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TRACT DECLARATION
SCOTTSDALE RANCH
PARCEL 14

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
DEC 29 1983 -4 80
BILL HENRY, COUNTY RECORDER
FEE 9.00 PGS 9

THIS TRACT DECLARATION is made this 29th day of
December, 1983, by SCOTTSDALE RANCH, a partnership
(hereinafter sometimes referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed and caused to be recorded
that certain Amended and Restated Declaration of Covenants,
Conditions, Restrictions, Assessments, Charges, Servitudes,
Liens, Reservations and Easements, dated June 29, 1981, which
Amended and Restated Declaration was recorded on August 10,
1981, in Docket 15439, Pages 826-916, records of Maricopa
County, Arizona (the "Master Declaration"), which covered
property known as Scottsdale Ranch; and

WHEREAS, the following described real property is
a part of Scottsdale Ranch and subject to the Declaration:

The real property described on Exhibit A
attached hereto and by this reference
made a part hereof

("Parcel 14"); and

WHEREAS, Article IV, Section 1, of the Declaration
contemplated that Tract Declarations for parcels of land
within Scottsdale Ranch would be executed and recorded
periodically as the development of Scottsdale Ranch proceeded
and Land Use Classifications for such parcels were determined;
and

WHEREAS, the Declarant, as owner of Parcel 14,
now wishes to record a Tract Declaration for Parcel 14;

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. Capitalized terms used in this

Tract Declaration shall have the same meaning as set forth for such terms in the Master Declaration.

2. Land Use Classifications. All of Parcel 14 shall have a Land Use Classification of Cluster Residential Use and may be used only for residential purposes.

3. Additional Covenants, Conditions, Restrictions, and Reservations Applicable to Property Within Parcel 14.

The following covenants, conditions, restrictions and reservations shall apply to Parcel 14 having a Land Use Classification of Cluster Residential and Condominium Development:

(a) General. Parcel 14 may be used only for the construction and occupancy of dwelling units intended for Single Family occupancy, including townhouses, casitas, clustered housing, zero-lot line housing and similar arrangements, together with related areas intended for the use and enjoyment of the Owners and residents of the dwelling units in the Cluster development and typical residential activities incidental thereto, such as the construction and use of a swimming pool, spa, parking facilities, open spaces, roadways, tennis courts, and other recreational amenities approved by the Board. No structure whatever, except those designed for residential dwelling units, together with related parking facilities, recreational amenities, open spaces and roadways, as approved by the Board, shall be erected, placed or permitted to remain on any portion of Parcel 14. As part of the approval of a site plan and/or plat, the Architectural Committee and Board may permit private roadways within Parcel 14.

(b) Occupancy. Each dwelling unit constructed on Parcel 14 may be occupied only by a Single Family. No gainful occupation, trade or other nonresidential use shall be conducted on any such property, and no person shall enter into Parcel 14 for the purpose of engaging in such uses or for the purpose of receiving products or services arising out of such usage.

(c) Tenants. Any dwelling unit may be let to a Single Family tenant from time to time by the Owner, subject to the provisions of the Master Declaration and the Scottsdale Ranch Rules. The Owner of each dwelling unit shall, at or prior to execution of any lease, furnish to the lessee or tenant a copy of the Master Declaration, the Articles and Bylaws and the Rules of the Architectural Committee and obtain a receipt for such items executed by the lessee or tenant. The receipt obtained by the Owner shall be delivered to the Association on or before one week after the lessee or tenant is entitled to occupancy of the dwelling unit.

(d) Window Coverings. No covering may be placed, or permitted to remain, on any window of any dwelling unit without the prior written approval of the Architectural Committee.

(e) Trash Receptacles. Trash receptacles serving the Cluster development may be located only at places approved by the Architectural Committee and shall be screened from view in a manner approved by the Architectural Committee.

4. Site Plan or Plat Approval; Drainage Channel. No construction of any dwelling unit or other improvements on Parcel 14 shall be commenced until such proposed construction

and any site plan or plat for Parcel 14 has been approved by the Board pursuant to Article IV, Section 2, of the Master Declaration and the Rules of the Architectural Control Committee. No more than 150 dwelling units may be constructed on Parcel 14; provided, however, if the recorded plat or plats covering Parcel 14 provide for less than 150 dwelling units, then the number of dwelling units permitted on Parcel 14 shall be reduced to the number of single family Lots established by the plat. Notwithstanding the foregoing, in the event the Owner of Parcel 14 exercises its option to purchase additional dwelling units from Declarant on or before April 30, 1984 pursuant to the provisions of Section 36 of the Agreement of Purchase and Sale, dated December 21, 1983, between Declarant, as Seller, and Meister Development Corporation, as Buyer (the "Purchase Agreement"), Declarant shall record an instrument on or before May 1, 1984 amending this Tract Declaration to increase the number of dwelling units permitted to be constructed on Parcel 14 to no more than 180 dwelling units and the Owners of Parcel 14 and of any interest therein shall, upon request of Declarant, join in the execution and recordation of such instrument. Any property conveyed or dedicated to the public shall thereafter cease to be subject to the restrictions of this Tract Declaration. In connection with the development of Parcel 14, and as a condition thereto, or prior thereto if required by Declarant, the owner of Parcel 14 shall construct a drainage way on Parcel 14 in accordance with plans approved by Declarant and the Architectural Committee and an easement is hereby created over Parcel 14 for construction, operation, maintenance and use of such drainage way for drainage and flood control purposes. Declarant shall have the right to record an instrument which narrows the easement for such drainage way to a defined strip of land and

sets forth the rights and obligations of the Association and the owners of Parcel 14 with respect thereto and the owners of Parcel 14 and of any interest therein shall, upon request of Declarant or the City of Scottsdale, join in the execution and recordation of such instrument. Such drainage way shall be landscaped by the Owner of Parcel 14 in a manner approved by the Architectural Committee and the drainage way and landscaping thereon shall be maintained by the Owner of Parcel 14. Any site plan or subdivision plat submitted by the Owner of Parcel 14 to the City of Scottsdale or the Declarant shall reflect the drainage way.

5. Landscaping and Party Walls. The owner of Parcel 14 shall install and thereafter maintain on Parcel 14 landscaping and party walls in accordance with the requirements of the Purchase Agreement and the Master Declaration. In accordance with Article IV, Section 2(d), and Article X, Section 1, of the Master Declaration, the Owner of Parcel 14 is responsible for the landscaping and landscape maintenance of (a) any Common Areas located on a Lot or Parcel in Parcel 14 available for use by all Owners and Residents of Scottsdale Ranch or within easements intended for the general benefit of Scottsdale Ranch, and (b) other landscaped public right-of-way areas adjacent to the Owner's Lot or Parcel, unless the Association assumes such responsibility in writing or is given such responsibility by a recorded subdivision plat, Tract Declaration or deed from the Declarant to a transferee. Under Article X, Section 1, the Association may also, at its option, contract with an Owner for the performance of the Owner's maintenance responsibilities with respect to all such areas for a fee mutually agreed upon by the Owner and the Association. As of the date hereof, the Association has not assumed or been given any responsibility for maintenance

of any of the above-described areas and the Owner shall have all such responsibility unless and until the Association from time to time assumes in writing responsibility for maintenance of any such area(s), at which time the Owner shall be relieved of any responsibility assumed by the Association for the duration of such assumption.

6. Modification. The Board shall have the right to amend this Tract Declaration to make such additions, modifications, and deletions as it deems appropriate in connection with the approval of a site plan or plat for Parcel 14, but only to the extent that such addition, modification or deletion (a) relates to the location, maintenance or appearance of physical improvements, including roadways and open spaces, contemplated on the site plan or plat; or (b) regulates the use of amenities on Parcel 14 because of their effect on surrounding properties. Any change, modification or deletion pursuant to this Section 6 shall be effective on all persons acquiring any interest in Parcel 14 on or after the date hereof. Upon request of the Board, each Owner of Parcel 14 and of any interest therein shall join in the execution of such Tract Declaration as a condition to the approval and recordation of a plat or horizontal property regime.

7. Interpretation. This Tract Declaration shall be considered an integral part of the Master Declaration and construed with the Master Declaration as if the provisions hereof were set forth therein as a section thereof. This Tract Declaration shall therefore run with Parcel 14 and be enforceable in accordance with and as a part of the Master Declaration.

IN WITNESS WHEREOF, Scottsdale Ranch, a partnership, has caused its name to be signed by the signature of the duly authorized officials of its partners as of the day and year

first above written.

SCOTTSDALE RANCH, a general partnership

By MARKLAND PROPERTIES, INC., an Arizona corporation, general partner

By Stephen J. Brunner
Its VICE PRESIDENT - FINANCE

By COSTAIN ARIZONA INC., an Arizona corporation, general partner

By [Signature]
Its PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 29 day of Dec, 1983, before me, the undersigned Notary Public, personally appeared Stephen J. Brunner, who acknowledged himself to be the Vice President - Finance of MARKLAND PROPERTIES, INC., an Arizona corporation and general partner in SCOTTSDALE RANCH, a general partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as a general partner in Scottsdale Ranch, by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 29 day of Dec., 1983,
before me, the undersigned Notary Public, personally appeared
R. S. Coffman, who acknowledged himself
to be the President of COSTAIN ARIZONA INC., an
Arizona corporation and general partner in SCOTTSDALE RANCH,
a general partnership, and that he, as such officer, being
authorized so to do, executed the foregoing instrument for
the purposes therein contained, by signing the name of the
corporation, as a general partner in Scottsdale Ranch, by
himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.

Jordan Howland
Notary Public

My commission expires:

My Commission Expires Aug. 16, 1986

ORDER NO. 931,838

EXHIBIT "A"

Being a portion of the South half of Section 29, Township 3 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 29; thence North 89 degrees 54 minutes 36 seconds West along the South line of said Section 29 a distance of 538.54 feet; thence North 46 degrees 47 minutes 20 seconds East 195.73 feet to a point marking the beginning of a tangent curve to the left having a central angle of 25 degrees 16 minutes 52 seconds and a radius of 334.42 feet; thence along the arc of said curve 147.56 feet; thence North 21 degrees 30 minutes 28 seconds East 356.80 feet to the True Point of Beginning, said point marking the beginning of a curve to the Northwest the central point of which bears North 21 degrees 30 minutes 28 seconds East 544.62 feet distant therefrom; thence along the arc of said curve through a central angle of 41 degrees 30 minutes 45 seconds an arc distance of 394.59 feet; thence North 26 degrees 58 minutes 47 seconds West 205.00 feet to the point marking the beginning of a tangent curve to the right having a central angle of 02 degrees 00 minutes 00 seconds and a radius of 5729.00 feet; thence along the arc of said curve an arc distance of 199.98 feet; thence North 24 degrees 58 minutes 47 seconds West 347.31 feet to a point marking the beginning of a tangent curve to the right having a central angle of 91 degrees 05 minutes 56 seconds and a radius of 30.00 feet; thence along the arc of said curve 47.70 feet to a point marking the beginning of a reverse curve to the left having a central angle of 05 degrees 24 minutes 10 seconds and a radius of 3445.00 feet; thence along the arc of said curve an arc distance of 324.84 feet; thence North 60 degrees 43 minutes 00 seconds East 142.65 feet; thence South 29 degrees 17 minutes 00 seconds East 531.20 feet to a point marking the beginning of a tangent curve to the left having a central angle of 93 degrees 40 minutes 00 seconds and a radius of 150.00 feet; thence along the arc of said curve an arc distance of 245.22 feet; thence North 57 degrees 03 minutes 00 seconds East 559.77 feet to a point marking the beginning of a non-tangent curve to the Southeast the central point of which bears North 44 degrees 18 minutes 41 seconds East 1430.00 feet distant therefrom; thence along the arc of said curve through a central angle of 19 degrees 49 minutes 13 seconds an arc distance of 494.68 feet; thence South 29 degrees 49 minutes 00 seconds West 509.82 feet to a point marking the beginning of tangent curve to the right having a central angle of 64 degrees 42 minutes 13 seconds and a radius of 620.00 feet; thence along the arc of said curve 700.16 feet; thence North 85 degrees 28 minutes 47 seconds West 168.52 feet to a point marking beginning of a tangent curve to the right having a central angle of 16 degrees 59 minutes 15 seconds and a radius of 544.62 feet; thence along the arc of said curve an arc distance of 161.47 feet to the TRUE POINT OF BEGINNING.

Comprising 28.165 Acres More or Less.