

When recorded, return to:

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Phoenix, Arizona 85016



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

96-0868794 12/13/96 02:19

CHRISTINA 6 OF 7

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DC RANCH PARCEL 4.1**

This Supplemental Declaration of Covenants, Conditions and Restrictions for DC Ranch Parcel 4.1 ("Supplemental Declaration") is made effective this 12 day of December, 1996, by DC RANCH L.L.C., an Arizona limited liability company ("Declarant").

A. Declarant is the developer of the master planned community located in the City of Scottsdale, Maricopa County, Arizona, commonly known as DC Ranch (the "Development"); and

B. Declarant executed and caused to be recorded of even date herewith in the official records of Maricopa County, Arizona, the DC Ranch Community Council Declaration of Covenants and Easements (the "Council Declaration"); and

C. Declarant executed and caused to be recorded in the official records of Maricopa County, Arizona, the Declaration of Covenants, Conditions and Restrictions for the Ranch (the "Ranch Declaration"); and

D. The Council Declaration and the Ranch Declaration each contemplates that supplemental declarations for parcels located within DC Ranch will be executed and Recorded periodically as the development of DC Ranch proceeds; and

E. Declarant wishes to cause that portion of the Development described on Exhibit "A" attached hereto (the "Tract"), which is already subject to the Council Declaration and the Ranch Declaration, to be developed in accordance with certain supplemental covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Tract shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, terms and provisions:

1. Land Use Classification. The Land Use Classification (as such term is used in Exhibit "C" to the Council Declaration and Exhibit "E" to the Ranch Declaration) for the real property within the Tract shall be single-family residential, and construction on such real property shall be limited to single-family dwelling units and related common elements. Notwithstanding the foregoing, however, Declarant reserves to itself, and its successors and assigns (including without limitation any homebuilder in whose favor Declarant executes, acknowledges and records an assignment of rights), the right to construct and install within the Tract one or more temporary sales trailers, temporary construction trailers, model homes (and related parking areas), and other improvements used in connection with the construction and sale of single-family dwellings within the Tract; provided that all such improvements shall be removed from the Tract or (in the case of a model home) converted to a single-family dwelling unit promptly after the completion of all applicable construction and sale activity.

2. Calculation of Units. The Tract is to be subdivided into eighty-eight (88) residential lots pursuant to a subdivision plat for the Tract (the "Plat"). Accordingly, for purposes of Exhibit "C" to the Council Declaration and Exhibit "E" to the Ranch Declaration, there shall be eighty-eight (88) Units in the Tract. If Declarant duly amends the subdivision plat for the Tract, such that the number of residential lots in the Tract is greater or less than eighty-eight (88), then Declarant may, without obtaining the consent of any owner of any such lot or any portion of the Tract, amend this Supplemental Declaration to correctly specify the total number of residential lots within, and Units attributable to, the Tract.

3. Neighborhood Assessments. The residential lots depicted on the Plat (the "Lots"), together with certain other property within the Development located north of Thompson Peak Parkway and accessed from Thompson Peak Parkway by private streets, will be designated by the Ranch Association as a Neighborhood, and will be subject to one or more Neighborhood Assessments levied by the Ranch Association with respect to certain Neighborhood Expenses, including without limitation expenses associated with the private streets within the Neighborhood, the guardhouses located on Desert Camp Drive, and open space areas, pocket parks and other recreational facilities located within the Neighborhood. The amount of the levy will be established by the Ranch Association in accordance with the terms of the Ranch Declaration.

4. Commencement of Assessments. Without limiting the provisions of Paragraph 3, the Units within the Tract (a) are subject to all assessments duly imposed pursuant to Article VIII of the Council Declaration, and (b) are subject to all assessments duly imposed pursuant to Article VIII of the Ranch Declaration. The obligation to pay assessments under the Council Declaration shall commence as to all Units within the Tract effective as of January 1,

1997. The obligation to pay assessments under the Ranch Declaration shall commence as to all Units within the Tract effective as of January 1, 1997.

5. Fence Lines. The parties acknowledge and agree that Declarant intends to construct a split-rail fence within Lots 430, 432, 434, 450-452, inclusive, 455, 458, 459, 464, 466, 468, 470-473, inclusive, 489, 491, 493 and 495 of the Tract, approximately along the northern boundary of (and within) the Tract, a portion of which will lie north of, and generally parallel to the public multi-use trail that is to be installed within Tract "H" shown on the Plat, and to construct a second split-rail fence within Lots 491, 493 and 495 of the Tract, lying south of and generally parallel to the public multi-use trail that is to be installed within Tract "H" shown on the Plat. In addition, Declarant may elect to construct another split-rail fence approximately along the southern boundary of the Drainage Easement that lies within Lots 424, 426-428, inclusive, 430, 432, 434, 450-452, inclusive, 455 and 458. Declarant hereby reserves to itself and grants to the Community Council, and its successors and assigns, and to no others, a perpetual easement over, upon and across such Lots, twenty feet (20') in width, ten feet (10') on either side of the "as built" location of such fences, for purposes of access over, upon and across such area as reasonably necessary to inspect, maintain, remove, replace and repair such fences. No Person other than Declarant and the Community Council, and their respective employees, agents, and contractors, shall be permitted to maintain, remove, replace, repair, remove or damage any portion of such fences.

6. Perimeter Wall. Declarant intends to construct a continuous meandering masonry perimeter wall (which wall may include other building materials, including wrought iron sections) within the Development and parallel to Pima Road, from the vicinity of Thompson Peak Parkway to the vicinity of the northern boundary of the Development, and then along the northern boundary of the Development, to approximately the southwestern corner of the Pinnacle Peak Vistas 3, a subdivision according to the plat recorded in Book 291 of Maps, Page 47, which wall will be located in part within Lots 424, 426, 427, 428 and 430 of the Tract, and which may meander into a portion of Lot 411 of the Tract. Declarant hereby reserves itself and grants to the Community Council, and its successors and assigns, and to no others, a perpetual easement over, upon and across such Lots, twenty feet (20') in width, ten feet (10') on either side of the "as built" location of such wall, for purposes of access over, upon and across such area as reasonably necessary to inspect, maintain, remove, replace and repair such wall. No Person other than Declarant and the Community Council, and their respective employees, agents, and contractors, shall be permitted to maintain, remove, replace, repair, remove or damage any portion of the exterior side of such wall.

7. Building Envelopes. The construction of single-family dwellings within the Lots shall be subject to various approval requirements of the Covenant Commission, as set forth in The Covenant and in the Community Design Book adopted by the Covenant Commission with respect to residential construction. Such requirements include, among other things, the

requirement that any construction plans submitted to the Covenant Commission include a depiction of a construction envelope on the Lot, the location and dimensions of which shall be subject to Covenant Commission review and approval. All construction activities on the Lot shall conform to the requirements pertaining to such construction envelopes set forth in the Construction Guidelines adopted by the Covenant Commission. Approval by the Covenant Commission of construction plans for any such Lot shall include the requirement that the owner of the Lot grant to the Covenant Commission an easement for preservation of natural open space (using a form to be provided by the Covenant Commission) over all areas within the Lot and outside of such construction envelope. No construction of any improvements shall be permitted in any such areas. The Lot owner shall be responsible for maintenance of such natural open space areas in accordance with the Community-Wide Standard applicable to the Development and all other requirements of the Governing Documents; provided that Declarant hereby reserves to itself and the Community Council and the Ranch Association (or the agent or contractor of any of them) the right to enter upon such areas to perform such maintenance if the Lot owner fails to do so.

8. **Maintenance Easement.** With respect to each and every Lot (each a "Golf Lot") in the Parcel that shares a common boundary with the private golf course located adjacent to the Parcel (the "Golf Course"), Declarant hereby reserves to itself and its successors and assigns, and hereby grants to the Community Council and its successors and assigns, and to the owner of the Golf Course, an easement over that area (the "Golf Lot Transition Area") within each Golf Lot that lies between the boundary of the Golf Course and the lot perimeter wall located on such Golf Lot (the "Golf Lot Perimeter Wall"), for purposes of access over, upon and across such Golf Lot Transition Area as reasonably necessary to inspect and maintain such Golf Lot Transition Area, and to inspect, maintain and repair the exterior of such Golf Lot Perimeter Wall, in accordance with the maintenance requirements imposed on the owner of such Golf Lot under the Council Declaration, the Ranch Declaration, the Covenant, Paragraph 7 above, any and all other applicable private governance standards, and the standards imposed by law.

9. **Lighting of Paths and Trails.** Declarant reserves to itself and its successors and assigns the right to install, maintain, replace and repair lighting fixtures, related electrical lines and other related facilities, within the areas designated on the Plat as Tracts "B", "C", "D", "E", "F" and "G", for the purpose of facilitating pedestrian use of private and public trails located within such areas. The design and location of such fixtures, lines and related facilities shall be as determined by The Covenant Commission, consistent with the Community Design Book, and The Covenant Commission shall determine from time to time the days and hours of the day on which such lighting fixtures shall be operated.

10. **Revegetation.** Declarant reserves to itself and its successor and assigns an easement over, upon and across those portions of the Lots on which the natural vegetation is disturbed by the construction or installation of street improvements or other infrastructure

improvements, for purposes of access as may be necessary (a) to revegetate such areas with native plants in accordance with the Environmental Design Study for DC Ranch Planning Units II and IV approved by the City of Scottsdale in Zoning Case No. 54-ZN-89#2, (b) to install water lines, drip irrigation lines, and other facilities, as needed in connection with such revegetation, and (c) to maintain all revegetated plants, to the extent, if any, Declarant deems such maintenance appropriate in connection with such revegetation.

11. **Enforcement.** The Community Council may recover from any Person who violates the provisions of Paragraph 5 or Paragraph 6 above any and all costs or damages incurred by the Community Council and arising out of such violation or such failure to maintain, including without limitation (a) costs incurred to repair or restore the split-rail fence(s) described in Paragraph 5 and the perimeter wall described in Paragraph 6. The Community Council may recover from any Lot owner who fails to maintain its Lot or any portion thereof as required by Paragraph 7 or Paragraph 8 above and all costs incurred by the Community Council in performing such maintenance on the owner's behalf pursuant to Paragraph 7 or Paragraph 8. In addition, without limiting any other rights or remedies available to the Community Council, (a) if the Person committing the violation of Paragraph 5 or Paragraph 6 is an owner of property within the Development, or is the guest, invitee, contractor, agent or family member of such an owner, and (b) in all cases of an owner's failure to maintain as required by Paragraph 7 or Paragraph 8, the Community Council may impose a Specific Assessment under the Council Declaration against the owner's property within the Development in the amount of such costs or damages, which assessment shall be immediately due and payable upon delivery of notice of such assessment to the owner. All or any portion of the foregoing rights of the Community Council may be delegated to the Association pursuant to Section 6.10 of the Council Declaration (provided that any Specific Assessment levied by the Association in accordance with this paragraph shall be levied pursuant to the Ranch Declaration).

12. **Interpretation.** This Supplemental Declaration shall run with the land within the Tract, shall be binding on all parties having or acquiring any right, title or interest in the Tract or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Declaration.

13. **Incorporation of Declarations.** The Council Declaration and the Ranch Declaration each is expressly incorporated herein and made a part hereof by this reference. Unless otherwise defined herein, every capitalized term and expression used herein shall have the same meaning as set forth for such terms and expressions in the Council Declaration and the Ranch Declaration, as applicable. In the event of any conflict between the terms of the Council Declaration or the Ranch Declaration and the terms of this Supplemental Declaration, the terms of the Council Declaration or the Ranch Declaration, as applicable, shall control.

14. **Amendment.** This Supplemental Tract Declaration may be amended in the same manner as the Ranch Declaration may be amended in accordance with the provisions of the Ranch Declaration.

IN WITNESS WHEREOF, Declarant has executed the foregoing instrument as of the date first set forth above.

DC RANCH L.L.C., an Arizona limited liability company

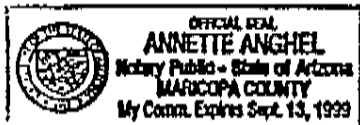
By: DMB PROPERTY VENTURES LIMITED PARTNERSHIP, an Arizona limited partnership, Administrative Member

By: DMB GP, INC., General Partner

By: Lois Savage
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by Lois Savage, the Vice President, of DMB GP, INC., an Arizona corporation, in its capacity as General Partner of DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as Administrative Member of DC RANCH L.L.C., an Arizona limited liability company, for and on behalf thereof.



Annette Anghel
Notary Public

My Commission Expires:

Sept. 13, 1999

EXHIBIT "A"

PARCEL DESCRIPTION Proposed DC Ranch Parcel 4.1

A parcel of land lying within Sections 19 and 20, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 19, said point being the POINT OF BEGINNING of the herein described parcel;

THENCE along the north line of said Section 20, North $89^{\circ}54'12''$ East, a distance of 243.53 feet;

THENCE leaving said north line, South $17^{\circ}37'56''$ West, a distance of 160.07 feet;

THENCE South $36^{\circ}57'38''$ West, a distance of 250.41 feet, to the beginning of a non-tangent curve;

THENCE northwesterly along said curve, having a radius of 211.50 feet, concave southwesterly, whose radius bears South $37^{\circ}28'19''$ West, through a central angle of $12^{\circ}54'06''$, a distance of 47.62 feet, to the curve's end;

THENCE North $65^{\circ}25'46''$ West, a distance of 48.35 feet, to the beginning of a curve;

THENCE northwesterly along said curve, having a radius of 375.00 feet, concave southerly through a central angle of $26^{\circ}41'53''$, a distance of 174.74 feet, to the curve's end;

THENCE South $87^{\circ}52'21''$ West, a distance of 150.57 feet, to the beginning of a curve;

THENCE westerly along said curve, having a radius of 475.00 feet, concave southerly through a central angle of $27^{\circ}24'56''$, a distance of 227.28 feet, to the curve's end;

THENCE South $60^{\circ}27'25''$ West, a distance of 146.12 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 4975.14 feet, concave northwesterly through a central angle of $02^{\circ}48'37''$, a distance of 244.02 feet, to the curve's end;

THENCE South $63^{\circ}16'02''$ West, a distance of 166.94 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 338.50 feet, concave northwesterly through a central angle of $05^{\circ}02'06''$, a distance of 29.75 feet, to the curve's end;

THENCE South $68^{\circ}18'08''$ West, a distance of 211.28 feet, to the beginning of a curve;

THENCE westerly along said curve, having a radius of 1032.00 feet, concave southeasterly through a central angle of $15^{\circ}52'53''$, a distance of 286.05 feet, to a point of intersection with a non-tangent line;

THENCE North $39^{\circ}17'28''$ West, a distance of 93.75 feet, to the beginning of a non-tangent curve;

THENCE northeasterly along said curve, having a radius of 198.10 feet, concave southwesterly, whose radius bears North $61^{\circ}31'08''$ West, through a central angle of $149^{\circ}52'21''$, a distance of 518.19 feet, to a point of intersection with a non-tangent curve;

THENCE northwesterly along said curve, having a radius of 139.38 feet, concave southerly, whose radius bears South $53^{\circ}10'32''$ West, through a central angle of $88^{\circ}34'44''$, a distance of 215.47 feet, to the curve's end;

THENCE South $54^{\circ}35'49''$ West, a distance of 630.45 feet;

THENCE North $41^{\circ}27'55''$ West, a distance of 29.77 feet, to the beginning of a non-tangent curve;

THENCE northerly along said curve, having a radius of 208.26 feet, concave southwesterly, whose radius bears North $79^{\circ}26'09''$ West, through a central angle of $142^{\circ}41'05''$, a distance of 518.62 feet, to a point of intersection with a non-tangent curve;

THENCE northwesterly along said curve, having a radius of 97.08 feet, concave southerly, whose radius bears South $63^{\circ}02'37''$ West, through a central angle of $106^{\circ}44'36''$, a distance of 180.86 feet, to the curve's end;

THENCE South $46^{\circ}18'01''$ West, a distance of 830.52 feet;

THENCE South $34^{\circ}20'12''$ West, a distance of 547.24 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 198.83 feet, concave easterly through a central angle of $73^{\circ}07'25''$, a distance of 253.76 feet, to a point of intersection with a non-tangent curve;

THENCE easterly along said curve, having a radius of 460.00 feet, concave northerly, whose radius bears North $21^{\circ}38'13''$ East, through a central angle of $05^{\circ}20'31''$, a distance of 42.89 feet, to the curve's end;

THENCE South $73^{\circ}42'18''$ East, a distance of 106.38 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 160.00 feet, concave northerly through a central angle of $65^{\circ}35'07''$, a distance of 183.15 feet, to a point of intersection with a non-tangent line;

THENCE South $49^{\circ}17'26''$ East, a distance of 72.60 feet;

THENCE South $27^{\circ}38'05''$ West, a distance of 72.06 feet;

THENCE South $80^{\circ}12'27''$ West, a distance of 143.72 feet;

THENCE North $73^{\circ}42'18''$ West, a distance of 174.94 feet, to the beginning of a curve;

THENCE westerly along said curve, having a radius of 530.00 feet, concave northeasterly through a central angle of $18^{\circ}55'09''$, a distance of 175.01 feet, to a point of reverse curvature;

THENCE northwesterly along said curve, having a radius of 370.00 feet, concave southerly through a central angle of $36^{\circ}53'38''$, a distance of 238.25 feet, to a point of intersection with a non-tangent line;

THENCE North $01^{\circ}40'47''$ West, a distance of 50.00 feet;

THENCE North $03^{\circ}06'27''$ West, a distance of 154.75 feet;

THENCE North $26^{\circ}53'25''$ East, a distance of 242.82 feet;

THENCE North $70^{\circ}17'33''$ West, a distance of 418.54 feet;

THENCE South $87^{\circ}07'23''$ West, a distance of 121.32 feet;

THENCE North 89°59'43" West, a distance of 168.51 feet, to the east line of the west 75.00 feet of said Section 19;

THENCE along said east line, North 00°00'19" East, a distance of 1230.57 feet, to the north line of said Section 19;

THENCE leaving said east line along said north line, North 89°57'31" East, a distance of 2303.29 feet, to the north quarter corner of said Section 19;

THENCE continuing along said north line, North 89°54'27" East, a distance of 2640.80 feet, to the POINT OF BEGINNING.

Containing 92.7233 acres, or 4,039,028 square feet of land, more or less.

AND

A parcel of land lying within Section 19, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 19;

THENCE along the east line of said section, South 00°02'28" East, a distance of 380.49 feet;

THENCE leaving said east line, South 89°57'32" West, a distance of 20.15 feet, to the POINT OF BEGINNING;

THENCE South 34°28'38" West, a distance of 188.46 feet, to the beginning of a non-tangent curve;

THENCE northwesterly along said curve, having a radius of 200.00 feet, concave southerly, whose radius bears South 43°49'27" West, through a central angle of 107°47'59", a distance of 376.29 feet, to a point of reverse curvature;

THENCE southwesterly along said curve, having a radius of 87.00 feet, concave northerly through a central angle of 103°34'52", a distance of 157.28 feet, to the curve's end;

THENCE North 50°23'39" West, a distance of 44.73 feet, to the beginning of a curve;

THENCE northwesterly along said curve, having a radius of 89.00 feet, concave southerly through a central angle of 48°53'07", a distance of 75.94 feet, to a point of intersection with a non-tangent line;

THENCE South 10°12'02" West, a distance of 36.79 feet;

THENCE South 34°36'39" West, a distance of 57.64 feet;

THENCE South 57°03'07" West, a distance of 406.64 feet;

THENCE North 08°46'50" East, a distance of 242.68 feet;

THENCE North 63°16'02" East, a distance of 146.13 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 5025.14 feet, concave northwesterly through a central angle of 02°48'37", a distance of 246.47 feet, to the curve's end;

THENCE North 60°27'25" East, a distance of 146.12 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 425.00 feet, concave southerly through a central angle of 27°24'56", a distance of 203.36 feet, to the curve's end;
THENCE North 87°52'21" East, a distance of 150.57 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 325.00 feet, concave southerly through a central angle of 24°44'39", a distance of 140.36 feet, to a point of compound curvature;
THENCE southeasterly along said curve, having a radius of 188.50 feet, concave southwesterly through a central angle of 18°25'43", a distance of 60.63 feet, to the POINT OF BEGINNING.

Containing 4.3448 acres, or 189,261 square feet of land, more or less.

Subject to existing rights-of-way and easements.

LEGAL506453-1.304



NORTH QUARTER CORNER
SECTION 19, T4N, R5E

NORTHWEST CORNER
SECTION 19, T4N, R5E

NORTH LINE OF
SECTION 20, T4N, R5E

NORTHEAST CORNER
SECTION 19, T4N, R5E

75.00'

PIMA ROAD

WEST LINE OF
SECTION 19, T4N, R5E

SECTION 19

EAST LINE OF
SECTION 19, T4N, R5E

SECTION 20



**WOOD/PATEL
ASSOCIATES**
Civil Engineers
Hydrologists
Land Surveyors
(602) 234-1344

EXHIBIT "A"

PROPOSED DC RANCH PARCEL 4.1
09-04-96
WP#96453
PAGE 5 OF 5
NOT TO SCALE
N: \940605\4-1LEG1.DWG



Thomas R. Gettings