

When recorded, return to:

T. Neal Burton II
BOTABA REALTY COMPANY
7975 N. Hayden Rd., Ste. D-280
Scottsdale, AZ. 85258
602/991-9456
#212-02-767308 3.5
LEE

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PROP RSTR (PR)

10-19-82

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 10th day of DECEMBER, 1982, by BOTABA REALTY COMPANY, a Texas General Partnership, dba TRANSCONTINENTAL PROPERTIES, (hereinafter sometimes termed "Declarant").

WITNESSETH:

WHEREAS, Declarant owns land in and around the existing City of Scottsdale, Maricopa County, Arizona, and may acquire additional lands in the same area; and

WHEREAS, Declarant desires to develop, in stages, the aforesaid lands now owned or hereafter acquired by it into a series of new and uniquely planned residential, office, resort and other communities to be within an area bounded by Shea Boulevard on the north, 96th Street on the east, Indian Bend Road on the south, and Scottsdale Road on the west, collectively known as "McCormick Ranch;" and

WHEREAS, Declarant desires as part of its plan for development of McCormick Ranch to restrict the use of the following described real property comprising a part thereof, to-wit:

See Exhibit "A" attached hereto, together with each additional property as may by reference hereto in a deed of conveyance or by a Supplemental Declaration of Restrictions, be subject to this Declaration of Restrictions, all of which said property is hereinafter termed "The Property;" and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in and upon said real property and upon the McCormick Ranch.

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I do hereby certify that the within instrument was recorded at request of FIRST AMERICAN TITLE Co., Maricopa Co., Arizona. Book 106918 Page 1076-1095. WITNESS my hand and official seal this 20th day of DECEMBER, 1982.
BILL HENRY, Maricopa County Recorder, By IRENE GORCHES Deputy

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NOW, THEREFORE, BOTABA REALTY COMPANY, dba TRANSCONTINENTAL PROPERTIES, hereby declares:

ARTICLE I
DEFINITIONS

The following words, phrases or terms used in this Declaration of Restrictions shall have the following meanings:

- A. "Association" shall mean the association created pursuant to the Master Declaration as hereinafter defined, which association, it is intended, will be named McCormick Ranch Property Owners' Association, Inc., and any Subsidiary Association having jurisdiction over The Property.
- B. "Master Declaration" shall mean that certain Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for McCormick Ranch recorded in the Office of the County Recorder of Maricopa County, Arizona, on December 29, 1971, in Docket 9148 at pages 706 through 756. The Declarant does not, by the execution and recordation of this Declaration, intend to subject, and nothing herein contained and set forth shall be construed to subject, the real property described herein to the Master Declaration.
- C. "The Property" shall mean the real property hereinabove specifically described (Exhibit A) and such additional real property within McCormick Ranch as is hereafter conveyed subject to this Declaration of Restrictions or rendered subject to this Declaration of Restrictions, together with the Permanent Improvements thereon.

ARTICLE II
USE RESTRICTIONS

Section 1. All Properties. All of The Property is hereby restricted as follows:

- A. Storage. No exterior storage of any items of any kind shall be permitted, except with prior written approval and

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authorization of the Declarant. Any such storage, as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, dwelling units, pathways and streets.

B. Garbage. No garbage or trash shall be placed on the exterior of any building, except in containers meeting the specifications of the City of Scottsdale and the Declarant, and the placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Declarant. All rubbish, trash and garbage shall be regularly removed from The Property and shall not be allowed to accumulate thereon.

C. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed on or outside, or be directed to the outside of any building so as to produce sounds and/or noises which may reasonably be deemed offensive to persons owning or occupying neighboring property or dwelling units.

D. Resubdivision. Without the prior written authorization and approval of the Declarant, The Property shall not be further subdivided except by Declarant, and no portion less than all of such property, or any easement or other interest therein, shall be conveyed by any owner other than Declarant.

E. Diseases and Insects. No Owner shall permit any thing or condition to exist upon The Property which shall induce, breed or harbor plant disease or noxious insects.

F. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning or refrigeration equipment, shall be placed, allowed or maintained upon the

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ground on The Property except in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, dwelling units, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

G. Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed, or maintained upon or about the ground on The Property, except to the extent, if any, ^{unofficial document} and placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

H. Burning and Incinerators. No open fires or burning shall be permitted on The Property at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon The Property.

I. Repairs. No repairs of any detached machinery, equipment or fixtures, including, without limitation, motor vehicles, shall be made upon any portion of The Property within view of neighboring property, dwelling units, pathways and streets.

J. Mineral and Drilling Activity. No oil exploration, drilling, development or refining operations and no quarrying

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or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under The Property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on The Property.

K. Misuse and Mismaintenance. No portion of The Property shall be maintained or utilized in such a manner as to present an unsightly appearance, or as to unreasonably offend the morale of, or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other owners or residents of McCormick Ranch; and no noxious or otherwise offensive condition or activity shall be allowed to exist or conducted thereon.

L. Violations of Statutes, Ordinances and Regulations. No portion of The Property shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa, the City of Scottsdale, or any other governmental agency or subdivision having jurisdiction in the premises.

M. Prosecution of Construction, Maintenance and Repairs. All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

N. Roofs. Mineral and composition roofs, and roofs made of corrugated plastic or sheet metal, if visible from ground level, are prohibited unless authorized and approved in writing by the Declarant. No part of any roof may project above the parapet except where such slope is a convincing aspect of the building.

O. Parking and Loading. Facilities for parking, loading and unloading reasonably sufficient to serve the business conducted on The Property without using adjacent streets

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therefor shall be maintained thereon, and no use should be made of The Property which shall require offsite parking other than in areas specifically set aside or provided therefor.

P. Underground Sprinklers. Underground sprinkler systems shall be installed in all landscape areas sufficient to provide full coverage thereof.

Q. Maintenance. In no event shall any portion of The Property be so maintained as to present a public or private nuisance or as to substantially detract from the appearance or quality of the surrounding lots or other areas of The Property, or of McCormick Ranch, which are substantially affected thereby or related thereto. All portions of The Property shall be maintained to the highest standard of similar properties located within Scottsdale, Arizona.

R. Sidewalk Encroachments. No tree, shrub, or plant of any kind shall be allowed to overhang or otherwise encroach upon any sidewalk or any Unofficial Document pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Declarant.

S. Walled Enclosure. All exterior storage areas and service yards, loading docks and ramps, electrical cage enclosures and storage tanks are to be screened from view from access streets and adjacent properties by a wall and nature landscaping.

T. Exterior Lighting. Parking lot lighting fixtures are to have a maximum height of ²²~~18~~ feet. Pole-mounted walkway lighting fixtures are to have a maximum height of 12 feet. Security lighting are not to project above the fascia or roof line of the building and are to be shielded from direct street view.

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U. Miscellaneous Equipment. Gutters and downspouts are to be painted to match the surface to which attached unless used as a major design element.

Visible roof mounted ventilators are to be a maximum of two feet above point where attached and painted (or prefinished with the color scheme of the building) or should be screened so as to be architecturally compatible with the building structure.

Vents, louvers, flashings, tanks, stacks, overhead doors or other similar items are to be painted consistent with the color scheme of the building.

V. Ground Cover. All ground shall be covered so as to eliminate bare dirt.

W. Overnight Trailer Parking. No overnight trailer parking shall be allowed outside an approved perimeter wall.

X. General Permitted Uses. No portion of The Property shall be used for any purpose other than offices, service industries, commercial or light industrial uses which do not cause smoke, soot, dust, fumes or other gases, noise or vibration to be exhausted or emitted into the air beyond the premises wherein such use is located.

Y. Exterior Activities. All light manufacturing activities permitted by the applicable zoning ordinance shall be confined within a building or buildings, provided, however, minor ancillary activities associated with the manufacturing process may be located outside a building if screening requirements, as set forth in this document have been observed.

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2. Prohibited Uses. The following operations and uses shall not be permitted on any of The Property subject to these Declarations:

- (1) Any use not allowed by Scottsdale Building Department.
- (2) Residential, except for occupancy by a caretaker or operator employed on the premises, together with his or her family.
- (3) Trailer courts.
- (4) Labor camps.
- (5) Junk yards.
- (6) Distillation of bones.
- (7) Dumping, disposal, incineration, reduction or transfer of garbage, sewage, dead animals or refuse.
- (8) Fat rendering.
- (9) Stockyard or slaughter of animals.
- (10) Refining of petroleum or its products.
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- (11) Smelting of iron, tin, zinc or other ores.
- (12) Cemeteries.
- (13) Jail, penal, detention or correction farms.
- (14) Gasoline service stations except at sites specifically designated by Declarant.
- (15) Any operation or use which is dangerous or unsafe to others or which constitutes a nuisance.
- (16) Plating shops, sheet metal fabrication and welding shops, except as might be required as an integral part of an overall light industrial manufacturer.
- (17) Butane distributors.
- (18) Paint and varnish bulk warehouse storage.
- (19) Motor repairing and rewinding.

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(20) Motor freight company warehouses.

(21) Meat packing or smoking or processing.

(22) Transfer company trucking terminal.

Section 2. Restrictions and Exemption for Purpose of Construction, Development and Sale.

A. Restrictions. All developers and/or contractors shall, during the period of construction, development and sale of The Property, maintain the property in a condition free of unsightly trash and debris. In the event that Declarant shall determine, within its sole and absolute discretion (although the same may be unreasonably exercised), that a condition of unsightly trash and debris exists within or upon The Property, the Owner shall, within five (5) days following receipt of notice from Declarant to that effect, remove such trash and debris. In the event that the Owner shall fail or refuse to comply with said notice, Declarant shall have the right and option to enter upon The ^{Unofficial Document} Property for the purpose of removing said trash and debris, and Owner shall reimburse Declarant for any and all costs reasonably and necessarily incurred in effecting such removal upon demand.

B. Exemption. Declarant shall be exempt during the period of subdivision, construction, development and sale from these restrictions and shall have the right during said period to grant reasonable and specifically limited exemptions from these restrictions to any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor, and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

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ARTICLE III
MISCELLANEOUS

Section 1. Enforcement. Declarant, as the developer of McCormick Ranch, shall have the primary right to enforce the restrictions set forth in Article II of this Declaration until December 31, 1991, or until McCormick Ranch is fully developed and sold by Declarant, whichever occurs sooner, after which said right shall vest in any association of owners of McCormick Ranch property; and, except for judicial construction, Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and properties benefited or bound by the restrictions herein. In granting authorization or approval for variances from the restrictions set forth herein, and otherwise, Declarant shall have the power to promulgate written rules and regulations and to make reasonable classification of the property on the basis of intended use, actual use, location, density and the overall plan for the development of McCormick Ranch. Declarant shall have, and The Property shall be subject to, reasonable rights of entry and inspection for the purpose of determining compliance or verifying noncompliance with these restrictions.

Section 2. Successors and Assigns of Declarant. Declarant shall have the right to assign any of the rights and powers granted or reserved to Declarant in Articles II and III hereof; and, in the event of any such assignment, the term Declarant shall be deemed to include the assignee of Declarant and any

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subsequent assignee. Any such assignment must be expressed in writing and recorded in the office of the Maricopa County, Arizona Recorder. No such assignment shall be deemed to arise by implication. The term Declarant shall likewise be deemed to include, irrespective of any express assignment, any successor of Declarant to the entire remaining development rights and interests of Declarant relative to the McCormick Ranch property.

Section 3. Delegation. The rights and powers vested in Declarant by Articles II and III hereof may in its discretion from time to time be delegated to a committee, including, without limitation, the Board of Directors of McCormick Ranch Property Owners' Association, Inc.

Section 4. Relation to Architectural Control. Nothing contained in Articles II and III hereof is intended to limit the nature or extent of, or to be otherwise in derogation of, architectural control reserved to any person or entity by any other document or instrument of record with reference to The Property, including, without limitation, the rights and powers of Declarant, its successors, assigns and delegates reserved in the instrument described and referred to in Article IV hereof, or to waive or to suggest standards with reference to the requirements thereof. In addition to any applicable provisions hereof, such items are, by way of example only and not by way of limitation, fencing and building setback requirements from streets and adjacent property, elevations, height limitations, landscaping, open space requirements, surfacing, signing and lighting shall be governed by the provisions of such document or instruments.

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Section 5. Term. These restrictions shall be binding upon The Property and each owner thereof from the date hereof until December 31, 2021; and they shall thereafter be automatically renewed and extended for successive periods of ten (10) years each, unless within the six (6) months preceding the expiration of the initial term or any extended term hereof, there is placed of record in the office of the County Recorder of Maricopa County, Arizona, a written Declaration of Termination signed and acknowledged by seventy-five percent (75%) of the owners, both in number and with respect to full cash value as defined in the Master Declaration.

Section 6. Amendments. Until December 31, 1991, no amendment of this Declaration shall be valid or effective unless consented to in writing and acknowledged by Declarant. Otherwise, this Declaration may be amended by a Declaration of Amendments signed and acknowledged by eighty percent (80%) of the owners, both in number ^{Unofficial Document} and with respect to full cash value as defined in the Master Declaration. Any such Amendment shall be effective only from and after the date of recording thereof in the office of the County Recorder of Maricopa County, Arizona.

Section 7. Waivers and Permissions. Any waiver of, or permission for variance from, any restriction granted by the Declarant must be in writing to be effective; and no such waiver or permission shall constitute a general waiver with reference to other or different occasions, lots or property, or activities.

Section 8. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

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Section 9. Rule against Perpetuities. If any interest purported to be created by this Declaration of Restrictions is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as to the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board of Directors of the McCormick Ranch Property Owner's Association who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 10. Change of Circumstances. Except as otherwise expressly provided in this Declaration of Restrictions, no change of conditions or circumstances shall operate to extinguish, terminate or ^{Unofficial Document} modify any of the provisions hereof.

Section 11. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration of Restrictions, the Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Association's right, activities and duties, provided said rules and regulations are not inconsistent with the provisions hereof.

Section 12. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration of Restrictions notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the Recorder of Maricopa County, Arizona, Declarant makes no warranties or representations whatsoever that the

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plans presently envisioned for the complete development of the community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subject to this Declaration of Restrictions, or that such land (whether or not it has been subject to this Declaration of Restrictions) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Section 13. References to the Restriction and Deeds.

Deeds to any lot or any part of the property may contain Restrictions herein set forth by reference to this Declaration of Restrictions; but regardless of whether any such reference is made in any Deed, each and all of the Restrictions shall run with the land, be binding upon and for the benefit of the grantee-owner and his heirs, executors, administrators, successors and assigns. Said Restrictions are also for the benefit of the owners and occupants of other properties within McCormick Ranch.

Section 14. Successors and Assigns of Declarant. Any reference in this Declaration of Restrictions to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 15. Gender and Number. Wherever the context of this Declaration of Restrictions so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 16. Captions and Titles. All captions, titles or headings of the Articles and Sections of this Declaration of

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Restrictions are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context hereof.

Section 17. Notice of Approval. Where, under the terms and conditions hereof, the approval of Declarant is permitted or required, notice of Declarant's decision to grant or withhold such approval shall be furnished owner within thirty (30) days following owner's request therefor, and Declarant's approval shall not be unreasonably withheld. Declarant's failure to notify owner within the period provided in this Section 17 shall be conclusively deemed an approval in accordance with owner's request. If any dispute shall arise between Declarant and the Owner concerning the interpretation of this Section 17, or the reasonableness of Declarant's conduct hereunder, the same shall be submitted to arbitration in Maricopa County, Arizona Unofficial Document a panel of not less than three (3) arbitrators, pursuant to the rules of the American Arbitration Association in effect in the State of Arizona.

ARTICLE IV

RESERVATION OF ARCHITECTURAL CONTROL

Section 1. Declarant has heretofore reserved in the document recorded at Docket 9148, pages 701 to 705, Records of Maricopa County, Arizona, certain rights pertaining to architectural control.

Section 2. In addition to the restrictions contained and set forth in Article II hereof, all of the property is hereby further restricted as follows:

A. Signs. No exterior signs or advertisements of any kind may be placed, allowed or maintained on The Property without prior approval and authorization of the Declarant.

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B. Change in Intended Use or Business. No portion of The Property may be developed or redeveloped otherwise than in accordance with its original intended use and for its original intended business, without the prior written authorization and approval of Declarant.

C. New and Permanent Construction. All buildings and other structures on The Property shall be of new and permanent construction; and no structure shall be moved from any location on or off The Property onto any portion of The Property, provided, however, that temporary structures may be placed and maintained on The Property in connection with the construction of buildings, structures or improvements thereon if previously approved and authorized in writing by the Declarant. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

D. Antennas. No ^{Visible} exterior television, radio or other antenna of any type shall ^{be} placed, allowed, or maintained upon The Property without prior written approval and authorization of the Declarant.

E. Enforcement. Declarant, as the developer of McCormick Ranch, shall have the primary right to enforce the restrictions set forth in this Section 2 of Article IV of this Declaration until December 31, 1991, or until McCormick Ranch is fully developed and sold by Declarant, whichever occurs sooner, after which said right shall vest in the Committee described and referred to in Section 2.F. hereof.

F. Committee. The Committee shall consist of not less than three (3) nor more than five (5) members who shall be owners of commercial real property within the area commonly known as McCormick Ranch Center. Members shall serve for a

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term of one (1) year or until their successor has been appointed in the manner hereinafter specified. The Declarant shall appoint the initial members of the Committee and shall, until December 31, 1991, or until McCormick Ranch is fully developed and sold by Declarant, whichever occurs sooner, have the right from time to time to appoint members to succeed those whose terms have expired or whose offices have been vacated, or for the purpose of enlarging the Committee. Thereafter, upon the expiration of the term of any member of the Committee, or upon the occurrence of any vacancy upon the Committee, the successor to any member whose term has expired or whose office has been vacated, shall be appointed by the Board of Directors of the McCormick Ranch Property Owners' Association, an Arizona non-profit corporation. If the Committee shall consist of less than five (5) members it may at any time be enlarged to an aggregate of five (5) members by the Board of Directors. A majority of the members Unofficial Document office at any time shall constitute a quorum for the purpose of transacting the Committee's business.

Section 3. The power reserved in Section 2 hereof and the instrument described in Section 1 may be delegated by Declarant, in its discretion from time to time to the Committee described and referred to in Section 2.F. of this Article IV.

Section 4. Notwithstanding the provisions contained and set forth in Section 2 and the document referred to in Section 1 of this Article the power of enforcement reserved therein and herein may not be assigned to any person or entity other than a committee consisting of owners of commercial property within the area commonly known as the McCormick Ranch Center. Any such assignment must be express, in writing, and recorded in

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the office of the aforesaid County Recorder. No such assignment shall be deemed to arise by implication.

If any provision hereof should be held invalid, the remaining provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, BOTABA REALTY COMPANY, a Texas General Partnership, dba TRANSCONTINENTAL PROPERTIES, has hereunto caused its name to be signed by the signature of its duly authorized official as of the day and year first above written.

BOTABA REALTY COMPANY, a Texas General Partnership, dba TRANSCONTINENTAL PROPERTIES, By its General Partner, TRANSCONTINENTAL CORPORATION, a California corporation

By *Larry J. Hansen*
Larry J. Hansen, Vice President

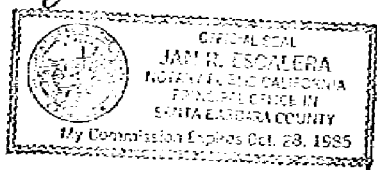
STATE OF CALIFORNIA) Unofficial Document
)
 : ss.
 County of Santa Barbara)

The foregoing instrument was acknowledged before me this 10th day of December, 1982, by LARRY J. HANSEN, ^{senior} Vice President of TRANSCONTINENTAL CORPORATION, a California corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Jan R. Escalera
Notary Public

My Commission expires:
October 28, 1985



(K) 1650831094

Collar, Williams & White Engineering, Inc.

Consulting Engineers

WALDO'S WHITE
President
DONALD M. COLLAR, PE
Vice President
HOWELL WAGGONER, PE, RLS
Secretary/Treasurer
GEORGE J. TAYLOR, PE
790402-59

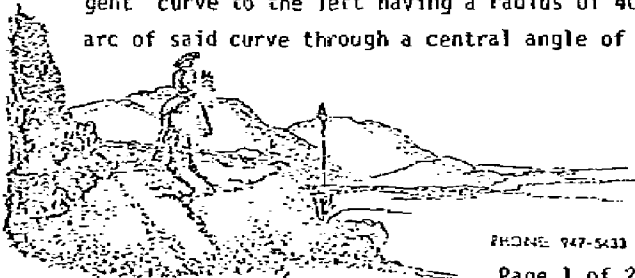
DESCRIPTION
FOR
TRANSCONTINENTAL PROPERTIES
SMITTY'S PARCEL

2922 NORTH 70TH STREET
SCOTTSDALE, ARIZONA 85251

October 12, 1982

Being a portion of Section 30, T. 3 N., R. 5 E., G. & S. R. B. & M., Maricopa County, Arizona, more particularly described as follows:

Commencing at the SW Corner of said Section 30; thence S 89°46'51" E along the South line of the SW 1/4 of said Section 30 for a distance of 1.32 feet to a point on the centerline of Pima Road as recorded in Docket 13359, Page 178, Maricopa County Records, said point beginning a curve to the right the center of which bears S 87°39'54" E for a distance of 2000.00 feet; thence Northerly along the arc of said centerline through a central angle of 20°48'58" and a distance of 726.62 feet; thence S 66°50'56" E for a distance of 95.00 feet to a point on the Easterly right-of-way line of Pima Road and the True Point of Beginning; thence N 23°09'04" E along said right-of-way line for a distance of 669.84 feet; thence S 66°50'56" E for a distance of 418.00 feet; thence N 23°09'04" E for a distance of 20.07 feet to the beginning of a curve to the left the center of which bears N 27°19'07" E for a distance of 70.00 feet; thence Easterly along the arc of said curve through a central angle of 94°36'47" and a distance of 115.59 feet; thence N 22°42'20" E for a distance of 38.37 feet to the beginning of a tangent curve to the right having a radius of 190.00 feet; thence Northeasterly along the arc of said curve through a central angle of 38°22'40" and a distance of 127.27 feet to the beginning of a curve to the right the center of which bears S 28°55'00" E for a distance of 220.00 feet; thence Easterly along the arc of said curve through a central angle of 40°37'48" and a distance of 156.01; thence S 78°17'12" E for a distance of 42.00 feet to the beginning of a tangent curve to the right having a radius of 20.00 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" and a distance of 31.42 feet; thence S 11°42'48" W for a distance of 647.75 feet to the beginning of a tangent curve to the left having a radius of 400.00 feet; thence Southerly along the arc of said curve through a central angle of 13°00'10" and a distance of 90.78 feet



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Continued-----

EXHIBIT A

To Declaration of Restrictions

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Follar, Williams & White Engineering, Inc.

Consulting Engineers

MALCOLM S. WHITE
President
DONALD H. COLLIER, PE
Vice President
ROBERT E. WAGNER, PE, RES
Secretary/Treasurer
GEORGE J. TERRY, PE

2922 NORTH 70TH STREET
SCOTTSDALE, ARIZONA 85251

DESCRIPTION

FOR

TRANSCONTINENTAL PROPERTIES

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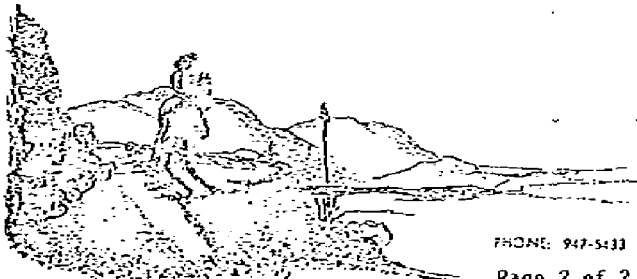
SMITTY'S PARCEL

October 12, 1982

to the beginning of a curve to the left the center of which bears N 88°42'38" E for a distance of 595.00 feet; thence Southerly along the arc of said curve through a central angle of 14°19'21" and a distance of 148.74 feet to the beginning of a curve to the right the center of which bears S 74°23'16" W for a distance of 20.00 feet; thence Southwesterly along the arc of said curve through a central angle of 89°57'11" and a distance of 31.40 feet to the beginning of a curve to the right the center of which bears N 15°39'33" W for a distance of 1945.00 feet; thence Westerly along the arc of said curve and along the Northerly right-of-way line of Via Linda through a central angle of 23°39'15" and a distance of 802.98 feet; thence N 82°00'18" W along said line for a distance of 208.82 feet to the beginning of a tangent curve to the right having a radius of 20.00 feet; thence Northwesterly along the arc of said curve through a central angle of 96°32'04" and a distance of 33.70 feet to the beginning of a curve to the right the center of which bears S 75°28'14" E for a distance of 1905.00 feet; thence Northeasterly along the arc of said curve and along the Easterly right-of-way line of Pima Road through a central angle of 8°37'18" and a distance of 286.66 feet to the True Point of Beginning.

EXCEPT all minerals as reserved to the United States of America in Patent to said land.

Containing 18.475± Acres



PHONE: 947-5433

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EXHIBIT A