUNDARIES.

1. Expansion of Jurisdictional Area to Land Other than Las Campanas, Canoa West, and Portillo Property. Fairfield Green Valley, Inc. does hereby acknowledge the relinquishment of the right pursuant to the Merger Agreement to veto the expansion of GVR's jurisdictional boundaries, provided that a) any expansion is solely to include areas within the Ten Year Growth Master Plan area, b) such areas that are brought within the jurisdiction of GVR are from within the Ten Year Growth Master Plan area and are brought within the jurisdiction by vote of the membership, and c) such expansions are in accordance with the specific criteria and guidelines established by GVR, which criteria shall include the requirement of an Occupancy Covenant and Master Deed Restriction, and other restrictions which in the aggregate are not more favorable than those applicable to Las Campanas, Canoa West or the Portillo Property, either in terms of required monetary outlay or

contributions (including contributions of cash and the value of real property and improvements contributed or to be contributed), the quality of design or materials, or other matters including dues payable and the amount of the "Initial Fee" and Land Equivalency Fee, as defined herein.

2. Membership Criteria for New Areas. Membership criteria for new jurisdictional areas shall be such that owners and developers of new subdivisions which may, in the future, seek admission into the jurisdictional area of GVR or privileges of membership in GVR, shall be required to make and perform substantial commitments toward either the development and dedication of new social and recreational facilities or the refurbishment and capital replacement of existing facilities, all as decided by GVR, on terms that are no more favorable than those imposed upon Developer Member, WLC-Green Valley Limited Partnership, Fairfield Canoa Ranch, L.L.C. or their affiliates as set forth in paragraph D (1) of this Agreement.

GVR confirms that on or before the Effective Date hereof it shall have secured payment of the New Home Sales Contribution, plus a fee of 20% of such aggregate amount in lieu of the contribution of real property (the "Land Equivalency Fee"), for facilities in relation to the Portillo Property. Payment shall be in cash, provided that GVR may accept an unconditional, irrevocable letter of credit for the New Home Sales Contribution and Land Equivalency Fee, which letter of credit would secure the obligation of the developer of the Portillo Property to pay same to GVR. Any such

letter of credit must have a term of at least one-year, and must permit GVR to draw upon it should it not be converted to cash and paid to GVR by September 30, 1996. Such contributions in relation to the Portillo Property shall be applied by GVR, dollar for dollar, for the construction by GVR of a swimming pool and other related recreational and social facilities in the first phase of the Las Campanas Regional Center.

E. MISCELLANEOUS PROVISIONS.

1. Affiliates, Successors and Assigns. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties that their respective heirs, personal representatives, successors and assigns.

All provisions set forth herein for the benefit of Developer Member, Fairfield Canoa Ranch, L.L.C., or WLC-Green Valley Limited Partnership shall accrue to the benefit of and be enforceable by: a) said parties; b) any entity the majority of the equity of which is owned or controlled by said parties, c) assignees, shareholders, members, partners or parent companies of said parties who own or control the majority of the equity or voting stock of one or more of said parties, and d) partnerships or joint ventures in which any of said parties are partners or co-venturers pursuant to which Fairfield Green Valley, Inc. remains the principal homebuilder. Such assignees, successors, affiliates and entities shall be referred to hereinafter as Affiliates of Fairfield. In addition, as provided in paragraph B above, the benefits of this Agreement

shall accrue to the benefit of any person or entity who purchases all or substantially all of Canoa West or Las Campanas.

Notwithstanding the above, the rights of Developer Member to possess the Developer Member membership in GVR which allows for the appointment of a Board member until March 31, 2006 shall be assignable only to an Affiliate of Fairfield who owns the majority of Canoa West.

Should any portion of Canoa West or Las Campanas be sold to any person or entity who is not an Affiliate of Fairfield, then such land shall continue to be within the jurisdiction of GVR. As to such land, however, membership privileges shall be contingent upon such purchasers who are not Affiliates of Fairfield complying with the criteria of paragraph D above, unless the purchaser has purchased all or substantially all of Las Campanas or Canoa West.

2. Condition for Release of Obligations.

If any purchasers, in the case of sale or conveyance of any portion of Canoa West or Las Campanas, assume either separately or in the aggregate, the obligations of the parties hereto with respect to the Initial Fees or the New Home Sales Contribution to be paid or contributed for the portion or portions of the land sold and conveyed, based upon the Dwelling Units to be built therein having membership privileges in GVR, and further assume in form reasonably acceptable to GVR (either separately or collectively) all other executory obligations hereunder with respect to the facilities to be built or contributed within Las Campanas or Canoa West, as applicable depending upon the location of the land

acquired, then WLC-Green Valley Limited Partnership or Fairfield Canoa Ranch, L.L.C., as applicable, shall be released from the obligations hereof with respect to such portion of real property sold and conveyed.

3. No Discrimination. At no time shall GVR charge greater dues, fees or charges to members who reside or own property within Las Campanas or Canoa West than are charged to other members within the jurisdiction of GVR.

4. Cooperation. The parties shall cooperate as necessary to effectuate the provisions of this Agreement and shall use reasonably diligent efforts to agree upon plans, specifications, scheduling, and other items more specifically set forth herein.

5. Further Documentation. Each party agrees in good faith to execute any further documentation as may be necessary to carry out the intent and purpose of this Agreement. GVR agrees to submit to its membership such resolutions as may be necessary to approve the execution and performance of all terms and provisions herein. The date upon which such resolutions are adopted or upon which this agreement has been signed by all parties, whichever is later, shall be deemed the "Effective Date" of this Agreement.

6. Entire Agreement; Revocation of Merger Agreement. This Agreement sets forth the entire agreement of the parties and there are no prior or contemporaneous agreements, representations or understandings of the parties, oral or written. Any prior oral or written communications between the parties are deemed superseded by

and merged in this Agreement. The Merger Agreement is deemed replaced and superseded in its entirety by this Agreement.

7. Notices. Notices shall be in writing and shall be given by personal delivery to a responsible person or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid. Notice to the parties shall be given as follows:

If to GVR, to:

P.O. Box 586, Green Valley AZ 85622
Attention: Mr. Jeff Ziegler

If Fairfield Green Valley, Inc., to:

P. O. Box 587, Green Valley, AZ 85622
Attention: Mr. Roger Giachetti
Mr. Steve Powell

If to WLC-Green Valley Limited Partnership, to:

7373 N. Scottsdale Road, Suite C-226
Scottsdale, Arizona 85253
Attention: Mr. Lowell Williamson

If to Fairfield Canoa Ranch, L.L.C., to:

7373 N. Scottsdale Road, Suite C-226
Scottsdale, Arizona 85253
Attention: Mr. Lowell Williamson

and to

P. O. Box 587, Green Valley, AZ 85622
Attention: Mr. Roger Giachetti
Mr. Steve Powell

8. Termination of Developer Member Status. Developer Member's rights to hold a special membership in GVR and to appoint

a Board member for a period of ten years shall expire automatically at the end of such ten year period. In no event shall such termination affect the jurisdictional area of GVR nor the rights of residents and owners within Las Campanas or Canoa West to membership privileges on the terms set forth herein. Termination shall not affect the liability of the parties or their successors to pay the New Home Sales Contribution for Las Campanas or Canoa West or to construct new social and recreational facilities for GVR in lieu thereof nor shall termination affect the amount of the New Home Sales Contribution for Dwelling Units sold either before or after such termination where such Dwelling Units have membership privileges; such terms and obligations shall survive termination.

9. Arbitration. The parties agree that any dispute between the parties relating in any way to or arising out of the provisions hereof shall be resolved by binding arbitration in Pima County, Arizona, and that the arbitration shall be governed by the applicable rules of the American Arbitration Association.

10. Remedies. Upon default hereunder the parties shall have all rights and remedies available at law or in equity. It is acknowledged that equitable remedies such as injunctive relief may be appropriate. Before any party shall be deemed in default hereunder, not less than ten days written notice of default shall be given, together with an opportunity to cure default within said ten day period.

Should any party fail to comply with the terms of a final award in arbitration, following judgment entered upon such award,

GREEN VALLEY RECREATION, INC.

By *Sally R. Ombach*
Its President

Date *11/16/95*

By *Donna J. Hani*
Its Secretary

Date *11/16/95*

Fairfield Canoa Ranch, L.L.C.

By *[Signature]*
Its Member

Date *11/16/95*

WLC-Green Valley Limited Partnership
Williamson Land Co as General Partner

By *[Signature]*
Its Vice President

Date *11/16/95*

10230 386

then the non-defaulting parties shall give notice to all other parties of such non-compliance. Should said non-compliance not be remedied within 30 days (either by the party in default or by any other party who may elect to cure such default), or if compliance with such award cannot reasonably be achieved within 30 days through no fault of the party in default, but the defaulting party fails to commence to remedy the default and to continue diligently to cure such default by pursuing compliance with the award thereafter, then the non-defaulting party may at its option elect to terminate this agreement. Notwithstanding the foregoing, any termination due to a failure by Developer Member, WLC-Green Valley Limited Partnership or Fairfield Canoa Ranch, L.L.C. to comply with such an award shall in no way affect the non-discrimination provisions or jurisdictional area of GVR, and Canoa West and Las Campanas shall continue to remain within such area. The provisions hereof dealing with the Developer Member's special membership status within GVR pursuant to paragraphs 5 and 6 of paragraph B above may in such event be subject to termination.

11. Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

FAIRFIELD GREEN VALLEY, INC.

By 
Its Executive Vice President

Date

11/16/95

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 16th
day of November, 1995 by Stephen C. Powell,
the Exec V.P. of Fairfield Green Valley, Inc.

Carol M. Johnson
Notary Public

My Commission Expires:
My Commission Expires June 29, 1997

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 16th
day of November, 1995 by Sally R. Burbank,
the President of Green Valley Recreation, Inc.

Carol M. Johnson
Notary Public

My Commission Expires:
My Commission Expires June 29, 1997

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 16th
day of November, 1995 by Donna J. Hari,
the Secretary of Green Valley Recreation, Inc.

Carol M. Johnson
Notary Public

My Commission Expires:
My Commission Expires June 29, 1997

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 16th
___ day of November, 1995 by Roger Giachetti,
the Member of Fairfield Canoa Ranch L.L.C.

Carol M. Johnson
Notary Public

My Commission Expires:

My Commission Expires June 29, 1997

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 16th
___ day of November, 1995 by David J. Williamson,
the General Partner of WLC-Green Valley Limited Partnership.
Williamson Lard Co as General Partner

Carol M. Johnson
Notary Public

My Commission Expires:

My Commission Expires June 29, 1997

EXHIBIT A

All that certain land owned by WLC-Green Valley Limited Partnership in Section 10, T18S, R13E, G&SRB&M, Pima County including without limitation:

1. Blocks A thru N, and Common Areas A and B of Las Campanas, according to Book 47 of Maps and Plats, Page 17, records of Pima County, Arizona, and
2. Lots 1 thru 96 and Common Area A and B of Las Campanas, Block I, according to Book 47 of Maps and Plats, Page 28, records of Pima County, Arizona.

EXHIBIT B

All that certain land described in the attached legal description lying west of U.S. Interstate-19.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Canoa Ranch

The San Ignacio De La Canoa Private Land Grant according to the Survey of the said land grant, made by the United States Surveyor General, on March 10, 1901, now on file in Surveyor General's Office in the City of Phoenix, State of Arizona,

EXCEPT that certain parcel conveyed by Deed recorded in Book 61 of Deeds at page 516, more particularly described as follows:

Commencing at the monument located in the center of the Northerly Boundary line of said land grant, from which the Northeasterly corner of Township 18 South, Ranch 13 East, Gila and Salt River Meridian, bears North 26 degrees 10 minutes East 5518.92 feet more or less;

Thence along the said Northerly boundary North 59 degrees 20 minutes West a distance of 6875.00 feet more or less, to a monument marked "S.I.D.L.C.N.W.COR" at the Northwest corner of said land grant.

Thence along the Westerly boundary of said land grant South 22 degrees 56 minutes West a distance of 29858.40 feet, more or less;

Thence South 59 degrees 20 minutes East 13750.00 feet, more or less, to a point on the East boundary line of said land grant;

Thence along the Easterly boundary line of said land grant North 22 degrees 56 minutes East a distance of 29858.40 feet, more or less, to a monument marked "S.I.D.L.C.N.E.COR.", at the Northeast corner of the said land grant;

Thence along the said Northerly boundary North 59 degrees 20 minutes West 6875.00 feet, more or less, to the place of beginning, being the Northerly portion of the said land grant.

and EXCEPT a railway right-of-way across the foregoing land as recorded in Book 52 of Deeds at page 294 in the office of the County recorder of Pima County, Arizona, and;

Continued...

CASE NO. 245,178

Form 100
0350-100-0011

10230 : 392

Litho in

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA
SCHEDULE A

EXCEPT that portion described as follows:

Beginning at a point on the Westerly boundary of said land grant, which point is North 22 degrees 56 minutes East along said boundary, a distance of 507.08 feet from the seven mile stone, as shown on the map of the survey of said land grant, which point of beginning is the point of intersection of the said boundary with the fence line recognized as the Southerly boundary of that portion of said land grant as recorded in the office of the County Recorder, Pima County, Arizona, in Book 154 of Dockets at page 165;

Thence South 59 degrees 14 minutes 30 seconds East along said fence line a distance of 5707.47 feet to the Westerly right-of-way of the Tucson-Nogales Highway;

Thence South 22 degrees 19 minutes 48 seconds West along said right-of-way a distance of 820.96 feet to a point of curve;

Thence Southwesterly along said right-of-way and curve to the left, having a radius of 11384.16 feet, through a central angle of 7 degrees 49 minutes 10 seconds a distance of 1553.65 feet to a point of tangent;

Thence South 30 degrees 08 minutes 58 seconds West along said right-of-way a distance of 872.64 feet;

Thence North 85 degrees 29 minutes 18 seconds West, a distance of 5759.12 feet to the Westerly boundary of said land grant, which point is the eight mile stone as shown on the map of the survey of said land grant;

Thence North 22 degrees 56 minutes East along said Westerly boundary a distance of 5833.97 feet to the point of beginning; and EXCEPT that parcel recorded in Book 6124 at page 1050, records of Pima County, Arizona, more particularly described as follows:

That portion of the Southwesterly 50 feet of said land grant commencing and lying 100.00 feet Southeasterly of the Easterly right-of-way line of the Southern Pacific Railroad as it now exists; and the Southeasterly 50 feet of said land grant, the Easterly line of which is described as follows:

Continued...

CASE NO. 245,178

Form 100
035-0-100 Q011

10230 393

Line in 17

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA
SCHEDULE A

Beginning at the most southerly corner of said land grant:

Thence northeasterly along the easterly line of said land grant to a point 30 feet northerly of the south line of Lot 3, Section 28, Township 19 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, measured at right angle from the south line of said Lot 3;

and EXCEPT: Those six well-site tracts recorded in Docket 7753, page 864, records of Pima County, Arizona more particularly described as follows:

1. From that certain well known as S-1 Arizona Department of Water Resources Registration Number 55-623111 within the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 3, Thence 50 feet North to point of beginning, Thence 50 feet West, Thence 100 feet South, Thence 100 feet East, Thence 100 feet North, Thence 50 feet West to point of beginning;
2. From that certain well known as S-2 Arizona Department of Water Resources Registration Number 55-623112 within the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 10, Thence 50 feet North to point of beginning, Thence 50 feet West, Thence 100 feet South, Thence 100 feet East, Thence 100 feet North, Thence 50 feet West to point of beginning;
3. From that certain well known as S-3 Arizona Department of Water Resources Registration Number 55-623113 within the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 16, Thence 50 feet North to point of beginning, Thence 50 feet West, Thence 100 feet South, Thence 100 feet East, Thence 100 feet North, Thence 50 feet West to point of beginning;
4. From that certain well known as S-4 Arizona Department of Water Resources Registration Number 55-623114 within the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 17, Thence 50 feet North to point of beginning, Thence 50 feet West, Thence 100 feet South, Thence 100 feet East, Thence 100 feet North, Thence 50 feet West to point of beginning;
5. From that certain well known as S-5 Arizona Department of Water Resources Registration Number 55-623115 within the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 20, Thence 50 feet North to point of beginning, Thence 50 feet West, Thence 100 feet South, Thence 100 feet East, Thence 100 feet North, Thence 50 feet West to point of beginning;

Continued...

CASE NO. 245,178

Form 100
0353-100-0011

10230 394

Litho in U.S.A.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA
SCHEDULE A

6. From that certain well known as S-5 Arizona Department of Water Resources Registration Number 55-623116 within the West Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Thence 50 feet North to point of beginning, Thence 50 feet West, Thence 100 feet South, Thence 100 feet East, Thence 100 feet North, Thence 50 feet West to point of beginning;

NOTE: As used herein reference to Sections refers to protracted Sections from the U. S. Government Rectangular System of Public Land Survey for Township 19, Range 13 East, Gila and Salt River Meridian, Arizona.

and EXCEPT that portion more particularly described as follows:

Beginning at the Southwesterly corner of said land grant;

Thence North 22 degrees 56 minutes 00 seconds East along the Westerly boundary of said land grant a distance of 5791.13 feet;

Thence South 63 degrees 07 minutes 54 seconds East a distance of 4513.90 feet to the Westerly right-of-way of the Tucson-Nogales Highway;

Thence South 23 degrees 58 minutes 06 seconds West, along said right-of-way, a distance of 5895.58 feet to a point of curve;

Thence Southwesterly along said right-of-way and curve to the right, having a radius of 11384.16 feet, through a central angle of 00 degrees 56 minutes 17 seconds a distance of 186.38 feet to the Southerly boundary of the said land grant;

Thence North 59 degrees 17 minutes 43 seconds West along said South line, a distance of 4432.61 feet to the point of beginning; and

EXCEPT that portion more particularly described as follows:

Beginning at the eight mile stone on the Westerly boundary of said land grant, as shown on the map of said survey;

Thence South 22 degrees 55 minutes 38 seconds West along said Westerly boundary a distance of 1120.83 feet;

Continued...

CASE NO. 245,178

Form 100
035-Q-100-0011

10230 395

Lines in U

CASE NO. 245,178

EXCEPT that portion conveyed to Fairfield Green Valley, Inc., an Arizona corporation by instrument recorded December 1, 1994 in Docket 9930 at page 760.

and EXCEPT that portion of land within the rights-of-way of Interstate I-13 as established per I-19-1(40) right-of-way map Arizona Department of Transportation; and

Thence North 85 degrees 29 minutes 18 seconds West, a distance of 5759.12 feet to the point of beginning.

Thence North 85 degrees 29 minutes 18 seconds West, a distance of 5759.12 feet of Engineer's Station 1897 + 75.88;

Thence Northeasterly along said right-of-way and curve to the right, having a radius of 11534.16 feet an arc length of 1226.31 feet to a point 75 feet left of Engineer's Station 1897 + 75.88;

Thence North 24 degrees 08 minutes 29 seconds East along said right-of-way, a distance of 1665.09 feet to a point of curve 75 feet left of Engineer's Station 1885 + 57.55;

Thence South 67 degrees 38 minutes 37 seconds East a distance of 5338.41 feet to the westerly right-of-way of the Tucson-Mogales Highway;

Lawyers Title
Insurance Corporation
 NATIONAL HEADQUARTERS
 RICHMOND, VIRGINIA
 SCHEDULE A

EXHIBIT C

All of those certain subdivisions known as Portillo Ridge and Portillo Place, and described as follows:

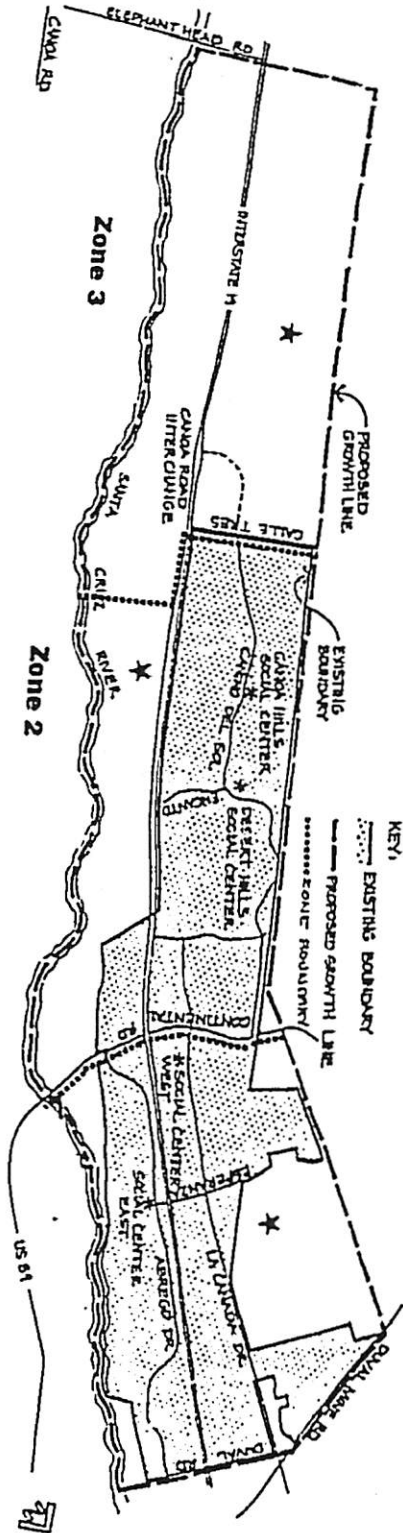
1. Lots 1 thru 143 of Portillo Ridge, recorded Book 47 of Maps and Plats at Page 23, Pima County Records.
2. Lots 1 thru 28 of Portillo Place, recorded Book 47 of Maps and Plats at Page 11, Pima County Records.

EXHIBIT D

Green Valley Recreation

Master Plan

1996 - 2006



GVR BOARD APPROVED

September 22, 1995

*** Future Regional Center**

10230 398