

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MMW
DEPUTY RECORDER
0503 PE1

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TUCSON, ARIZONA 85741
Attention: Community Manager

**CERTIFICATE OF COMPLETE RESTATEMENT
AND AMENDMENT OF RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CONTINENTAL RANCH**

**(Completely Restating and Amending Instrument Recorded in
Instrument No. 94082674, Docket 9778, Page 2382)**

RE-RECORDED TO CORRECT SCRIVENER'S ERROR SO AS TO ATTACH
THE LEGAL DESCRIPTION AS EXHIBIT "A"

This Certificate of Complete Restatement and Amendment for Restated and Amended Declaration of Covenants, Conditions and Restrictions for Continental Ranch ("Declaration"), is made by Continental Ranch Community Association, an Arizona non-profit corporation ("Association"), in recognition of the following facts and intentions:

A. On March 10, 1994, Association executed that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions for Continental Ranch ("Original Declaration"), which was recorded on March 31, 1994, as Instrument No. 94064475 in Docket 9761, commencing at page 630 of the Official Records in the office of the Pima County Recorder, and re-recorded to attach a legal description as Exhibit "A" thereto on April 25, 1994, as Instrument No. 94082674 in Docket 9778, commencing at page 2382 of the Official Records in the office of the Pima County Recorder.

B. The Original Declaration was subsequently amended by instruments recorded on November 8, 1994, as Instrument No. 94207399 in Docket 9915, commencing at page 1857, on July 22, 1994, as Instrument No. 94144852 in Docket 9840, commencing at page 2384, on June 16, 1997, as Instrument No. 97092630 in Docket 10567, commencing at page 296, on November 5, 1998, as Instrument No. 19981940329 in Docket 10917, commencing at page 903, on December 5, 2000, as Instrument No. 20002340356 in Docket 11438, commencing at page 1376, all of the Official Records in the office of the Pima County Recorder (collectively, "Amendments").

C. The Original Declaration and the Amendments may be referred to herein collectively the ("Former Declaration").

D. The Former Declaration presently affects that certain real property located in the Town of Marana ("Town"), Pima County ("County"), Arizona, as described in the Former Declaration.

E. Pursuant to Section 13.2 of the Former Declaration, the Association (on behalf of the Owners) desires to completely restate and amend the Former Declaration by this Declaration, and certifies that this Declaration had been duly approved in the manner required by the Former Declaration, including the requirement that, at a meeting called for that purpose and held on October 29, 2002, the Owners casting at least sixty-seven (67%) of the votes then entitled to be cast voted affirmatively for the adoption of the Declaration.

Now, THEREFORE, pursuant to Section 13.2 of the Former Declaration, the Former Declaration is hereby restated and amended as follows:

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ARTICLE 1

DEFINITIONS

As used in this Declaration, the following terms shall have following meanings:

1.1. **"Additional Covenants"** means those covenants, conditions and restrictions which are in addition to those set forth in this Declaration, and which are set forth in any Subsidiary Declaration, any Tract Declaration, any Recorded contract, deed, declaration or other instrument or any supplement to this Declaration which is applicable to one or more Parcels.

1.2. **"Age Restricted Parcel"** means any Parcel which has been restricted in use, pursuant to a Tract Declaration, to provide housing primarily for persons 55 years of age or older, in compliance with applicable state and federal laws.

1.3. **"Agencies"** mean Federal Housing Administration "FHA", Veterans Administration "VA", Federal National Mortgage Association; the Federal Home Loan Mortgage Corporation and any other governmental agencies or financial institutions.

1.4. **"Annual Assessment"** means the annual assessments which are levied by the Board pursuant to Section 8.3 of this Declaration.

1.5. **"Apartment Parcel"** means a Parcel designated pursuant to Section 5.1 of this Declaration as having a Residential Apartment Development Land Use Classification.

1.6. **"Apartment Unit"** means a Dwelling Unit which is located on a portion of the Covered Property which has been designated as being for Residential Apartment Development Use, the occupancy of which is governed by a rental agreement as defined in the Arizona Residential Landlord Tenant Act, A.R.S. §33-1301, et seq.

1.7. **"Articles"** refer to the Articles of Incorporation of Continental Ranch Community Association, Inc. which were filed in the Office of the Arizona Corporation Commission and which may be amended from time to time.

1.8. **"Assessments"** refer to the Annual Assessments, Special Assessments and Maintenance Assessments.

1.9. **"Assessment Lien"** means the lien in favor of the Association and against an Owner's Lot or Parcel for the payment of Assessments and Special Use fees as described in Article 8 of this Declaration.

1.10. **"Assessment Period"** means each period for which Assessments are levied against a Lot or Parcel pursuant to this Declaration, as set forth in Section 8.3 of this Declaration.

1.11. **"Association"** refers to the Continental Ranch Community Association, Inc., an Arizona non-profit corporation, its successors and assigns.

1.12. **"Association Rules"** refers to those guidelines, standards, rules and regulations as promulgated and amended by the Board from time to time, pursuant to Section 6.3 of this Declaration.

1.13. **"Board"** means the Board of Directors of Continental Ranch Community Association.

1.14. **"Bylaws"** refer to the Bylaws of the Association, as may be amended from time to time by the Members of the Association.

1.15. **"Common Areas"** are defined as all of the real and personal property owned by the Association for the common use and enjoyment of the Members of the Association, including, but not limited to, all recreational facilities, swimming pools, jogging paths, walkways, pedestrian and vehicular ingress and egress.

1.16. **"Condominium Parcel"** means a Parcel which is designated under Section 5.1 of this Declaration as having a Residential Condominium Development Land Use Classification.

1.17. **"Condominium Unit"** refers to a Dwelling Unit, together with any appurtenant interest in the "common elements", as defined in the Arizona Condominium Act, A.R.S. §33-1200 et seq.

1.18. **"Continental Ranch Specific Plan"** means the conceptual or site development plan for Continental Ranch which is approved by the County or any other governmental entity having the authority to approve and regulate master plans for planned area developments. A copy of the applicable Continental Ranch Specific Plan shall be on file at all times in the Association's office.

1.19. **"Covered Property" or "Properties"** means the property which is described in Exhibit "A".

1.20. **"Declaration"** refers to this Declaration as may be amended from time to time.

1.21. **"Developer Owner"** means a Person in the business of developing, leasing and/or selling real property and who has acquired one or more Lots or Parcels with the intent of leasing, selling or developing such Lots or Parcels. This shall also include a Person who acquires a Non-Residential Parcel for that Person's own development and use.

1.22. **"Dwelling Unit"** is defined as the real property and improvements placed within the boundary of any Lot, including garages, and which is intended for the use and occupancy as a residence by a Single Family.

1.23. **"Exempt Property"** means portions of the Covered Property which are not subject to Assessments, including:

1.23.1. All Government Property;

1.23.2. A Parcel having a Land Use Classification of "School Use" or "Church Use", unless the Tract Declaration or other appropriate Recorded Instrument specifies that the Parcel is subject to Assessment;

1.23.3. All Common Areas for so long as the Association is the owner of such Common Areas; and

1.23.4. All Limited Common Areas.

1.24. **"FHA"** refers to the Federal Housing Administration.

1.25. **"Foreclosure"** refers to the foreclosure, the acceptance of a deed in lieu of foreclosure, or the transfer of title by a trustee's deed at a trustee's sale, of a mortgage, deed of trust or other security interest in any Lot or Parcel.

1.26. **"Funds"** are defined as those funds and property collected and received by the Association from any source.

1.27. **"Government Property"** means all land and improvements which are owned by or dedicated to the public or governmental agency or authority for so long as the public or governmental agency or authority is the owner or beneficiary, except land and/or improvements which are owned and/or operated by a public or governmental agency or authority which is acting in a proprietary capacity.

1.28. **"Guidelines"** means those rules and regulations adopted, amended and supplemented by the Review Committee pursuant to Section 4.5 of this Declaration.

1.29. **"Land Use Classification"** refers to the classification of a portion of the Covered Property for a particular use, as described in Section 5.1 of this Declaration.

1.30. **"Limited Common Areas"** means those areas of any Parcel which have been designated on a Tract Declaration or a Recorded Subdivision plat as an area to be used in common by the Owners or Occupants of that Parcel or Subdivision. The Limited Common Areas shall be maintained by the Owners of the Parcel or Subdivision or by a homeowners' or similar Subsidiary Association which is established for that purpose.

1.31. **"Lot"** refers to:

1.31.1. Any numbered plot of land shown as a Lot on any recorded Tract Declaration or subdivision plat of the Properties, which covers any Parcel or portion of a Parcel

which is limited by a Tract Declaration, Subsidiary Declaration or other Recorded instrument to Single Family Residential Use or Cluster Residential Use; or

1.31.2. A Condominium Unit; or

1.31.3. The term "Lot" does not include Exempt Property.

1.32. **"Maintenance Assessments"** means those assessments which are levied by the Board pursuant to Section 8.6 of this Declaration.

1.33. **"Member"** refers to a person entitled to membership as provided in the Declaration.

1.34. **"Net Acre"** refers to a gross acre less any dedicated rights-of-way and Common Areas.

1.35. **"Non-Developer Owner"** means any Owner who is not a Developer Owner.

1.36. **"Non-Residential Parcel"** means a Parcel restricted under a Tract Declaration or other Recorded Instrument to non-residential uses or a Parcel on which no Tract Declaration has been recorded but which is designated for non-residential use on the Continental Ranch Specific Plan.

1.37. **"Occupant"** refers to any Person, other than an Owner, who occupies a Lot, Parcel or any portion thereof as a Resident, Tenant, Licensee or otherwise, other than on a transient basis.

1.38. **"Owner"** refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is part of the Covered Property, including a buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

1.39. **"Parcel"** means each area of the Covered Property which is limited to a specific Land Use Classification by a Tract Declaration. It also includes any lot (as distinguished from a "Lot" as defined in Section 1.34), pad or sub-parcel, if such lot, pad or sub-parcel was created by a parcel split or subdivision approved or permitted in accordance with Section 5.3.9. Notwithstanding the preceding sentence, a Parcel, other than a Non-Residential Parcel, shall no longer be considered as a Parcel when the subdivision plat or declaration of condominium creating Lots or Units, is recorded. In the case of phased in development of a Parcel which has a Land Use Classification of Cluster Residential Use, Single Family Residential Use or Residential Condominium Development Use, those portions which are not yet covered by a Recorded subdivision plat or declaration of condominium, shall continue to be referred to as a "Parcel". For purposes of determining voting rights, Assessments and Membership rights attributable to portions of the Covered Property, a Parcel shall include all of those portions of the property which are not subject to a Tract Declaration, other than Exempt Property.

1.40. **"Person"** shall include a corporation, limited liability company, partnership, firm, association or society, as well as a natural person.

1.41. **"Recorded Assessment Lien"** means a Lien recorded by the Board against a Lot or Parcel for the non-payment of Assessments, plus late fees, interest, attorney's fees and other collection costs. The Board's failure to record an Assessment Lien shall not invalidate the Assessment Lien on any such Lot or Parcel.

1.42. **"Resident"** means:

1.42.1. A Tenant residing on the Covered Property and each member of the Tenant's immediate family who is residing on the Covered Property;

1.42.2. Each Owner residing on the Covered Property and each member of the Owner's immediate family who is residing on the Covered Property; and

1.42.3. Any other Person who is authorized by the Board including the guests of an Owner or Tenant.

1.43. **"Residential Apartment Development"** refers to a development comprised of or to be comprised of Apartment Units and surrounding real property for the use of the residents of the Apartment Units, all of which shall be owned by the same Person.

1.44. **"Residential Condominium Development"** means a development comprised of Condominium Units and the surrounding Limited Common Areas or Common Elements.

1.45. **"Review Committee"** refers to the committee formed pursuant to Article 4 of this Declaration.

1.46. **"Rules"** shall mean any rules or regulations adopted by the Board which govern the conduct of the owners, their families, tenants and lessees in the common recreational areas and the conduct of such persons when such conduct affects the other owners or the value, desirability and aesthetics of the Properties.

1.47. **"Single Family"** refers to a group of persons related by blood, marriage or legal adoption, or a group of not more than three unrelated persons who maintain a common household.

1.48. **"Single Family Parcel"** means a Parcel designated under Section 8.5 of this Declaration as having a Single Family Residential or Cluster Residential Land Use Classification.

1.49. **"Special Assessments"** mean the assessments which are levied by the Board under Section 8.5 of this Declaration.

1.50. **"Special Use Fees"** means any fees charged by the Association for the use of the Common Areas pursuant to Section 3.1.1 of this Declaration.

1.51. **"Subsidiary Association"** refers to an Arizona nonprofit corporation, its successors and assigns, established to administer and enforce the provisions of any Subsidiary Declaration.

1.52. **"Subsidiary Declaration"** means any declaration of covenants, conditions and restrictions, other than a Tract Declaration, which is recorded after the recording of this Declaration, and which is consistent and subordinate to this Declaration and any applicable Tract Declaration. Except to the extent provided for in Section 6.5.2, all Subsidiary Declarations must expressly state that they are subject and subordinate to this Declaration.

1.53. **"Tenant"** means a Person who occupies any portion of the Covered Property under any type of rental agreement, whether or not such rental agreement was executed pursuant to the Arizona Residential Landlord-Tenant Act, A.R.S. §33-1301, et. Seq.

1.54. **"Tract Declaration"** refers to any declaration of covenants, conditions and restrictions, which is recorded after the recording of this Declaration, and which is consistent and subordinate to this Declaration and which, among other things, specifies a Land Use Classification for one or more Parcels or Lots.

1.55. **"VA"** means the United States Veterans Administration.

1.56. **"Visible from Neighboring Property"** means any object or thing which is visible and discernable to an individual whose eyes are six feet above the ground level and who is standing at ground level on any portion of the Covered Property.

ARTICLE 2

PROPERTY AND PERSONS BOUND BY THIS DECLARATION

2.1. General Declaration.

2.1.1. Except to the extent of the right of the Association or any Owner to enforce the parking restrictions herein, property owned by or dedicated to a governmental agency or to the public shall not be subject to this Declaration. However, any restrictions imposed in this Declaration upon the Owners and Occupants concerning the use and maintenance of any property which is dedicated to a governmental agency or to the public shall apply to that property at all times. This Declaration sets forth a general plan for the development and sale of the Covered Property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property. This Declaration shall run with the Covered Property for all purposes

and shall be binding upon and inure to the benefit of the Association, and all Owners and Occupants of the Covered Property and their successors in interest.

2.1.2. Nothing in this Declaration or in any Subsidiary Declaration or Tract Declaration shall be construed to prevent the Association from modifying any part of the Continental Ranch Specific Plan as it applies to any property to which a Subsidiary Declaration or Tract Declaration has not been Recorded, or from dedicating or conveying portions of Continental Ranch not subject to this Declaration (if any) for uses other than as a Lot, a Parcel, or as Common Areas.

2.2. **Owners and Occupants Bound.** Upon the recording of this Declaration, this Declaration shall be binding upon all Owners and Occupants of the Covered Property and their successors and assigns, whether or not stated in any document or deed transferring any interest in any Parcel or Lot to or from such Owners or Occupants.

2.3. **Association Bound.** This Declaration shall be binding upon and benefit the Association, and its successors and assigns.

2.4. **Subsidiary Associations Bound.** Upon the incorporation of any Subsidiary Association, this Declaration shall be binding upon and shall benefit such Subsidiary Association.

ARTICLE 3

EASEMENTS AND RIGHTS OF ENJOYMENT IN THE COMMON AREAS

3.1. **Easements and Rights of Enjoyment.** Each Owner shall have a nonexclusive easement for the use and enjoyment in and to the Common Areas, which nonexclusive easement shall be appurtenant to and shall pass with the title to each Owner's Lot or Parcel. All Occupants shall have a nonexclusive, nontransferable temporary license to use and enjoy the Common Areas so long as they remain Occupants. The foregoing grants and rights are subject, among other things, to the following limitations:

3.1.1. The Association has the right to charge Special Use fees for the use of the Common Areas. The Special Use Fees shall be set by the Board from time to time, in its absolute discretion. Special Use Fees shall be charged only for actual entry upon or utilization of those Common Areas selected by the Board to be subject to a Special Use Fee. Special Use Fees shall be collected from the actual users of such selected Common Areas so that all of the costs of operating such selected Common Areas are not borne by all of the Owners through Annual Assessments, but rather are borne, at least in part, by the Owners, Occupants and other Persons who use such selected Common Areas.

3.1.2. The Association may in its absolute discretion, suspend the right of an Owner, his/her family, or his/her lessees or tenants, to use the recreational facilities for any period during which any assessment against a Lot or Parcel remains unpaid or for any

violation of this Declaration or the Rules of the Association. The Association also has the right to suspend the voting rights of any Owner for any period in which the assessment against his/her Lot or Parcel remains unpaid or for any violation of this Declaration or the Rules and Regulations of the Association.

3.1.3. The Association has the right to limit the number of guests of Owners and Occupants, or the number of Persons from Non-Residential Parcels, who may use the Common Areas.

3.1.4. The Association has the exclusive right to control and manage the use of the Common Areas in accordance with this Declaration.

3.1.5. The Association shall establish a separate rate or amount for Special Use Fees for the use of Common Areas (located outside of an Age Restricted Parcel) by any Owners or Occupants of a Lot located in an Age Restricted Parcel. The Special Use Fees shall be collected by the Association in any reasonable manner, pursuant to rules and regulations promulgated by the Association and applied on a uniform and non-discriminatory manner. Such rules and regulations shall also regulate the use of said Common Areas by the Owners and Occupants of Age Restricted Parcels. In the event of a default by any Owner or Occupant in the payment of any Special Use Fees, then the Association shall have all rights and remedies otherwise available pursuant to Articles 8 and 9 herein, including, without limitation, revocation of the defaulting Owner's or Occupant's right to use said Common Areas or the imposition of Additional Charges (defined under Section 8.10) and fines and penalties (contemplated by Section 8.12) and liens (including the enforcement thereof, as contemplated in Section 9.1). The intent of this provision is to require such Owners and Occupants to be charged Special Use Fees (in absence of Special Use Fees applicable to other Owners) or greater Special Use Fees (than are otherwise applicable to other Owners) for the use of Common Areas in consideration of the reduced rate of Assessments imposed upon Owners of Lots in Age Restricted Parcels.

3.1.6. The Common Areas of an Age Restricted Parcel shall not be used by any Person other than the Owners and Occupants within said Age Restricted Parcel, unless expressly permitted by either the applicable Subsidiary Declaration or by rules and regulations issued by the applicable Subsidiary Association.

3.2. Ingress and Egress Over Certain Common Areas:

3.2.1. The Association may own land or have a beneficial interest in an easement which is intended to be used for landscaping adjacent to streets in Continental Ranch. This landscaped area may separate a Parcel or portions of a Parcel from the street nearest to the Parcel, thereby creating a need for the Owner of the Parcel to have ingress and egress rights over the landscaped area to have access to the street. Therefore, the Association creates, grants and conveys to the Owner and Occupants of each Parcel, their agents, employees, guests and invitees, a permanent, nonexclusive easement (an "Access Easement") for vehicular and pedestrian ingress and egress in,

upon, over and across such landscaped area (a "Landscape Tract"). At such time as the exact location of an Access Easement is determined with respect to a particular Parcel and approved by the Review Committee, as applicable, it shall be indicated on the Recorded subdivision plat or plats for the parcel or on such other Recorded instrument which is mutually acceptable to the Review Committee, as applicable, and to the Owner of such Parcel. The Association retains and reserves the right to use each Landscape Tract for drainage, irrigation lines, pedestrian and bicycle paths, and any other purposes which do not preclude the uses permitted herein.

3.2.2. At its sole cost and expense, the Owner of a Parcel benefited by such an Access Easement shall construct all necessary improvements in connection with such Access Easement, and maintain such improvements in good working order, condition and repair (including, without limitation, all cleaning, sweeping, re-striping and repairing of roadways) and in compliance with all applicable governmental regulations. During the construction phase of the improvements on a Parcel, the Association, as applicable, shall grant to the Owner thereof and its agents and employees, a temporary license to enter upon the applicable Landscape Tract as its reasonably necessary in order to construct such improvements, and such Owner shall be fully responsible and liable for making any and all repairs and replacement of landscaping and other improvements on such Landscape Tract caused by or resulting from such activities.

3.2.3. Unless the Association authorizes the public dedication or transfer of all or any parts of an Access Easement to a municipal corporation, the Owner of the Parcel to which such Access Easement is appurtenant (or the Association, if such Owner fails to do so), shall on an annual basis prohibit the use of such Access Easement by the general public during a twenty-four (24) hour period.

3.2.4. Each Owner, its successors, assigns and grantees, agrees to indemnify and hold harmless the Association, from and against any and all damages, costs and liabilities, including, without limitation, attorneys' fees, real estate taxes and assessments, and mechanics' and materialmen's liens arising out of or in connection with the Access Easement appurtenant to such Owner's Parcel.

3.3 Declaration of Use. Any Owner or Occupant, in accordance with the Association Rules and this Declaration, may delegate his/her rights of use and enjoyment in the Common Areas:

(a) in the case of an Owner or Occupant of property restricted to residential purposes, to the members of his/her family or to his/her tenants or guests (so long as such guests are accompanied by such Owner or Occupant or one or more of his family members); or

(b) in the case of an Owner or Occupant of a non Residential Parcel, to his/her Occupants, employees and customers,

in both cases (a) and (b) subject to the limitations set forth herein and in the Association Rules, provided, however, that the Association Rules may limit the number of Persons from a Non Residential Parcel who may have access to the Common Areas.

3.4. Waiver of Liability for Assessments. No Owner may waive or otherwise escape personal liability for assessments or release the Unit owned by him/her from any lien and charges arising under this Declaration or any Subsidiary Declaration or Tract Declaration, by non-use of the Common Areas by the Owner, his/her guests, employees, customers or Occupants, abandonment of the Lot or Parcel, by attempting to renounce rights in the Common Areas or the facilities or services, or for any other reason.

3.5. Acceptance of Certain Common Areas. In the course of the development and sale of Parcels within the Covered Property, fee title to land which is restricted to use as Common Areas (the "Restricted Tracts") may be transferred by the Association to Persons acquiring fee title to one or more Parcels. In such event, and notwithstanding that fee title to the Restricted Tracts may be held by Persons other than the Association, such Restricted Tracts shall nevertheless be Common Areas for all purposes under this Declaration, and all Owners and Occupants shall have the easements, licenses and right to the use and enjoyment of such Restricted Tracts as with respect to the other Common Areas generally, subject in all cases to the provisions of this Declaration and the Association Rules, and the owners of fee title to such Restricted Tracts shall not interfere with their use and enjoyment as Common Areas pursuant hereto. In the event any person owning fee title to any such Restricted Tract desires at any time to transfer such fee title to the Association, the Association shall accept such fee title so long as, at the time of and in connection with such transfer, the Person transferring title to the Association provides to the Association, and at no expense to the Association, a standard coverage owner's policy of title insurance in an amount reasonably acceptable to the Association (but in no event less than the minimum amount, if any, required for such policies by VA or FHA, if VA or FHA are involved in the insurance or guarantee of loans affecting portions of the Continental Ranch project), issued by a title insurance company authorized to transact such business in the State of Arizona, insuring that the Association is the owner of fee title to the transferred Restricted Tract subject only to such liens or other matters as may be approved by the Association, which approval shall not be unreasonably withheld. The Association, in its sole discretion, may withhold its approval of any monetary liens or encumbrances affecting title to any Restricted Tract proposed to be transferred to the Association; except that the Association shall not be entitled to withhold its approval because of non-delinquent real estate taxes provided that the transferor has agreed in writing to pay such taxes prior to the date they become delinquent.

3.6. Easements for Encroachments. Each Lot or Parcel and the property included in the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, and for common walls. A valid easement for those encroachments and for the maintenance of such shall continue for so long as these encroachments exist.

ARTICLE 4

ARCHITECTURAL AND LANDSCAPING RESTRICTIONS AND CONTROL

4.1. Landscaping Restrictions.

4.1.1. **General Requirements.** Except as expressly provided for in this Declaration or as approved by the Review Committee, landscaping on the Covered Property shall comply with the provisions of the Guidelines.

4.1.2. **Restrictions Applicable to Lots and Parcels.** All Lots and Parcels, excluding driveways and parking areas, and in the case of a Lot, excluding that portion of the Lot, if any, which is enclosed by a perimeter wall around the rear yard, shall be landscaped in a manner and using plants and soil which have been approved by the Review Committee.

4.1.3. **Delegation of Review Committee Authority.** The Review Committee may delegate its rights, powers and authorities set forth under this Article 4 to a board of directors, architectural review committee, or similar body (a "Subsidiary Board") created by a Subsidiary Declaration provided, however,

(i) that the restrictions set forth in this Article 4, including those standards created by the Guidelines, are expressly adopted (without modification or reduction) by the Subsidiary Board,

(ii) that the Review Committee shall review and approve the particular design and architectural guidelines (and any amendments thereto) adopted by the Subsidiary Board (the "Subsidiary Guidelines") which shall be binding upon all Lots within the Parcel subject to the Subsidiary Declaration, and

(iii) that the Review Committee shall have the right to revoke such delegation in the event it finds that the Subsidiary Board, after notice of not less than thirty (30) days and a reasonable time period to cure, is not enforcing the provisions of this Article 4, the Guidelines or the Subsidiary Guidelines.

The review and approval of the Review Committee set forth in (ii) above, (x) shall not be unreasonably withheld, delayed or conditioned, and further, (y) if not expressly withheld or denied within ten (10) days of the submission of a request, shall be deemed thereupon to be given. The intent of this provision is to allow a Subsidiary Declaration to create a governing body to implement the architectural standards contemplated in this Declaration, to impose additional architectural guidelines, and/or to reduce the administrative burden on the Review Committee in regard to the discharge of its responsibilities created in this Article 4. Accordingly, such qualifying delegation shall vest in the Subsidiary board all approval, enforcement and other rights created hereby and any Owner obtaining the approval of the Subsidiary Board shall thereby be deemed to have obtained also the approval of the Review Committee.

4.2. Power and Duties. The Review Committee shall have all of the powers, authority and duties conferred upon it by this Declaration or by the Articles, Bylaws or Association Rules, or by any Tract Declaration. Without limiting the generality of the foregoing, it shall be the duty of the Review Committee to consider and act upon all proposals or plans submitted to it, to adopt the Guidelines, to perform any other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration and/or any Rules adopted by the Board.

4.3. Organization of the Review Committee. The Review Committee shall be organized as follows:

4.3.1. Committee Composition. The Review Committee shall consist of three (3) regular members and one (1) alternate member. The Board may, in its discretion, increase the number of members on the Review Committee. A member of the Review Committee shall be a member of the Association or an employee of the Association.

4.3.2. Alternate Members. In the event any member of the Review Committee is absent or unable to serve on this Committee, the remaining regular members, even though less than a quorum, may designate an alternate member to act as a substitute for the regular member of the Review Committee so long as any one or more regular members remain absent or disabled.

4.3.3. Term of Office. Unless a member of the Review Committee has resigned or been removed, his/her term on the Committee shall be for a period of one (1) year, or until the appointment of his/her respective successor. Any new member appointed to replace a member who has resigned or has been removed shall serve for the remainder of that member's unexpired term. Members of the Review Committee who have resigned, been removed or whose terms have expired may be reappointed.

4.3.4. Appointment and Removal. The right to appoint and remove, at any time, and without cause, all regular and alternate members of the Review Committee is vested solely in the Board upon the vote or written consent of at least fifty-one (51%) of the Board members.

4.3.5. Resignations. Any regular or alternate member of the Review Committee may at any time, resign from the Review Committee by giving written notice to the Board.

4.3.6. Vacancies. The Board shall fill any vacancies on the Review Committee. A vacancy on the Review Committee occurs upon the death, resignation or removal of any regular or alternate member.

4.4. Meetings and Compensation of the Review Committee. The Review Committee shall meet, when necessary, to perform its duties. The vote or written consent of a majority of the regular members (including any substitute regular member serving

pursuant to Section 4.3.2) shall constitute the act of the Review Committee. The Review Committee shall keep and maintain a written record of all actions which it takes.

Although members of the Review Committee shall not be entitled to compensation for their services, consultants hired by the Review Committee, as authorized by the Board, may be entitled to compensation at the discretion of the Board.

4.5. Guidelines. Subject to the written approval of the Board, the Review Committee shall adopt, and may from time to time amend, supplement and repeal, the Guidelines. The Guidelines shall interpret, implement and supplement this Declaration, and shall set forth procedures for the review of modifications to improvements, construction, and installation of improvements on any Covered Property, and the standards for development within the Covered Property. The Guidelines shall have the same force and effect as the Association Rules. These Guidelines shall include, without limitation, provisions regarding:

4.5.1. The size of Single Family Dwelling Units;

4.5.2. Architectural design, with particular regard to the harmony of the design with surrounding structures and topography;

4.5.3. Location of improvements and buildings on the Covered Property;

4.5.4. Landscaping design, content and conformity with harmony and integrity in Continental Ranch;

4.5.5. Requirements concerning exterior color schemes, exterior finishes, and materials throughout Continental Ranch;

4.5.6. Signage; and

4.5.7. Perimeter and screen wall design and appearance.

4.6. Obligation to Obtain Approval.

4.6.1. Except as otherwise expressly provided in this Declaration or the Guidelines or any applicable Tract Declaration, the following actions require the prior written approval by the Review Committee of plans and specifications prepared and submitted to the Review Committee in accordance with the provisions of this Declaration and the Guidelines:

4.6.1.1. No improvements, alterations, repairs, excavation, grading, landscaping or other work shall be done which in any way alters the exterior appearance of any property or improvements thereon from their natural or improved state existing on the date a Tract Declaration for such property is first recorded; and,

4.6.1.2. No building, fence, exterior wall, pool, roadway, driveway or other structure, improvement or grading shall be commenced, erected, maintained, altered, changed or made on any Lot or Parcel at any time.

4.6.2. Landscaping shall be in compliance with plans and specifications which have been submitted to and approved by the Review Committee in accordance with the Guidelines.

4.6.3. No material changes or deviations in or from the plans and specifications for any work to be done on the Covered Property, once approved by the Review Committee shall be permitted without approval of the change or deviation by the Review Committee.

4.6.4. No other item or matter required by this Declaration to be approved in accordance with Article 4 shall be done, undertaken or permitted until approved by the Review Committee, subject to the provisions of Section 4.12 below.

4.7. **Waiver.** Approval by the Review Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring approval of the Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

4.8. **Liability.** Neither the Association, the Board nor the Review Committee (nor any member thereof) shall be liable to the Association, any Owner or any other party for any damage, loss or prejudice suffered or claimed on account of:

4.8.1. The approval or disapproval of any plans, drawings or specifications, whether or not defective;

4.8.2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

4.8.3. The development of any Lot or Parcel; or

4.8.4. The execution and filing of any estoppel certificate or statement, whether or not the facts are correct. The liability of any member of the Review Committee, is contingent upon such member acting in good faith on the basis of such information as may be possessed by him/her. The Review Committee, or any member of that Committee, may, but is not required to, consult with or listen to the views of the Board or any Owner regarding the plans, drawings, specifications, or any other proposal submitted for review. The Review Committee shall grant the Owner who is applying for the approval of the Committee, the right to present his/her views to the Review Committee.

4.9. Appeal to Board. Except as provided in this Section 4.9 and in Section 4.12 below, any Owner or Occupant aggrieved by a decision of the Review Committee may appeal the decision to the Board of Directors in accordance with procedures to be established in the Guidelines. The Board shall review the decision of the Review Committee and either approve it, reject it, or modify it. The decision of the Board shall be deemed final and binding and shall modify the Review Committee's decision to the extent specified by the Board.

4.10. Fee. The board shall charge the Owner for any expenses it actually incurs in considering any requests for approvals submitted to it, where the cost of construction exceeds \$1,000.00. This shall include fees charged by professionals hired by the Review Committee to evaluate the plans and specifications. The fee shall be paid at the time the request for approval or review is submitted. Such fee shall be paid by the Owner on the terms and within the time established by the Board. Any fee not paid when required may become a lien against the Lot or Parcel and collected in the same manner as assessments.

4.11. Inspection. Any member or authorized consultant of the Review Committee, or any authorized officer, director, employee or agent of the Association, may enter upon any Lot or Parcel, to inspect the improvements constructed or being constructed on such Lot or Parcel in order to ascertain that such improvements have been, or are being, built in compliance with the Guidelines, plans and specifications approved in accordance with this Article 4, this Declaration, and any applicable Tract Declaration. Prior to any inspection of a Lot or Parcel, the Association shall provide the Owner with up to two notices of its intent to conduct this inspection, including the date and time of such inspection. In the event an owner fails to respond to the notices prior to the date set for the inspection, the Association, or its authorized representative, shall be entitled to enter upon the Lot or Parcel, without any further notice, and without any interference by the Owner.

4.12. Procedure when Complaints made against Owners. Any Owner who files a complaint against another Owner, or resident, shall provide the Association with a written complaint which contains the complaining Owner's name, address, and telephone number. All complaints shall be investigated by the Association, through its management company and any decisions concerning action to be taken shall be made by the Association, upon recommendation of its Review Committee. In the event any legal action is instituted against the Owner in violation of the Declaration, By-laws or Rules and Regulations, the name of those residents filing the complaint with the Association shall be provided to the Owner pursuant to the Arizona Rules of Civil Procedure.

4.13. Association's Jurisdiction over Non-Residential Parcels. Notwithstanding the other provisions of this Article, the Association has all of the rights and powers regarding the improvements to be constructed on the Non-Residential Parcels, including all buildings, fences, walls, pools, landscaping, roadways, driveways and other structures and improvements (including, but not limited to, all exterior additions to or

changes or alterations in any such structure or improvement). Such rights and powers shall become vested in the Review Committee (or the Board, as applicable).

ARTICLE 5

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

5.1. Land Use Classifications. Portions of the Covered Property shall be developed in accordance with the Continental Ranch Specific Plan, with various types of Land Use Classifications being implemented by the Association or any Developer Owner. This includes certain subclassifications for special uses, which may be established by the Association in a Tract Declaration which is Recorded at the time the applicable portion of the Covered Property is conveyed by deed or, if retained by the Association, at such time as the Association begins development of such property. Each Tract Declaration shall be construed as a supplement to this Declaration and becomes a part of this Declaration as though all of the provisions of this Declaration were set forth in that Tract Declaration. However, if any provision of a Tract Declaration is inconsistent with any provision of this Declaration, the provision of this Declaration shall control. The Association shall not impose any new Land Use Classifications which do not conform with the existing uses and restrictions applicable to the Covered Property or the development scheme contemplated by Continental Ranch Specific Plan and this Declaration. The Land Use Classifications established by a Tract Declaration shall not be changed except as specifically permitted by this Declaration and such Tract Declaration. The Land Use Classifications contemplated as of the date of this Declaration are:

5.1.1. **"Cluster Residential Use"**, consisting of Lots with Dwelling Units including those types of residential housing arrangements known as "townhouses", "clustered housing", "zero-lot line housing", and similar arrangements (but not including Condominium Units), together with related amenities;

5.1.2. **"Residential Apartment Development Use"**, which may be converted to Residential Condominium Development Use;

5.1.3. **"Residential Condominium Development Use"**, which may be converted to Residential Apartment Development Use;

5.1.4. **"Single Family Residential Use"**, which shall be distinguished from Cluster Residential Use;

5.1.5. **"Common Areas"**;

5.1.6. **"Commercial Office Use"**;

5.1.7. **"General Commercial Use"**;

5.1.8. **"Hospital and Health Care Use";**

5.1.9. **"Park Use";**

5.1.10. **"School Use";** and

5.1.11. **"Church Use".**

Unless otherwise specifically provided for in this Declaration and subject to applicable zoning laws and subject to the provisions of this Section 5.1, the definitions and characteristics of the Land Use Classifications and specific permitted and prohibited uses of the real property within a particular Land Use Classification shall be determined in the respective Tract Declarations.

Notwithstanding the above list of Land Use Classifications, the Association is not obligated to establish, within Continental Ranch, each of the uses set forth in this Section, nor shall such list prohibit the Association from establishing other Land Use Classifications, provided, however, that;

(a) The Association has the right, at any time prior to its conveyance of title to a Parcel to an Owner other than Association, to record a Tract Declaration or other instrument against such Parcel which further limits the uses of that Parcel, or, in the event the Association deems it appropriate, to add additional uses which may be made of the Parcel, provided that the use is not inconsistent with either the Continental Ranch Specific Plan or the general nature of the applicable Land Use Classification in question; or

(b) Upon application by Owner (and with the Owner's written consent), the Association may record an instrument which pertains to that Parcel, adding additional uses which may be made of the Parcel. Any such action by the Association shall not be inconsistent with the applicable Land Use Classification or the manner in which other property within the vicinity of such Parcel (and within Continental Ranch generally) has been or is being developed and used.

5.2. Covenants, Conditions, Restrictions and Easements Applicable to Single Family Residential Use, Residential Apartment Development Use, Residential Condominium Development Use, and Cluster Residential Use. The following covenants, conditions, and restrictions shall apply to all Lots and Parcels included within the Land Use Classifications of Single Family Residential, Residential Apartment Development, Residential Condominium Development or Cluster Residential, and to the Owners and Occupants thereof:

5.2.1. General.

5.2.1.1. Single Family Residential Use. No structure whatsoever, other than one private, Single Family residence, together with a private garage for not more than four

cars and guest residence, one gazebo, one tennis court, one swimming pool, and one storage facility (all of which must be approved in advance by the Review Committee in accordance with this Declaration) shall be erected, placed or permitted on any Lot limited to Single Family Residential Use.

5.2.1.2. Residential Apartment Development Use, Residential Condominium Development Use, and Cluster Residential Use. No structure whatsoever, other than one or more buildings each containing one or more private Dwelling Units, together with parking garages or structures, storage facilities, recreational facilities (including but not limited to tennis courts and swimming pools) and property management sales or rental offices incidental or appurtenant thereto (all of which must be approved in advance by the Review Committee in accordance with this Declaration) shall be erected, placed or permitted on any portion of the Covered Property included within the Land Use Classifications of Residential Apartment Development, Residential Condominium Development or Cluster Residential.

5.2.1.3. Business Use. No trade or business may be conducted in or from any Lot except that an Owner or occupant residing in any Lot may conduct business activities within the Lot so long as

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot;

(b) the business activity conforms to all zoning requirements for the Properties;

(c) the business activity does not involve any person conducting such business who does not reside on the Properties, or door-to-door solicitation of residents of the Properties; and

(d) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Definition: The terms "**Business**" and "**Trade**," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether:

(a) such activity is engaged in full or part-time;

(b) such activity is intended to or does generate a profit; or

(c) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

5.2.1.4. Leases.

5.2.1.4.1. An Owner is entitled to lease his/her Unit for single family residential purposes only.

5.2.1.4.2. All provisions of the Declaration and of any Rules and Regulations promulgated by the Association which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit. Any monetary sanction which is imposed against a Lessee for violations of the Declaration and the Rules and Regulations, shall also be imposed against the Owner of the Unit and shall be collected in the same manner as assessments, including the placement of a lien against the Unit.

5.2.1.4.3. All leases and subleases shall be in writing and shall specifically provide:

(a) That the lease is subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association.

(b) That the failure of the Lessee to comply with the terms and conditions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association constitutes a material default of the lease which may result in termination of the lease and eviction of the tenant from the Lot.

(c) That if the Lessee violates the Declaration and Rules and Regulations of the Association, the Lessee shall be deemed in default of the Lease and the Owner shall be entitled to reenter and retake possession of the premises pursuant to the provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 et seq.

(d) In the event an Owner leases his/her Unit, the Owner shall give the Association, in writing, the name of the Lessee of the Unit and such other information as the Association may reasonably require.

(e) That the term of the lease may not be for less than thirty (30) days.

5.2.1.4.4. All leases which do not contain these provisions shall be deemed null and void at the option of the Association and the Association may require the Owner to immediately evict the Lessee, or submit a lease which contains the required provisions.

5.2.1.4.5. All Owners shall be required to provide the Lessees with copies of the Declaration, Articles of Incorporation and Rules and Regulations of the Association.

In the event an Owner fails to provide these documents to the Lessees, the Association may provide the documents to the Lessee and charge the Owner for the cost of doing so, such cost to become collectible in the same manner as assessments.

5.2.1.5. Age Restricted Use. In regard to any parcel having a Land Use Classification of Cluster Residential Use, Residential Apartment Development Use, Residential Condominium Development Use or Single Family Residential Use, which is further designated (pursuant to a Tract Declaration) as an Age Restricted Parcel, additional restrictions may be imposed in order to restrict the occupancy of the residences in said parcel to be primarily for persons 55 years of age or older, with limited exceptions for new home sales, in compliance with applicable state and Federal laws. The applicable restrictions on an Age Restricted Parcel may allow for exceptions for occupants not yet having attained the age of 55 years; however, at all times, at least 80% of the residences within the Parcel shall be occupied by at least one Person 55 years of age or older, to the extent required by applicable state and Federal laws.

5.2.2. Animals.

5.2.2.1. No animal, livestock, poultry or fowl of any kind, other than a reasonable number of generally recognized house pets (and, subject to applicable zoning and other ordinances and governmental regulations, and subject to prior approval of the Board pursuant to Section 5.4.15), shall be maintained on or in any Lot or Parcel. No pets shall be kept or raised for commercial purposes. No animals may make an unreasonable amount of noise or create a nuisance.

5.2.2.2. No structure for the care, housing or confinement of any animal shall be Visible From Neighboring Property.

5.2.2.3. The Board may determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable. The Board may adopt Rules concerning the number and types of pets which may be kept by the Owners.

5.2.3. Garbage.

5.2.3.1. No garbage or trash shall be allowed, stored or placed on a Lot or Parcel except in sanitary, covered containers. Containers shall not be Visible from Neighboring Property. However, trash containers may be placed on the Lot or Parcel for pick-up no earlier than 5:00 p.m. the evening prior to collection and shall be removed no later than the evening of the day of collection. All trash and garbage shall be regularly removed from each Lot or Parcel and shall not be allowed to accumulate thereon.

5.2.3.2. The Association has the power to regulate the scheduling, type of garbage removal equipment and pick-up days of all waste removal companies operating within Continental Ranch.

5.2.3.3. The Association, in its discretion, may contract with a trash removal company to provide trash removal to the Covered Property, the cost of which may be added to the amount of the Regular Assessment due from each Owner of a Lot or Parcel or may be billed directly to each Owner.

5.2.4. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated, stored or maintained upon any lot or Parcel except:

(a) machinery or equipment used in connection with the maintenance or construction (during the period of construction) of a building, appurtenant structures or improvements thereon; or;

(b) machinery or equipment which the Association may require for the development, operation and maintenance of Continental Ranch;

5.2.5. **Signs.** No signs of whatever nature shall be placed on the Common Areas unless they are approved by the Board. No signs of whatever nature shall be placed on any Lot or Parcel except:

(a). signs required by legal proceedings;

(b). a maximum of two (2) identification signs for Dwelling Units, each with a maximum face area of seventy-two (72) square inches or less;

(c). signs for the purpose of identifying subdivisions, condominiums and apartments, the nature, number, location, content and design of which have been approved in advance and in writing by the Review Committee;

(d). "for sale" and "for lease" signs, the nature, number, location, content and design of which have been approved in advance and in writing by the Review Committee. Signs offering the property for sale must be removed within two (2) weeks after the offer of sale or lease of the Lot has been accepted and all contingencies have been removed; and

(e). temporary signs indicating an "Open House" for Properties offered for sale may be placed at appropriate locations in the area to properly direct interested parties to the subject property, but only during those hours in which such property is open for inspection.

5.2.6. **Restriction on Further Subdivision, Property Restrictions, and Rezoning.**

5.2.6.1. All proposed site plans, subdivision plats and condominium declarations for any Lot or Parcel, or portion thereof, must be approved in writing by the Board prior to Recordation thereof or commencement of construction on the applicable Lot or Parcel. No Lot or Parcel, or portion thereof, shall be further subdivided or subjected to a condominium declaration, and no portion less than all of any such Lot or Parcel, or any

easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Association.

5.2.6.2. An Owner may not rent a portion of any Lot. The entire Lot, together with the improvements thereon, may be rented, and then only to a Single Family.

5.2.6.3. No Subsidiary Declaration or further covenants, conditions, restrictions, condominium declarations or easements shall be Recorded against any Lot or Parcel, or portion thereof, without the prior written approval of the Association.

5.2.6.4. No applications for rezoning, variances or use permits shall be filed without the prior written approval of the Association, and then only if such proposed zoning, variance or use is in compliance with this Declaration, any applicable Subsidiary Declaration, any applicable Tract Declaration, and the general plan of development of Continental Ranch.

5.2.6.5. No subdivision plat, condominium declaration, Subsidiary Declaration, easement, declaration of further covenants, conditions, restrictions or easements or other instrument which is to be Recorded and which is required by this Section 5.2.6 to be approved by the Association shall be effective unless the required approval is evidenced on such instrument by the signature of an authorized representative of the Association. The Board may, in its sole discretion, delegate, in writing, to the Review Committee, the authority to exercise all or any of the Association's authorities or duties under this Section.

5.2.6.6. No site plan, subdivision plat, condominium declaration, Subsidiary Declaration or further covenants, conditions, restrictions, or easements, and no application for rezoning, variances or use permits shall be submitted to the Town, the County or any other governmental authority or agency having jurisdiction unless it has first been approved in writing by the Association as provided in this Section 5.2.6; further, no changes or modifications shall be made to any such documents, instruments or applications once they have been approved by the Association (whether requested by the Town or the County, as applicable, or otherwise) unless such changes or modifications have first been approved, in writing, by the Association. The preceding sentence does not apply to portions of the Covered Property owned by the Association or to site plans, subdivision plats, condominium declarations, Subsidiary Declarations, Tract Declarations or further covenants, conditions, restrictions or easements, or applications for rezoning, variances or use permits, made, filed, submitted or Recorded by the Association with respect to portions of the Covered Property owned by the Association.

5.2.7. **Parking.** No vehicle shall be parked on any street or roadway.

5.2.7.1. All Owners, their guests, tenants and other invitees shall only park motorized or non-motorized vehicles in their garages, driveways, or other designated areas or as otherwise required in a Subsidiary Declaration or Tract Declaration.

Designated areas will include such additional parking spaces as determined by the Association from time to time. The Association shall not be obligated to provide designated areas for parking.

5.2.7.2. No vehicles shall block any Lot or inhibit access to or from any Lot, or be parked in any manner which restricts the flow of traffic.

5.2.7.3. Parking or storage of recreational vehicles is prohibited on all portions of the covered Property, except within the confines of a garage or with permission of the Association. A **"recreational vehicle"** is defined pursuant to A.R.S. 28-3102.B.4, as a motor vehicle or vehicle combination that is in excess of twenty-six thousand (26,000) pounds gross vehicle weight and this is designed and exclusively used for private pleasure use and includes vehicles commonly called motor homes, pickup trucks with campers, travel trailers, and boat trailers used exclusively to transport personal possessions or persons for noncommercial purposes.

5.2.7.4 Notwithstanding the foregoing provision, a recreational vehicle may be parked on the paved parking area of an Owner's Lot or in any Common Area parking spot designated by the Association, for a period not to exceed forty-eight (48) hours in any seven (7) day period, for the purpose of loading or unloading the vehicle. A transient guest of an Owner may park his/her recreational vehicle on the Owner's Lot for longer than forty-eight (48) hours provided that the recreational vehicle does not impede traffic flow, does not unduly restrict the view from neighboring homes, and the Owner has obtained the permission of the Association, upon a showing of good cause. The use of and/or occupancy anywhere on the Properties of a trailer, mobile home, motorhome, camper or recreational vehicle as living quarters (on either a temporary or permanent basis) is expressly prohibited, although, as stated above, the Owner's transient guest may use the motorhome or recreational vehicle as sleeping quarters only on a temporary basis while visiting the Owner.

5.2.7.5. No inoperable, junked or wrecked vehicles shall be parked on any portion of the Common Areas. No vehicles shall be located on the Covered Property in any state of repair or disassembly, except that vehicles may be parked wholly within the garage area for the purpose of repairing such vehicles.

5.2.7.6. No commercial vehicles may be parked or stored on any Lot or Parcel or on any street so as to be Visible From Neighboring Property. This shall not apply to the following: (a) automobiles, trucks or vans less than eight (8) feet in height from ground level or twenty-three (23) feet in length, so long as such automobiles, trucks or vans are (i) parked per Section 5.2.7 and Section 5.3.2, as applicable; and (ii) used on a regular and recurring basis for basic transportation or in the case of Non-Residential Parcels, for delivery services or otherwise in the connection with the business(es) conducted on the Non-Residential Parcel upon which such vehicles are parked, provided that the Review Committee has the authority to adopt and enforce regulations regarding the parking of such vehicles on a Parcel (including, but not limited to, regulations requiring the screening of delivery trucks and vans or other business vehicles) if, in the sole

discretion of the Review Committee, such regulation is necessary to prevent these vehicles from being or becoming an eyesore or nuisance to the Owners or Occupants or adjacent property. This section shall not apply to the vehicles used by the Association or any Developer Owner in the construction of improvements upon the Lots or Parcels.

5.2.7.7. Each Owner is required to comply with the parking regulations set forth in this Section 5.2.7, and to ensure that such Owner's guests or tenants comply with such regulations.

5.2.7.8. To ensure that there is no interference with the Owner's or Resident's Rights to park within the properties, the Association or the approved agent may issue temporary or permanent parking decals to the Owners, and may establish any other parking regulations it deems necessary. In the event that the Association establishes parking regulations, it shall provide written notice of such regulations to the Owners at least thirty (30) days prior to the effective date of such regulations.

5.2.7.9. In the event any Owner, guest or lessee violates this Section regarding vehicle parking and storage, the Association may take any action which is necessary to obtain compliance of this Section, including the removal of vehicles in violation hereof, the cost of which shall become the responsibility of the owner of the vehicle.

5.2.7.10. After notice and hearing, the Association may impose a fine, in an amount determined by the Board, for each violation of this covenant regarding vehicle parking and storage. These fines shall become a lien against the Lot and collected in the same manner as assessments.

5.2.7.11. The Association may delegate its authority to enforce such parking restrictions to the appropriate Subsidiary Association.

5.2.8. Model Homes.

5.2.8.1. Nothing contained in this Declaration or in any applicable Tract Declaration shall prohibit the construction and maintenance of model homes, model apartments, sales offices, apartment rental offices, property management offices and parking incidental thereto by persons engaged in the construction, marketing, rental or management of Dwelling Units within the Covered Property, provided, however, that the models are open only during reasonable hours and otherwise are in compliance with the provisions of this Declaration and ordinances of the Town and/or the County, as applicable.

5.2.8.2. Except as otherwise approved in writing by the Association:

(a) All model homes and sales offices shall cease to be used as such at any time the Owner (or lessee thereof as the case may be) is not actively engaged in the construction and sale of Dwelling Units within the Covered Property (provided that the

foregoing portion of this sentence shall not apply to model apartments, apartment rental offices or property management offices); and

(b) No model home, model apartment, sales office, apartment rental office or property management office shall be used for the sale or rental of residences not located within the Covered Property.

5.3. Covenants, Conditions, Restrictions and Easements Applicable to General Commercial Use, Commercial Office Use and Hospital and Health Care Use.

The following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Parcels included within the Land Use Classifications of General Commercial, Commercial Office and Hospital and Health Care, and to the owners and Occupants or users thereof:

5.3.1. **Permitted Uses.** Subject to the provisions of this Declaration, and to such additional restrictions or limitations which may be imposed upon one or more Parcels by one or more Tract Declarations, Subsidiary Declarations or other Recorded instruments, the Parcels may be used for any non-residential purpose permitted by applicable law;

5.3.2. **Parking.** Parking and parking areas shall be governed as follows:

5.3.2.1. Adequate off-street parking shall be provided by each Owner. No parking shall be permitted other than on the on-site paved parking spaces (or in one or more parking garages) to be provided by the Owner of a Parcel. Each Owner and Occupant shall be responsible for compliance by his/her Occupants, employees, customers and visitors with the provisions of the preceding sentence.

5.3.2.2. The location, number, size and surfacing of parking spaces shall be subject to approval in accordance with Article 4 and shall conform to applicable Town or County ordinances and regulations in effect from time to time.

5.3.2.3. Each Owner shall stripe all the parking areas on that Owner's Parcel and all parking areas, driveways and roads shall be kept in good repair, and be illuminated with fixtures which have been approved as to height, type, location and appearance in accordance with Article 4. All such fixtures and illumination shall be screened from view from the streets to the extent determined by, and using such means and materials approved by, the Review Committee.

5.3.2.4. There shall be no on-street parking in Continental Ranch. No vehicle shall be parked on any street or roadway shown on any map of dedication or similar instrument Recorded by the Association unless otherwise expressly provided either:

(1) In or on such Recorded map of dedication or similar instrument showing the street or roadway; or

(2) In a separate Recorded instrument executed by the Association. The Association may adopt additional parking restrictions including the establishment of fines and penalties for violations of such restrictions. All fines and penalties shall be collected in the same manner as assessments. The Association may also delegate its authority to enforce such parking restrictions to the appropriate Subsidiary Association.

5.3.3. Loading and Receiving Areas. All loading and receiving areas shall be screened, so as not to be Visible From Neighboring Property, using the methods materials approved in accordance with Article 4.

5.3.4. Waste and Waste Containers.

5.3.4.1. All rubbish, trash, garbage, litter, debris, refuse and other waste shall be stored in clean and sanitary waste containers conforming to the provisions of this Section 5.3.4. Subject to applicable Town or County ordinances and regulations in effect from time to time which may impose additional or more stringent container requirements, each Parcel shall have a minimum of one (1) commercial size solid waste container. All waste containers shall be maintained in good mechanical condition. All waste containers shall be emptied as often as necessary so as to prevent such container from overflowing and at least once every seven (7) days if such container is used for the deposit of garbage or refuse.

5.3.4.2. All garbage or refuse must be bagged or wrapped so as to be airtight before being deposited in the waste containers. When waste containers are in use, lids and doors of such waste containers are to be kept in a closed position at all times except during times when such containers are being emptied or filled. Each waste container shall be screened so as not to be Visible From Neighboring Property, the location and design of such screening shall be subject to prior approval in accordance with Article 4.

5.3.4.3. The Association has the power to regulate the scheduling, type of garbage removal equipment and pick-up days of all waste removal companies operating within Continental Ranch.

5.3.4.4. The Association, at its discretion, may contract with a trash removal company to provide trash removal to the Covered Property, the cost of which shall be added to the amount of the Regular Assessment due from the Owner.

5.3.5. Signs. No signs of whatever nature shall be placed on the Common Areas unless they are approved by the Review Committee pursuant to Article 4, taking into consideration the size, number, location, design and color of such signs.

5.3.5.1. No sign (including, but limited to, a building identification or marketing sign or a tenant identification sign) shall be permitted on any Parcel without prior written approval of the Review Committee. Approval will be limited to signs which:

(a) identify the name or address (or both) of the development situated on the Parcel or the name and business of the Owner or the Occupant(s) thereof, or which give directions, or which offer the premises for sale or for lease, or, during any construction period, identify the builder, architect, contractors, subcontractors or lenders; and

(b) are not of an unusual size or shape when compared to the building or buildings, if any, on the Parcel;

5.3.5.2. Any permitted sign shall conform to all other governmental ordinances and regulations applicable thereto. Nothing in this Section 5.3.5 shall be deemed to prohibit signs required by legal proceedings.

5.3.6. **Exterior Lighting.** Exterior lighting shall conform to the Guidelines and shall be governed as follows:

(a) All exterior building lighting shall be hidden from view and shall be designed, installed, directed, altered and maintained in accordance with plans and specifications approved in advance in accordance with Article 4; and

(b) All exterior lighting shall be kept in good working order and shall be compatible and harmonious throughout the Parcels and shall be in keeping with the specific function and building type being served;

5.3.7. **Animals.** No animal, livestock, poultry or fowl of any kind shall be maintained on or in any Parcel except for:

(a) guard dogs kept or maintained within buildings or fenced areas on a Parcel;

(b) reasonable numbers of generally recognized domestic pets maintained within a fully-enclosed building on a Parcel in connection with the retail sale to the public of such pets in a pet store or similar business (but not in connection with the operation of a commercial breeding business), provided that such animals do not make an unreasonable amount of noise or create a nuisance; and

(c) animals undergoing treatment in a veterinary office or veterinary hospital operated on a Parcel in accordance with applicable laws and this Declaration (or being temporarily boarded in such an office or hospital), provided that such animals do not make an unreasonable amount of noise or create a nuisance, and provided that the boarding facilities are fully enclosed in a manner approved in advance in accordance with Article 4.

5.3.8. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated, stored or maintained upon any Parcel outside of a building except:

(a) machinery or equipment used in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures or improvements thereon (but only if approved in accordance with Article 4 above);

(b) forklifts or other similar types of equipment located on a Parcel which are generally used in the operation of businesses such as that operated on such Parcel, so long as such forklifts or other equipment are, except when in use, stored so as not to be Visible From Neighboring Property; or

(c) machines or equipment which the Association may require for the development, operation and maintenance of Continental Ranch.

5.3.9. Restrictions on Further Subdivision, Property Restrictions, and Rezoning.

5.3.9.1. All proposed site plans, subdivision plats, non-residential condominium declarations, Subsidiary Declarations, easements or further covenants, conditions or restrictions for any Parcel, or any portion of a Parcel, must be approved in writing by the Association prior to its Recordation or prior to the commencement of construction on the applicable Parcel. No Parcel, or any portion of a Parcel, shall be further subdivided or subjected to a condominium declaration, and no portion less than all of any such Parcel, or any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Association, unless such subdivision, subsection, conveyance or transfer:

(a) is made in connection with the development of one or more pads, lots or other subdivisions of a Parcel for commercial or industrial use; and,

(b) is made in accordance with a site plan for such Parcel approved by the Association.

5.3.9.2. No applications for rezoning, variances or use permits shall be filed without the prior written approval of the Association, and then only if such proposed zoning variance or use is in compliance with this Declaration, any applicable Subsidiary Declaration or Tract Declaration, and the general plan of development of Continental Ranch.

5.3.9.3. No subdivision plat, condominium declaration, Subsidiary Declaration, easement, declaration of further covenants, conditions and restrictions or other instrument which is to be recorded and which is required by this Section 5.3.9 to be approved shall be effective unless the required approval is evidenced on such instrument by the signature of an authorized representative of the Association.

5.3.9.4. No site plan, subdivision plat, condominium declaration, Subsidiary Declaration or further covenants, conditions, restrictions or easements, and no application for rezoning, variances or use permits, shall be submitted to the Town, the

County or any other governmental authority or agency having authority unless it has first been approved in writing as provided in this Section 5.3.9. No changes or modifications shall be made in any such documents, instruments or applications once they have been approved as provided in this Section 5.3.9 (whether requested by the Town or the County, as applicable, or otherwise) unless such changes or modifications have also been approved in advance, in writing, in accordance with this Section 5.3.9.

5.4. Covenants, Conditions, Restrictions and Easements Applicable to All Land Use Classifications. The following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots and Parcels included within all Land Use Classifications and to the Owners and Occupants thereof:

5.4.1. Prohibited Uses. The following uses of Lots and Parcels are prohibited:

(a) any use which is offensive because of odors, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance, or which is hazardous by reason of risk of fire or explosion, or which is injurious to the reputation of any Lot, Parcel or Owner; and

(b) any use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception or special use ordinance or regulation) of the United States, the State of Arizona, the Town, the County or any other governmental entity having jurisdiction over the Covered Property;

5.4.2. Temporary Occupancy and Temporary Buildings; Outside Storage. No trailer, tent, shack, garage, barn or temporary structure of any kind shall be used as a residence, whether temporary or permanent. Except during the construction process, no temporary building or structure shall be erected, installed or maintained on any Lot or Parcel without prior written approval in accordance with Article 4 hereof, with regard to location and appearance, and shall be removed immediately after completion of such construction, and that portion of the Lot or Parcel from which the same are removed shall be promptly placed in such condition as is otherwise required by this Declaration. Except during construction, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored on any area outside of a building unless approved in advance in accordance with Article 4 hereof. Any permitted outside storage shall be screened by a solid visual barrier so as not to be Visible From Neighboring Property. However, during construction of improvements on any Lot or Parcel, necessary construction materials and supplies may be stored on the Lot or Parcel without the need for a solid visual barrier provided such materials and supplies are kept in neat order, taking into consideration the construction activities being conducted on that Parcel. The Association is authorized to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable.

5.4.3. **Repair of Buildings.** No building or improvement on any Lot or Parcel shall be permitted to fall into disrepair and each such building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished to maintain a first class appearance of the building or improvement. In the event any building or improvement is damaged or destroyed, then, subject to the approvals required by Article 4 above, such building or improvement shall be immediately repaired, rebuilt or demolished (or cause to be repaired, rebuilt or demolished) by the Owner thereof. In the event any Owner fails to make the necessary repairs, after receiving notice from the Association to conduct such repairs, within the time limits established by the Association, the Association is empowered to enter upon the Lot or Parcel and to make these necessary repairs. The cost of these corrective measures shall be charged to the Owner and collected in the same manner as assessments.

5.4.4. **Maintenance of Landscaping and Driveways.** Unless otherwise provided in a Subsidiary Declaration or Tract Declaration, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations:

(a) on the Owner's Lot or Parcel (including set back areas located thereon), except that in the event the maintenance of any portions of such Owner's Lot or Parcel is the responsibility of the Association or a subsidiary association, a utility, or a governmental or similar authority, then only for so long as such entities are not undertaking such responsibility;

(b) portions of the Common Areas adjacent to an Owner's Lot or Parcel and which are on the Lot's or Parcel's side of any wall erected on the Common Areas: and

(c) public right-of-way areas between sidewalks or bicycle paths and the street curb on the Owner's Lot or Parcel, or other public or easement areas adjacent to the Owner's Lot or Parcel, except that in the event the maintenance of such areas is the responsibility of the Association or a subsidiary association, a utility, or a governmental or similar authority then only for so long as such entities are not undertaking such responsibility.

As used herein, maintenance shall include, but not be limited to keeping the areas neatly trimmed, cultivated and free of trash, weeds and unsightly material. All lawn areas shall be timely mowed as needed to keep an even, well groomed appearance and shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive and free of weeds. All trees, shrubs, plants and ground covers shall be timely and properly trimmed (including, without limitation, the removal of dead wood therefrom) according to their plant culture and landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced immediately. All ground areas shall be kept free of weeds and cultivated periodically as needed. Landscape may be required to be placed on a Lot or parcel within certain time frames established by the Review Committee. Each Owner shall maintain in good condition and repair all paved and

concrete areas, including driveways, roadways and parking areas, located on the Owner's lot or Parcel. Any owner who fails to properly maintain the landscaping upon the Lot or Parcel, shall be given a reasonable period to conduct such maintenance. In the event Owner fails to provide such landscaping maintenance to his/her Lot or Parcel, after receiving notice from the Association to do so, the Association is empowered to enter upon the Lot or Parcel, conduct such landscaping maintenance, and charge the cost thereof to the Owner. Such charges shall be collected in the same manner as assessments.

5.4.5. Nuisances: Dust Control: Construction Activities. No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Lot or Parcel so as to create a nuisance or render any such property or activity thereon unsanitary, unsightly or offensive. Each Lot and Parcel shall be landscaped and maintained in a manner which will minimize the possibility of dust being transmitted into the air and over adjacent properties. Although normal construction activities shall not be considered a nuisance or otherwise prohibited, Lots and Parcels must be kept in a neat and tidy condition during construction periods. No noxious or offensive activity shall be carried on or permitted on any Lot or Parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property in the vicinity of such Lot or Parcel or to Continental Ranch, or which shall interfere with the quiet enjoyment of each of the Owners and Occupants.

5.4.6. Diseases and Insects. No Owner or Occupant shall permit any thing or condition to exist upon any Lot or Parcel which shall induce, breed or harbor infectious plant or animal diseases or noxious insects.

5.4.7. Antennas and Dishes. Subject to applicable law, no antenna or other device for the transmission or reception of television or radio signals including satellite dishes or any other form of electromagnetic radiation shall be erected or placed upon a Lot or Parcel, or on any improvement or building thereon, unless approved in advance in accordance with Article 4.

5.4.8. Mineral Exploration. No Lot or Parcel shall be used in any manner to explore for, quarry, mine, remove or transport any water, oil or other hydrocarbons, minerals, gravel, gas, earth or any earth substance of any kind.

5.4.9. Clothes Drying Facilities. No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot or Parcel without prior written approval in accordance with Article 4, unless they are not Visible From Neighboring Property. This includes the installation of electric or gas powered clothes dryers.

5.4.10. Blanket Utility Easements.

5.4.10.1. A blanket easement is created on, over and under each Lot, each Parcel, the Common Areas and the Limited Common Areas for ingress to, egress from, and the installation, replacement, repair and maintenance of all utility equipment and

service repair and maintenance of all utility equipment and service lines and systems, as such equipment, lines and systems are installed in connection with the initial development of the Lots, Parcels, Common Areas and Limited Common and the construction of buildings thereon; provided that such easements shall be specifically and permanently described and fixed by Recorded instrument either:

(a) at the time a subdivision plat, approved as required by this Declaration, is Recorded with respect to the portion of the covered Property to be served or burdened by such easement(s), as applicable; or

(b) within one hundred twenty (120) days following approval, as required by this Declaration and by the appropriate governmental agencies, of a site plan for the portion of the Covered Property to be served or burdened by such easement(s), as applicable.

5.4.10.2. In the event the easements on the Covered Property are not specifically and permanently described and fixed by a recorded instrument at or within the time specified in 5.4.10.1 (a) or (b) above, the blanket easements created on, over or under the Covered Property shall nevertheless automatically terminate and expire.

5.4.10.3. Utility or service facilities and equipment may be affixed and maintained on, in and under the roofs and exterior walls of buildings on the Lots, Parcels, Common Areas and Limited Common Areas. Notwithstanding anything to the contrary contained in this section, no utility or service equipment or lines may be installed or relocated on any Lot, any Parcel, or lines may be installed or relocated on any Lot, any Parcel, the Common Areas or the Limited Common Areas except as initially approved by the Association, or, if installed after Recordation of a Tract Declaration, as approved by the Owner and the Review Committee.

5.4.11. **Party Walls.** The rights and duties of Owners of contiguous Lots or Parcels which have shared walls or fences ("Party Walls") shall be as follows:

(a) Each Owner has the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment of such Party Wall. Each Owner is entitled to access over the adjoining property for the purpose of maintaining the party wall, upon reasonable notice to the adjoining Owner.

(b) If a Party Wall is damaged or destroyed through the willful or negligent act of an Owner or the Owner's Occupants, tenants, agents, guests or family, the Owner or Occupant, as the case may be, shall be obligated to rebuild and repair the Party Wall at the Owner's sole expense (provided that this shall not bar such Owner from recovering, or seeking to recover, all or any part of such expense from any Occupant, agent, guest or other Person who otherwise may be liable to such Owner). Any dispute over an Owner's liability shall be resolved as provided in this Section 5.4.11 (d) below;

(c) In the event any Party Wall is damaged or destroyed other than by the willful or negligent act of an adjoining Owner or the Owner's Occupants, agents, guest or family, or deteriorates from ordinary wear and tear, it shall be the joint obligation of all Owners whose Lots or Parcels adjoin the damaged or destroyed portion of such Party Wall to immediately rebuild and repair such Party Wall, such expense to be ratably divided among such Owners on the basis of the amount of frontage of their respective Lots or Parcels on the damaged or destroyed Party Wall.

(d) In the event of a dispute between Owners which concerns the Party Wall or the sharing of the cost thereof, such Owners shall submit the dispute to the Review Committee, whose decision shall be final and binding unless appealed to the Board (subject to Section 4.12), in which event the Board's decision shall be binding and final. Notwithstanding any such decision, no Owner is prohibited from seeking indemnity from the party causing the damage.

(e) Notwithstanding the foregoing and unless otherwise indicated in a Tract Declaration, or unless otherwise expressly agreed in writing by the Association, in the case of walls or fences:

(i) between Common Areas and Lots or Parcels; or,

(ii) situated on Common Areas within or adjacent to a Lot or Parcel, the Owners and Occupants of such Lots or Parcels shall be responsible, at their expense, for all maintenance, repair, painting and replacement thereof. Further, unless otherwise approved in writing by the Association, any wall situated generally between a Lot or Parcel and Common Areas shall be situated entirely upon such Lot or Parcel, and not upon the Common Areas, immediately adjacent to the boundary line between the Lot or Parcel and the Common Areas; and,

(f) This Section 5.4.11 does not and is not intended to control or relate to Party Walls between Residential Condominium Developments or Condominium Units, or between non-residential condominium units;

5.4.12.Overhead Encroachments. No tree, shrub or planting of any kind shall be allowed to overhang or encroach upon any public right-of-way, bicycle path or any other pedestrian way from ground level to a height of eight (8) feet without prior written approval in accordance with Article 4 hereof;

5.4.13. Trucks, Trailers, Campers, Boats and Motor Vehicles. No motor vehicle, motor home, trailer, camper shell, detached camper, boat, boat trailer, snow mobile, jet ski or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed, repaired or stored on any Lot or Parcel or on any street so as to be Visible From Neighboring Property (including but not limited to any Common Areas, Limited Common Areas or street). The foregoing limitation on parking shall not apply to:

(a) Automobiles, trucks or vans not exceeding eight (8) feet in height from ground level and twenty-three (23) feet in length, so long as such automobiles, trucks or vans or mini-motor homes:

(i) are parked as provided in Section 5.2.7 or Section 5.3.2, as applicable; and,

(ii) are used on a regular and recurring basis for basic transportation or, in the case of Non-Residential Parcels, for delivery service or otherwise in connection with the business(es) conducted on the Non-Residential Parcel upon which such vehicles are parked, provided that the Review Committee has the authority to adopt and enforce regulations regarding the parking of such vehicles on a Parcel (including, but not limited to, regulations requiring the screening of delivery trucks and vans or other business vehicles) if, in the sole discretion of the Review Committee such regulations are necessary to prevent these vehicles from being or becoming an eyesore or nuisance to the Owners or Occupants of adjacent property; or

(b) Temporary facilities maintained during, and used exclusively in connection with, construction activities, provided, however, that such activities are approved in advance and in writing in accordance with Article 4.

Notwithstanding Section 5.4.13 (a) above, no automobile, motorcycle, motorbike or other motor vehicle shall be constructed, repaired or, if inoperable, stored upon any Lot, Parcel or street so as to be Visible From Neighboring Property.

5.4.14. Health, Safety and Welfare. In the event uses of, activities on, or facilities upon or within a Parcel or Lot are deemed by the Association to be a nuisance or to adversely affect the health, safety or welfare of Owners or Occupants the Review Committee may make rules restricting or regulating such nuisances.

5.4.15. Incidental Uses. Subject to the provisions of any applicable Tract Declaration or Subsidiary Declaration, the Review Committee may approve, regulate and restrict incidental uses of property within a Land Use Classification. By way of example and not of limitation, the Review Committee may permit: private roadways; tennis and/or swimming clubs intended primarily for the benefit of all or certain Owners or Occupants; tennis courts; swimming pools; upon such Lot, where permitted by applicable zoning and other ordinances and governmental regulations; and other recreational facilities.

5.4.16. Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other improvement without the prior written approval of the Review Committee.

5.4.17. Parcel Coverage. The percentage of each Lot or Parcel which may be covered by buildings (as well as the location of such buildings and other improvements

on each Lot or Parcel) shall be subject to review and approval of the Review Committee, as part of the review of plans for proposed improvements on such Lot or Parcel pursuant to said Article 4, but shall not violate any applicable Town or County ordinances and regulations in effect from time to time.

5.4.18. Duty of Maintenance. Each Owner shall, at such Owner's sole cost and expense, keep such Owner's Lot or Parcel (including buildings, improvements, private drives, easement areas and grounds thereon) in a well maintained, clean neat and attractive condition at all times and shall comply in all respects with all governmental health, fire and safety statutes, ordinances, regulations and requirements.

5.4.19. Utility Lines and Connections. All utility wires, lines, pipes, conduits, facilities, connections and installations (including, without limitation, electrical, telephone, cable television, water, gas and sanitary sewer) shall be installed and maintained underground or concealed in, under, or on structures as approved, in writing, by the Review Committee. All transformers shall be placed on or below the surface of the Lot or Parcel. Temporary above-ground power or telephone structures and water lines incident to construction activities shall be permitted but only with prior written approval of the Review Committee.

5.4.20. On-Site Grading and Drainage. No water shall be drained or discharged from any Lot or Parcel, or building thereon, except in accordance with:

(a) the master drainage study (including any amendments thereto) approved by the appropriate governmental agency (or agencies) and the Association (or other drainage study approved by such entity, if no such master drainage study exists); and

(b) grading and drainage plans approved by the Review Committee and in accordance with all applicable Town or County ordinances. Finished grades along the periphery of a Lot or Parcel shall match the existing grades or the top of curb of any constructed or proposed streets which are part of the overall master infrastructure for Continental Ranch. The tolerance allowed shall be within plus or minus one (1) foot of the existing grades or top of curb within a horizontal distance of twenty (20) feet unless otherwise previously approved in writing by the Review Committee. Further, no Owner or Occupant shall interfere with the drainage established by the grading and drainage plans for the remainder of the Covered Property or any other property adjacent to the Lot or Parcel.

5.4.21. Building Exteriors. All colors of materials on the building exteriors and all exterior wall surfaces of any building shall be in accordance with plans and designs approved by the Review Committee. All materials used for the exterior of the buildings shall be high quality, long-life, low maintenance materials.

5.5. Variances. Subject to Section 4.13. hereof, the Association may, in its sole discretion, may grant variances from the restrictions set forth in Article 5 hereof or in any Recorded Tract Declaration if the Board determines that:

5.5.1. either:

(a) A particular restriction would create a substantial hardship or burden on an Owner or Occupant and that such hardship is not attributable to the Owner's or Occupant's acts; or,

(b) a change of circumstances has rendered the particular restriction obsolete; and,

5.5.2. the activity permitted under the requested variance will not have a substantially adverse effect on other Owners and Occupants and is consistent with the high quality of life intended for Continental Ranch.

A request for a variance must be made in writing and be accompanied by adequate supporting documentation. The Board shall approve or disapprove the request, in writing, as promptly as possible under the particular circumstances.

ARTICLE 6

ORGANIZATION OF ASSOCIATION

6.1. **Formation of Association.** The Association is an Arizona nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws, and this Declaration. The Articles and the Bylaws shall not be amended or interpreted to be inconsistent with this Declaration.

6.2. **Board of Directors and Officers.**

6.2.1. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws.

6.2.2. Commencing with the first annual meeting of the Members, the Board shall consist of, and the voting Members shall elect, seven (7) directors, all of whom must be Members of the Association, or an individual designated by a corporate, partnership or other non individual Member. The number of directors may be increased pursuant to the procedures set forth in the Bylaws.

6.2.3. The terms of the Board Members elected shall be staggered as follows: four (4) of the Directors shall be elected for a one (1) year term and three (3) of the Directors shall be elected for a two (2) year term. In succeeding years, all Directors shall be elected for a two (2) year term.

6.2.4. The Board may appoint various committees at its discretion. The Board may also appoint or engage a manager to be responsible for the day-to-day operation of the

Association and the Common Areas. The Board shall determine the compensation to be paid to the manager.

6.3. Association Rules . By a majority vote of the Board, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal the Association Rules. The Association Rules may restrict and govern the conduct of the Owners on their Lots or Parcels when such conduct affects the other Owners, and which govern the use of the Common Areas by all of the Owners, their guests, family or lessees. The Association Rules shall not discriminate among Owners and Occupants except to reflect their different rights and obligations as set forth in this Declaration. The Association Rules shall not be inconsistent with this Declaration, the Articles, or the Bylaws. The Association Rules shall be intended to enhance the preservation and development of the Covered Property, the Common Areas and the Limited Common Areas. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth herein. A copy of the Association Rules as adopted, or amended shall be available for inspection at the office of the Association.

6.4. Limited Liability. No Board member, officer, committee member, employee or representative of the Association, or the Association, shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, costs, fees (including reasonable attorneys' fees), or prejudice suffered or claimed on account of any of their acts, omissions, errors or negligence, provided, however, that the limitations set forth in this Section 6.4 shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

6.5. Subsidiary Associations.

6.5.1. In the event any homeowners' or similar Subsidiary Association is formed by a Developer Owner of a Parcel or portion thereof, or group of Lots, such Subsidiary Association's governing documents shall not be effective unless they have been approved in advance by the Board. The Subsidiary Association's documents must specify that its governing documents pertaining to the Parcel or portion thereof, or group of Lots subject thereto, the Subsidiary Association, and the Subsidiary Association's members are subject and subordinate to this Declaration and the Articles, Bylaws, Guidelines and Association Rules.

6.5.2. The Board shall approve the Subsidiary Association's governing documents unless, in the Board's sole discretion, either:

(a) they are inconsistent or in conflict with this Declaration, the Articles, the Bylaws, the Association Rules, the Guidelines and any applicable Tract Declaration; or

(b) they fail to contain the specification required by the preceding sentence. However, the Board is authorized to approve the governing documents for any project containing lots, the average size of which are sixteen thousand (16,000) square feet or more, even if those governing documents contain use provisions which are less

restrictive than the provisions of this Declaration. In such event, the Subsidiary Association shall be fully and completely responsible for enforcing those provisions of its Subsidiary Association's governing documents and agrees to hold this Association harmless from liability for failing to enforce the applicable provisions of this Declaration. Nothing contained herein shall in anyway relieve any Lot located in such subsidiary association from complying with the architectural requirements set forth in Article 4.

6.6. Mergers or Consolidations. The Association has the right, power and authority to participate in mergers or consolidations with any other nonprofit corporation whose objectives, methods, and taxable status and format of operation are similar to those of the Association (a "Merger Candidate"). Merger or consolidation of the Association with a Merger Candidate must be approved in advance by members holding at least two-thirds (2/3) of the votes of Members of the Association, whether in Person or by proxy, at a meeting duly called for such purpose. The Association's properties, rights and obligations shall be transferred to and assumed by the surviving or consolidated corporation by operation of law, or, alternatively, the properties, rights and obligations of the Merger Candidate shall be transferred by operation of law to the Association as the surviving corporation. The surviving or consolidated corporation, at a minimum, shall have the same administrative responsibilities and enforcement rights established by this Declaration in regard to the Covered Property.

ARTICLE 7

MEMBERSHIPS AND VOTING

7.1. Votes of Owners of Lots and Parcels. Every Owner of a Lot or Parcel which is subject to assessment shall automatically be a Member of the Association and shall remain a Member for so long as such ownership continues. Each Owner has the following applicable number of votes on all matters requiring a vote of the membership.

7.1.1. One (1) vote for each Lot owned;

7.1.2. One-half of one (0.5) vote for each completed Apartment Unit owned;

7.1.3. One-half of one (0.5) vote for each Dwelling Unit permitted under the applicable Tract Declaration for an Apartment Parcel upon which construction has not been completed (or, if no Tract Declaration has been Recorded with respect to such Parcel, then one-half of one (0.5) vote for each Dwelling unit permitted upon such Parcel under the then current Continental Ranch Specific Plan.) The number of such Dwelling Units shall be determined based on the assumption that the number of Dwelling Units will be spread evenly over such Parcel. If a Tract Declaration or a subdivision plat for such Parcel is thereafter Recorded for a different number of Dwelling Units, the number of votes shall be adjusted to reflect the actual number of Dwelling Units as set forth in such Tract Declaration or Recorded subdivision plat;

7.1.4. In the case of the Owner of a Single Family Parcel or Residential Condominium Development Parcel which has not been divided into Lots by a Recorded subdivision plat or other Recorded instrument, one (1) vote for each Dwelling Unit permitted upon the Parcel under the applicable Tract Declaration, or if no Tract Declaration has been Recorded, then one (1) vote for each Unit on which the assessments are based under Section 8.4.2. If a subdivision plat or other instrument creating Lots is recorded covering all or part of such Parcel, then the votes attributable to the Lots shall be determined pursuant to Section 7.1.1 above, and the number of votes held by the Owner of such Parcel as Owner of the portion of such Parcel not so divided into Lots (if any) shall be equal to the number of Dwelling Units permitted on such Parcel pursuant hereto less the number of votes determined pursuant to Section 7.1.1 above. If a Tract Declaration or subdivision plat for such Parcel is thereafter Recorded for a different number of Dwelling Units, the number of votes shall be adjusted to reflect the actual number of Dwelling Units as set forth in such Tract Declaration or Recorded subdivision plat.

7.1.5. In the case of the Owner of a Non-Residential Parcel, eight (8) votes for each Net Acre owned (in the case of fractional Net Acres rounding to the nearest whole number of votes, e.g., 5.365 Net Acres = 43 votes), provided, however, that if a commercial condominium is established, the Association may allocate votes in a manner deemed appropriate so that the allocated votes do not exceed eight (8) votes per Net Acre.

Each Owner's Membership in the Association shall be appurtenant to and may not be separated from ownership of the Lot or Parcel to which the membership is attributable. There shall be only the Memberships for each Lot and Parcel as are described herein. Joint ownership or ownership of undivided interests in any property as to which a Membership is established pursuant hereto shall not cause there to be more Memberships than the number established herein. Memberships shall be shared by any joint owners of, or owners of undivided interests in, the property interests to which such Memberships are attributable. Memberships attributable to a Lot or Parcel shall not be increased because of joint or undivided multiple ownership thereof.

7.2. Right to Vote. No change in the ownership of a Lot, Parcel or Apartment Unit shall be effective for voting purposes until the Association receives written notice of such change together with satisfactory evidence thereof. The vote for each Member must be cast as a single unit. Fractional votes shall not be allowed. In the event that a Lot, Parcel, or Apartment Unit is owned by more than one Person and such owners are unable to agree as to how their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Owner casts a vote or votes representing a certain Lot, Parcel or Apartment Unit, the Owner will thereafter be conclusively presumed to be acting with the authority and consent of all other Owners of such Lot, Parcel or Apartment Unit unless objection thereto is made to the Board, in writing, at or prior to the time the vote or votes are cast. In the event more than one (1) Person casts or attempts to cast a vote for a particular Lot, Parcel or Apartment Unit all such votes shall be deemed void.

7.3. Members' Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles, the Bylaws, the Association Rules, a Tract Declaration, and in the Guidelines.

7.4. Transfer of Membership. Except as otherwise provided in this Declaration, the rights, duties and obligations of a Member cannot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of such Member's Lot, Parcel or Apartment Unit, and then only to the transferee thereof. Such transfer may be effected by deed, intestate succession, testamentary disposition, foreclosure, or other legal process authorized under Arizona law. Any attempt to make a non-approved form of transfer shall be void. Any transfer of ownership of a Lot, Parcel or Apartment Unit shall operate to transfer the Membership appurtenant thereto to the new Owner.

ARTICLE 8

ASSESSMENTS AND CREATION OF LIEN

8.1. Assessments for Common Expenses.

8.1.1. Assessments to pay a judgment against the Association shall be assessed against all Lots and Parcels in a manner determined by the Board.

8.1.2. If any common expense is caused by the misconduct of an Owner of a Lot or Parcel, his/her tenants, guests, invitees and licensees, the Association may assess that expense exclusively against that Owner and his/her Lot or Parcel.

8.2. Covenants to Pay. Each Owner by the acceptance of a deed to a Lot or Parcel, whether or not it is expressly stated in the deed, covenants and agrees to pay to the Association all Special Use Fees, Assessments and any additional charges levied pursuant to this Declaration.

8.2.1. **Liability for Payment.** The obligation to pay assessments shall run with the land so that each successive record Owner of a Lot or Parcel shall become liable to pay all such assessments. No Owner may waive or otherwise escape personal liability for assessments or release the Lot or Parcel owned by him/her from any lien and charges, by non-use of the Common Areas, by abandonment of the Lot or Parcel, by attempting to renounce rights in the Common Areas or the facilities or services, or for any other reason. Each assessment shall constitute a separate assessment and shall also be a separate, distinct and personal obligation of the Owner of the Lot or Parcel at the time when the assessment was levied and shall bind his/her heirs, devisees, personal representatives and assigns. Any assessment not paid within fifteen (15) days after it becomes due is delinquent. The personal obligation of an Owner for delinquent assessments shall not pass to a successive Owner unless the personal obligation is assumed by the successive Owner. Any assumption of personal liability by a successor

Owner (including a contract purchaser under an installment land contract) does not relieve the Owner from personal liability for delinquent assessments. After an Owner transfers his/her interest in a Lot or Parcel, as evidenced by the recordation of a deed in the office of the Pima County Recorder, he/she shall not be liable for any charges levied by the Association after the date the deed is recorded against the Owner of the Lot.

8.2.2. Funds Held in Trust. The assessments collected by the Association shall be held by the Association for the behalf of each Owner and shall be used solely for the operation, care and maintenance of the Common Areas and the performance of the Association's duties and responsibilities as set forth in this Declaration. Upon the sale or transfer of any Lot or Parcel, the Owner's interest in the funds shall be deemed automatically transferred to the successor Owner.

8.2.3. Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

8.2.4. Amount and Time for Payment. The amount and time for payment of Special Use Fees and Assessments shall be determined by the Board pursuant to this Declaration and the Articles and Bylaws.

8.3. Regular Assessments.

8.3.1. Payment of Regular Assessments.

8.3.1.1. Regular Assessments. Regular Assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Regular Assessments shall be levied on a fiscal year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in semi-annual installments on May 1 and November 1 of each year during the term of this Declaration. Regular Assessments shall commence for all Lots on the first day of the month following the conveyance of the Lot to the Owner, and may commence prior to that date at the option of the Association.

8.3.1.2. Increases in the Amount of Assessments. The Board shall not increase the annual assessment by more than twelve (12%) percent over the previous year's assessment, unless the increase is approved by two-thirds (2/3) of the total votes of the members, voting in person or by proxy at a meeting duly called for this purpose. The percentage of the increase in the amount of the annual assessment may not be more than thirty (30%) in any three (3) year period, unless the increase in the Consumer Price Index, (published by the Department of Labor, Washington, D.C.), for that thirty-six (36) month period is greater than a total of thirty (30%) percent. For example, if the Association increases assessments by twelve (12%) in year one, twelve (12%) in year two, then it may only increase the assessment by six (6%) in the third year, so that the total of the percentages used to increase the assessments equals thirty (30%) or less in that three (3) year period. By way of a second example, if the percentage of increase in

year one is ten (10%), in year two it is ten (10%), then in year three, the percentage of increase may only be ten (10%), for a total of thirty (30%) in that thirty-six (36) month period.

8.3.1.3. **Purpose of Assessments.** The Annual Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and Occupants, to enhance the quality of life within the Covered Property, to preserve the value to the Covered Property, to pay the costs of administration of the Association and the maintenance of the Common Areas, and to otherwise further the interests of the Association as the Board deems appropriate.

8.3.1.4. **Budgeting.** Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a budget containing:

- (1) estimated revenue and expenses;
- (2) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Areas and for contingencies;
- (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Areas; and
- (4) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Areas. The Board shall prepare and approve the annual budget and distribute a copy to each Member, together with written notice of the amount of the Regular Assessments to be levied against the Owner's Lot or Parcel, not less than thirty (30) days prior to the beginning of the fiscal year.

8.3.1.5. The total amount needed to fund the annual budget shall be charged against the Lots or Parcels as Regular Assessments as follows:

(a) The Annual Assessment for each Apartment Unit shall always equal one-half (0.5) of the Annual Assessment for each Lot.

(b) The Annual Assessment for each Net Acre in a Non-Residential Parcel shall always equal eight (8) times the Annual Assessment for each Lot.

(c) The Annual Assessment for a Single Family Parcel which has not yet been subdivided into Lots or a Condominium Parcel which has not yet been platted, shall be an amount equal to the Annual Assessment for a Lot multiplied by the minimum number of Units permitted to be constructed on the Parcel under the Continental Ranch Specific Plan.

(d) The Annual Assessment for an Apartment Parcel or portion thereof which has not yet had Apartment Units constructed thereon shall be an amount equal to four-tenths (4/10) of the Annual Assessment for the minimum number of Apartment Units permitted to be constructed under the Continental Ranch Specific Plan and the number of Apartment Units, if any, already constructed.

8.3.1.6. Supplemental Assessment. At anytime during the fiscal year, the Board may revise the amount of the Annual Assessment in order to meet expenses which exceed the amounts previously budgeted by the Association and collect such increased Annual Assessment in accordance with the procedures set forth in this Article. The Association shall give the Owners at least thirty days (30) notice of an increase in the amount of the Annual Assessment.

8.3.1.7. Assessments for Age Restricted Parcels. Any Non-Developer Owner of a Lot within an Age Restricted Parcel shall be required to pay (in addition to any applicable Special Use Fees) only twenty-five (25%) of the Annual Assessments, Special Assessments, or Maintenance Assessments otherwise imposed on Non-Developer Owners of Lots in Parcels having the same Land Use Classification which are not Age Restricted Parcels. The intent of this provision is to require that Non-Developer Owners in Age Restricted Parcels only pay twenty-five (25%) of the assessments otherwise imposed on other Owners, so long as the subject Parcel remains an Age Restricted Parcel. Notwithstanding anything to the contrary in the Declaration, including, without limitation, the provisions of Section 13.2, this Section 8.3.1.7 may only be amended in the same manner and procedure as a Tract Declaration imposed upon each Age Restricted Parcel.

8.3.2. Reserve Account. Out of the Reserve Account, the Association shall pay those costs attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. Except for funds collected for contingencies, no funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

8.3.3. Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix the Annual Assessments for the next fiscal year, the Annual Assessment established for the preceding year shall continue until a new Annual Assessment is fixed.

8.4. Rate of Assessment. The amount of the Annual Assessments and Special Assessments shall be established by the Board, in its sole discretion, in ratios among the Owners of Lots, Apartment Units and Non-Residential Parcels, as set forth in Section 8.3.1.4.

8.4.1. Obligation of Developer Owner of Lot, Condominium Unit or Apartment Unit.

8.4.1.1. The Developer Owner of a Lot, Condominium Unit or Apartment Unit shall pay twenty-five (25%) of the Annual Assessment and Special Assessment for such Lot, Condominium Unit or Apartment Unit until the earliest of:

(a) the initial conveyance of a completed Dwelling Unit thereon to a different Owner;

(b) completion of construction of the Apartment Units as evidenced by the issuance of a certificate of occupancy.

8.4.1.2. If the approved site plan for the Condominium Parcel or Apartment Parcel contemplates the construction of more than one apartment building thereon, the Condominium Parcel or Apartment Parcel shall, for purposes of this Section only, be deemed subdivided into the number of sub-parcels equal to the number of approved buildings on the approved site plan, in which case the Annual Assessments and Special Assessments shall be deemed divided equally among such sub-parcels such that each of the building shall be allocated to a separate sub-parcel, and the Developer Owner shall pay twenty-five (25%) of the prorated Annual Assessments and Special Assessments against each sub-parcel until the earliest of the events specified in subsections (a) and (b) above, as applicable, with respect to such sub-parcel.

8.4.2. Obligation of Developer Owner of Single Family Parcel. The Developer Owner of a Single Family Parcel which remains an intact Parcel because it has not yet been subdivided shall pay the reduced rate of twenty-five (25%) of the regular Annual Assessments based on the minimum number of Units which are allowed to be built, as set forth in the Continental Ranch Specific Plan approved by the Town of Marana. As of the date of the recordation of this Declaration, the following number of units for the types of parcels in Continental Ranch, have been approved in the Continental Ranch Specific Plan:

(1) for medium density parcels: 3 to 6;

(2) for medium high density parcels: 6 to 10; and

(3) for high density parcels: 10 to 25.

In the event the Parcel is subdivided into phases and less than all of such phases are subdivided into Lots, the reduced rate of twenty-five (25%) of the regular Annual Assessments will continue to apply to the unsubdivided remainder of the Parcel until the dates specified in Sections 8.4.1.1.

8.4.3. Obligation of Developer Owner of a Non-Residential Parcel.

8.4.3.1. The Developer Owner of a Non-Residential Parcel shall pay twenty-five (25%) of the Annual Assessments and Special Assessments for such Parcel until the completion of the first building thereon as evidenced by the issuance of the certificate of

occupancy or similar instrument therefor or completion of any other improvements that allow the Parcel to be used in any trade or business.

8.4.3.2. If the approved site plan for the Parcel contemplates the construction of more than one building thereon, the Parcel shall, for the purposes of this Section only, be deemed subdivided into the number of sub-parcels equal to the number of approved buildings set forth on the approved site plan, in which case the Annual Assessments and Special Assessments shall be deemed divided equally among such sub-parcels such that each of the buildings shall be allocated to a separate sub-parcel, and the Developer Owner shall pay twenty-five (25%) the Annual Assessments and Special Assessments against each sub-parcel until the event specified above, with respect to each sub-parcel.

8.4.4. Obligation of Non-Developer Owner and Developer Owner as to Lots or Parcels which such Owner is not Developing. A Non-Developer Owner shall not be entitled to the reduced assessment rates provided in the above Sections and a Developer Owner shall be entitled to such reduced rates only if it is a Developer Owner with respect to the specific Lot or Parcel in question. If a Developer Owner ceases to qualify for the reduced payments provided for herein during an assessment Period, the Developer Owner shall immediately notify the Association, in writing, of the change in status. The failure of a Developer Owner to notify the Association of the change in status shall not prevent or preclude the reinstatement of the full payment obligation pursuant hereto from taking effect as of the applicable date as provided herein. The Association may from time to time request that any Developer Owner of property being assessed at a reduced rate furnish to the Association evidence that such Developer Owner continues to be entitled to a reduced assessment rate under this Section, and if such Developer Owner fails to produce such evidence within thirty (30) days following the date of the Association's request, or if such evidence as is furnished is unsatisfactory, in the Board's reasonable discretion, to demonstrate such Developer Owner's continued entitlement to the reduced assessment rate, the Board may terminate such reduced assessment rate as of the date reasonably deemed appropriate by the Board.

8.5. Special Assessments. The Board, in its discretion, may levy Special Assessments in addition to the Regular Assessments for

- (1) constructing capital improvements;
- (2) correcting an inadequacy in the current operating account;
- (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Lot(s) or Common Areas; or
- (4) paying for such other matters as the Board may deem appropriate.

8.6. Maintenance Assessments. In addition to any Annual Assessment or Special Assessment and the Assessments arising under Section 11.2, the Association has the authority to levy and collect Maintenance Assessments for costs and expenses arising by or attributable to the special characteristics or needs of a particular Lot or Parcel, or if the Owner of a Lot or Parcel contracts with the Association for the Association to provide particular maintenance services in regard to such Owner's Lot or Parcel.

8.7. Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his/her Lot or Parcel if a failure to comply with the Association's Documents has

(1) necessitated an expenditure of monies by the Association to bring the Owner or his/her Lot or Parcel into compliance or

(2) resulted in the imposition of a fine or penalty.

A Reimbursement Assessment shall not be levied by the Association until Notice and an opportunity for a Hearing has been given to the Owner. Reimbursement Assessments may be enforced in the same manner as Regular and Special Assessments and by the filing of a Notice of Assessment Lien as provided in this Declaration.

8.8. Annual Assessment Period. Except as otherwise provided herein below, the Assessment Period shall be the fiscal year commencing on November 1 of each year and terminating the following October 31. The Board may, in its sole discretion, from time to time, change the Assessment Period.

8.9. Liability for Regular Assessments upon Expiration of the Reduced Assessment Period. In the event an Owner of a Lot or Parcel who has the right to pay a reduced Assessment amount as provided for in this Declaration, fails to notify the Board of the date the payment amount is to be increased, such Owner shall nonetheless be liable for the full amount of the Assessment, as of that date and such Owner's failure to notify the Board shall not relieve the Owner of the liability for such full Assessment.

8.10. Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur in the process of collecting monies due and delinquent from the Owner. All additional charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional charges shall include, but not be limited to, the following:

(a) **Attorneys' Fees.** Reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any assessment or sum due, including the placement of the lien, the filing of a suit or otherwise;

(b) **Late Charges.** A Late Charge in an amount to be determined by the Board, to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due. The Late Charge shall be added to each Delinquent Assessment if the Delinquent Assessment is not paid within fifteen (15) days after its due date.

(c) **Cost of Suit.** Costs of suit and court costs incurred as are allowed by the Court;

(d) **Interest.** Interest on all sums imposed in accordance with this Article including delinquent assessments, reasonable costs of collection, reasonable attorneys' fees and late charges, at an annual percentage rate to be established by the Board.

(e) **Collection Costs.** The Board may charge the Owner a fixed fee to be reimbursed to the Association for the Association's cost in preparing the recorded Lien, Recorded Assessment Lien, processing the delinquency, and preparing and recording a release of lien. This fee shall be treated as a collection cost of the Association secured by the Recorded Assessment Lien.

(f) **Other.** Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

8.11. **Statement of Payment.** Upon receipt of a written request therefor from any Owner or Resident, the Board, within a reasonable time thereafter, shall issue to the requesting party a written statement stating that as of the date of that statement:

8.11.1. All Assessments and Special Use Fees (including collection fees, if any in regard thereto), have been paid which could be the basis for an Assessment Lien against the Lot or Parcel specified in the Owner's or Resident's request; or

8.11.2. If the amount(s) then due and payable have not been paid, the Association may impose a reasonable charge for the issuance of such statement. Any such statement shall be conclusive and binding with respect to any matter set forth therein.

8.12. **Fines and Penalties.** If any Owner, his/her family, or any licensee, invitee, tenant or lessee violates the Declaration or any Rules adopted by the Board, the Board may levy a fine upon the Owner of a Lot of not more than One Hundred and No/100 Dollars (\$100.00) for each violation and upon any Developer Builder of a Lot or Parcel, of not more than Five Hundred and No/100 Dollars (\$500.00), and/or may suspend the right of such person to use the Common Areas, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. However, for each day a violation continues after written notice to cease has been mailed, it shall be considered a separate violation and subject to the imposition of the fine for each day the violation continues thereafter. The Board shall establish a schedule of fines and a procedure by which it imposes such fines, including the right to a hearing if requested

by the Owner. Any fines which remain unpaid for a period of ten (10) days or more after being assessed against the Owner shall become a lien upon the Owner's Lot or Parcel, upon the filing of a Recorded Lien prepared pursuant to this Declaration and shall be collected in the same manner as assessments.

8.13. Exempt Property. Property described as "Exempt Property" is exempt from the payment of Assessments (except as may be provided in Sections 11.2 and 11.3 with respect to Maintenance Assessments) and the filing of an Assessment Lien, and has no voting rights in the Association, provided, however, if any Exempt Property ceases to be Exempt Property for any reason, it shall then be subject to Assessments (prorated as of the date it ceased to be Exempt Property) and the Assessment Lien, and shall be entitled to have voting rights in the Association as otherwise determined in this Declaration.

ARTICLE 9

ENFORCEMENT AND THE ASSESSMENT LIEN

9.1. Association Remedies to Enforce Assessments. If any Owner fails to pay any Assessments or Special Use Fees when due, the Board may (and each Owner hereby authorizes the Association to), in addition to any other remedies provided by law, enforce the obligations of any Owner to pay each assessment provided for in this Declaration in any manner provided by law or by either or both of the following procedures:

(a) **By Suit.** The Association may commence and maintain a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit shall be maintained in the name of the Association. Any judgment rendered in any action shall include the amount of the delinquency, additional charges and any other amounts the court may award, including reasonable attorneys' fees. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the Association's lien.

(b) **By Lien.** To perfect its lien, the Association may record a Notice of Lien in the Office of the Pima County Recorder. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all the Owners. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages. The lien for assessments shall constitute a lien on the Lot which is prior and superior to all other liens, except

(1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and

(2) the lien of any first mortgage or deed of trust.

For purposes of this Article 9, the Assessment Lien shall extend to (and phrases such as "appropriate Lot or Parcel" or "the Lot or Parcel" shall be deemed to include) all Non-Residential Parcels owned by the delinquent Owner and, in the case of a delinquent Developer Owner, to all Lots and Parcels owned by such Developer Owner, regardless of whether the delinquent amounts owed by the Owner in question relate to all or less than all of the Lots or Parcels owned by such Owner.

9.2. Subordination of Assessment Lien. The Assessment Lien shall be superior to all charges, liens or encumbrances which hereafter are or may be imposed on any Lot or Parcel except:

(a) the lien of any mortgage or deed of trust encumbering the Lots and Parcels which was Recorded prior to this Declaration;

b) the lien for taxes or other governmental assessments which is deemed superior hereto by applicable law; and,

(c) the lien of any first mortgage or deed of trust.

Sale or transfer of any Lot or Parcel shall not affect the Assessment Lien provided, however, the sale or transfer of any Lot or Parcel pursuant to any first mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the Assessment Lien only as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve a Lot or Parcel for liability from any Assessment theretofore becoming due nor from the Assessment Lien arising in regard thereto. In addition, no Event of Foreclosure shall impair the Assessment Lien or a Recorded Assessment Lien, except that a Person obtaining an interest in a Lot or Parcel through an Event of Foreclosure shall take title subject only to such Assessments as shall accrue subsequent to the date the Person acquires its interest. No sale or transfer, including foreclosure, shall relieve any Owner of his personal liability for Assessments.

9.3. Billing and Collection Procedures. The Association has the right to adopt procedures for the purpose of making, billing and collecting the Assessments and Special Use Fees, which procedures may include delegating to the applicable Subsidiary Association the authority and obligation of billing and collecting some or all of the Assessments and Special Use Fees. The failure of the Association to send an invoice to an Owner shall not relieve such Owner of the Owner's liability for an Assessment or Special Use Fee.

9.3.1. Foreclosure of Association's Lien. The Association may not institute foreclosure proceedings of the Association's Assessment Lien until the Owner has been given at least thirty (30) days written notice to cure the delinquency. The notice shall be addressed to the Owner at the address of the Owner reflected on the records of the Association. It is the Owner's responsibility to inform the Association in writing of a change in his or her address.

9.3.2. **Refunds of Payments.** The Association is not required to refund any payments received by the Association even though the ownership of a Lot or Parcel changes during an Assessment Period. Any successor Owner shall be given credit for any prepayments made by any prior Owner.

9.3.3. **Collection by Subsidiary Association** Any Subsidiary Association which otherwise complies with the requirements of this Declaration shall collect the Assessments levied by the Association from the Owners subject to the applicable Subsidiary Declaration, and in turn, such Subsidiary Association shall then remit said sums so collected directly to the Association on behalf of the subject Owners. The Subsidiary Association for any Age Restricted Parcel is hereby automatically vested with such responsibility to so collect and remit the Assessments.

9.4. **Release of Recorded Assessment Lien.** Upon the complete curing of any default, which includes the payment of all collection costs, including attorney's fees, incurred by the Association, for which an Assessment Lien was recorded by the Association, the Association shall record an appropriate release of the Recorded Assessment Lien.

ARTICLE 10

USE OF ASSOCIATION FUNDS

10.1. **Use of Association Funds.** In addition to the powers enumerated in the Articles and Bylaws, the Association shall apply all Funds for the common good and benefit of the Covered Property, the Owners and the Occupants. The Funds may be used, among other things, to insure, acquire, construct, alter, maintain, provide and operate, in any manner whatsoever, any and all land, properties, improvements, services, projects, programs, studies and systems, within the covered Property and the Common Areas, which may be necessary, desirable or beneficial to the general common interests of the Owners and the Occupants.

10.2. **Borrowing Power.** The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as the Board deems necessary or appropriate.

10.3. **Association's Rights to Accumulate Funds From Year to Year.** The Association is not obligated to spend, in any year, all Funds received by it in any fiscal year, and the Board may carry forward any balances as surplus Funds. The Association is not obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year.

ARTICLE 11
MAINTENANCE

11.1. Common Areas and Public Rights-of-Way.

11.1.1. Areas of Association Responsibility. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas, provided, however, that the Association is not responsible for providing or maintaining the landscaping or structures on any Common Areas located on or within Lots or Parcels unless:

(a) such landscaping or structures are intended for the general benefit of the Owners and Occupants; and,

(b) the Association assumes in writing the responsibility for such maintenance and such instrument is Recorded.

The Association shall also maintain any landscaping and other improvements not located on Lots or Parcels but located within the Covered Property if such areas are intended for the benefit of Owners and Occupants, unless such areas are to be maintained by a governmental entity or public utility and in fact are being maintained by such entity or utility or are the responsibility of a Lot or Parcel Owner pursuant to Section 5.4.4 above. Common Areas to be maintained by the Association may be identified on recorded subdivision plats, but the failure to so identify such areas shall not affect the Association's rights or responsibilities with respect thereto.

11.1.2. Delegation of Responsibilities. In the event any recorded subdivision plat, Tract Declaration, recorded map of dedication, recorded deed restriction or this Declaration permits the Association to determine whether Owners of certain Lots or Parcels shall be responsible for the maintenance of certain Common Areas or public rights-of-way, the Board shall have the reasonable discretion to determine whether the Association or an individual Owner should be responsible for such maintenance, considering cost, uniformity of appearance, location and other relevant factors. The Board may also cause the Association to contract with others for the performance of such maintenance and other obligations of the Association. To promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots and Parcels having such responsibilities in exchange for the payment of such fees as the Association and the Owner may agree.

11.1.3. Standard of Care. The Association shall use a reasonably high standard of care in providing for the repair, management and maintenance of the Common Areas

so that Continental Ranch will reflect a high degree of pride of ownership. The Board shall be the sole judge as to the appropriate level of maintenance of all Common Areas.

11.2. Assessment of Certain Maintenance Costs. In the event the need for maintenance or repair of areas maintained by the Association is caused through the willful or negligent act or omission of any Owner (or of any other Person for whom such owner is legally responsible under applicable state law), the cost of such maintenance or repair shall be added to and become a part of the Assessments to which such Owner and such Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien, if deemed appropriate by the Board. Any charges to be paid by an Owner in connection with a maintenance contract entered into by the Association pursuant to Section 11.1 shall also become a part of such Assessments and be secured by the Assessment Lien, if deemed appropriate by the Board.

11.3. Improper Maintenance and Use of Lots and Parcels. In the event any portion of any Lot or Parcel is maintained so as to present a nuisance, or substantially detracts from or affects the appearance or quality of any neighboring Lot, Parcel or other area, or is used in a manner which violates this Declaration or any applicable Tract Declaration; or in the event the Owner of any Lot or Parcel fails to perform such Owner's obligations under this Declaration, any applicable Tract Declaration, the Association Rules, or the Guidelines, the Association, by Board resolution, may make a finding to such effect, specifying the particular condition(s) that exist, and thereafter give notice to the Owner of such Lot or Parcel that unless specified corrective action is taken within a specified time period the Association, at such Owner's cost, may take whatever action is appropriate legal action. If at the expiration of the specified time period the requested corrective action has not been taken by the Owner, the Association is hereby authorized and empowered, at its sole discretion, to cause corrective action to be taken or to commence appropriate legal action and the cost thereof, including court costs and attorneys' fees, shall be added to and become a part of the Assessments to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien, if deemed appropriate by the Board.

11.4. Excess Maintenance Costs. In the event any use of, or activity on, any Lot or Parcel causes the maintenance or repair costs incurred or to be incurred by the Association with respect to any portion of the Common Areas to be substantially greater than those costs which would typically be incurred for such portion of the Common Areas if such portion were adjacent to Lots used only for typical Single Family residential housing and related purposes, whether such use or activity is of a continuing nature or an isolated event, the Board may, by resolution, make a finding to such effect, of the amount of the excess costs incurred or expected to be incurred by the Association and of the method of determining such excess costs. Upon the adoption of such a resolution, the amount of such excess costs at any time or from time to time incurred by the Association for the reasons specified in the resolution shall be added to and become a part of the Assessment for which the Owner of any Lot or Parcel upon which such use or activity is conducted is liable and all of such Assessments shall be secured by the Assessment Lien on such Owner's Lot or Parcel.

11.5. No Responsibility for Maintenance of Age Restricted Parcels. The Association shall have no responsibility to maintain any Common Areas located in any Age Restricted Parcels. The Subsidiary Association established for each Age Restricted Parcel shall be required to maintain the Common Areas located in said Parcel to the standard of care required pursuant to Section 11.1.3. Notwithstanding the foregoing, the Association may enforce the obligations of the Owners of Lots within the Age Restricted Parcels to comply with this Article 11, pursuant to the powers granted to the Association as set forth in Article 12 below.

ARTICLE 12

RIGHTS AND POWERS OF THE ASSOCIATION

12.1. Rights, Powers and Duties of the Association. In addition to the rights and powers of the Association set forth in this Declaration, the Association has those rights and powers which are set forth in the Articles and Bylaws, together with such rights and powers and duties as may be reasonably necessary in order to effectuate all of the objectives and purposes of the Association as set forth herein. A copy of the Articles and Bylaws shall be available for inspection at the office of the Association during reasonable business hours.

12.2. Rules and Regulations. In addition to the right to adopt, amend and repeal rules and regulations on the matters expressly mentioned elsewhere in the Declaration, the Association, action through the Board, has the right to adopt, amend and repeal rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration, the Articles, and the Bylaws. Upon adoption, the Association Rules shall be enforceable in the same manner as this Declaration and shall have the same force and effect as if they were set forth in and were a part of this Declaration.

12.3. Association's Rights of Enforcement. The Association, as the agent and representative of the Owners, has the right, but not the obligation, to enforce the provisions of this Declaration. Further, any Owner, has the right and authority, but not the obligation, to enforce the provisions of this Declaration.

12.4. Contracts with Others. Subject to the restrictions and limitations contained herein, the Articles, the Bylaws, and the laws of the State of Arizona, the Association may enter into contracts with others, and such contracts shall not be invalidated by the fact that one or more directors or officers of the Association are employed by or otherwise affiliated with such businesses or contractors. However, the fact of such interest shall be disclosed or made known to the other members of the Board acting upon such contract or transaction and, the transaction or contract must be fair and reasonable. Notwithstanding the foregoing, any management contract entered into by the Association must be terminable, without penalty, by the Association for cause at any time and without cause upon reasonable notice without penalty upon no more than thirty (30) days notice.

12.5. Procedure for Change of Use of Common Area. Upon adoption of a resolution by the Association stating that the then current use of a specified part of the Common Areas is no longer in the best interests of the Owners and Occupants, and the approval of such resolution by not less than two-thirds (2/3) of the votes of Members voting in person or by proxy at a meeting duly called for that purpose, the Association has the power and right to change the use thereof (and in connection therewith to take whatever actions are required to accommodate the new use), provided such new use:

(a) also shall be for the common benefit of the Owners and Occupants; and

(b) shall be consistent with any Recorded deed, Tract Declaration, Recorded restrictions or zoning regulations.

12.6. Procedure for Transfers of Common Areas. The Association has the right to dedicate or transfer all or any part of the Common Areas to any public authority or utility provided that:

12.6.1. Such transfer or dedication does not have a substantial adverse effect on the enjoyment of the Common Areas by the Owners and Occupants or on the easements and licenses with respect to the Common Areas granted by this Declaration to the Owners and Occupants;

12.6.2. It is required by a recorded subdivision plat, a zoning stipulation or an agreement with the Town or the County, as applicable;

12.6.3. The Owners entitled to cast two-thirds (2/3) of the votes of the membership have approved such dedication or transfer; and

12.6.4. The transfer or dedication has been approved by VA or FHA, as applicable, to the extent VA or FHA may be involved in the Continental Ranch project.

Notwithstanding the foregoing, and without the requirement of the approval of the Owners, but subject to Section 12.6.4 above, in the case of private drainageways that are Common Areas, the Board, by a unanimous vote of the entire Board of Directors, may approve the transfer of ownership to the Town, if the Town shall accept such transfer.

ARTICLE 13

TERM: AMENDMENTS, TERMINATION

13.1. Term, Method of Termination. This Restated Declaration shall be effective upon its Recordation and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of its Recordation. Thereafter, this Declaration (as amended from time to time) shall be automatically extended for

successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the Owners casting seventy-five (75%) of the total votes then entitled to be cast at a meeting held for such purpose within six (6) months prior to the expiration of the initial term hereof or any ten (10) year extension. In addition, this Declaration may be terminated at any time if seventy-five (75%) of the votes then entitled to be cast by Members shall be cast in favor of termination at a meeting held for such purpose. If the necessary votes and consents are obtained, the Board shall Record a Certificate of Termination, duly executed by the President or Vice President of the Association and attested to by the Secretary of the Association. Upon recording the Certificate of Termination this Declaration shall have no further force and effect and the Association shall be dissolved in accordance with the terms of its Articles and Bylaws and the laws of the State of Arizona.

13.2. Amendments. This Declaration may be amended (either during the initial twenty (20) year term or during any extension thereof pursuant to Section 13.1 above) by recording a certificate of amendment, duly executed by the president or vice president of the Association, which sets forth, in full, the text of the amendment adopted. The Amendment shall certify that at a meeting called for that purpose, the Owners casting sixty-seven (67%) of the votes then entitled to be cast, voted affirmatively for the adoption of the amendment. A Tract Declaration may be amended at any time by a Recorded instrument (or by counterpart instruments) executed by the Board and the Owners (other than the Board, if the Board is an Owner of any Lot(s) or Parcel(s) subject to the Recorded Tract Declaration) holding sixty-seven (67%) of the votes attributable to all Lots and Parcels subject to the Recorded Tract Declaration.

13.3. Right to Amend if Requested by Governmental Agency or Federally Chartered Lending Institution. Anything in this Article to the contrary notwithstanding, the Board reserves the right to amend this Declaration or a Tract Declaration as may be requested or required by the FHA, VA, or any other Agency with whom the Board elects to do business as a condition precedent to such Agency's approval of this Declaration or an applicable Tract Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or Parcel or purchasing loans secured thereby. Any such amendment shall be effected by the Board recording a certificate of amendment duly executed and acknowledged by the Board specifying the Agency or the lending institution requesting the amendment and setting forth the requested or required amendment(s). Recordation of such a certificate shall be deemed conclusive proof of the Agency's or institution's request or requirement and such certificate, when recorded, shall be binding upon all of the Covered Property and all persons having a interest therein.

13.4. Protected Sections. The following Sections of this Declaration cannot be amended, except upon the unanimous consent of all the votes of the Association: Sections 6.4, 6.5.2, 13.2, 13.4., 14.1 and 14.2. Section 13.4 can only be amended (using the voting percentages set forth in Section 13.2) to include additional protected sections.

ARTICLE 14

EMINENT DOMAIN, INSURANCE REQUIREMENTS AND CLAIMS, DESTRUCTION OF IMPROVEMENTS

14.1. **Eminent Domain.** The term "Taking" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened Taking of all or any portion of the Common Areas, the Owners hereby appoint the Board and such Persons as the Board may delegate to represent all of the Owners in connection with the Taking. The Board shall act, in its sole discretion, with respect to any awards made or to be made in connection with the Taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the Taking shall be paid to the Association. In the event of a total Taking, the Board in its sole discretion, may retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Owners, (taking into account a reduction in the distribution to those Owners paying reduced amounts for Assessments pursuant thereto), and all holders of liens and encumbrances, as their interest may appear of Record.

14.2. Insurance.

14.2.1. Except as otherwise provided in this Article, the Association is responsible and obligated to purchase and maintain at all times the following types of insurance:

(a) Comprehensive general liability and property damage insurance covering all Common Areas and all other areas under the jurisdiction or control of the Association. Such insurance policy or policies shall contain, if available, a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a Lot or Parcel Owner because of negligent acts of the Association or of any other Dwelling Unit Owners. The scope of coverage of such policy or policies must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use as Continental Ranch. Coverage shall be for at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage.

(b) Blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. Such policy or policies shall consist, at a minimum, of a multi-peril type policy covering the subject improvements, providing, as a minimum, fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage lenders in Tucson, Arizona, on a replacement cost

basis, in an amount of not less than one hundred percent (100%) of the insurable value (based upon the replacement cost).

(c) Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement costs. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

(d) In the event any improvement constructed on the Common Area is subject to a mortgage or deed of trust, then each policy of insurance must contain or have attached to it a standard mortgagee clause which provides that all proceeds paid under such policies shall be paid to the Association for the use and benefit of all mortgagees under mortgages encumbering any such improvements, and such policy or policies must further provide that the insurance carrier shall notify each First Mortgagee named, at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy. Such policy or policies shall further provide that the interest of each Mortgagee holding a mortgage on any Dwelling Unit in insurance proceeds shall not be invalidated by any action, neglect or inaction of the Board of Directors of the Association, owners of Lots or their tenants or agents. Such policy or policies shall further provide for waiver by the insurer of any policy provisions which would render the Mortgagee clause invalid by reason of the failure of such Mortgagee to notify the insurer of any hazardous use of such improvements and any policy requirement that the Mortgagee pay the premium thereon.

(e) All insurance coverage obtained by the Association shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

(1) All policies shall be written with a company licensed to do business in Arizona which holds a Best's rating of A or better and is assigned a financial size category of V or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(2) All policies on the Common Areas shall be for the benefit of the Association, its Members and Mortgagees.

(3) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(4) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees.

(5) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one (1) or more qualified persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the Tucson, Arizona area.

(6) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(a) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Owners, and their respective tenants, servants, agents and guests;

(b) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(c) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one or more individual Owners; suspended or subject to non-renewal on account of the conduct of any director, officer or employee of the Association, or its duly authorized manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee;

(d) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(e) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification or non-renewal.

(f) In addition to the other insurance required by this Section, the Association shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available; a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available; and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available, may not be less than one and one half (1.5) times the annual operating expenses and reserves. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

(g) In the event of substantial damage to or destruction of any part of the Common Areas, any first mortgagee thereof will be entitled to timely written notice of any such damage or destruction and the Owner of the Common Area or other party

shall have priority over such first mortgagee with respect to the distribution of any insurance proceeds.

14.2.2. Unacceptable Policies of Insurance. Policies shall be unacceptable where:

(a) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Dwelling Unit owner; or

(b) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or

(c) the policy includes any limiting clauses (other than insurance conditions) which could prevent any Lot or Parcel Owner from collecting insurance proceeds.

14.3. Destruction of Improvements. In the event of a partial or total destruction of the improvements upon the Common Areas, the Association shall restore and repair the same to their former condition as promptly as is practicable and in a lawful and workmanlike manner. The proceeds of insurance maintained for such purpose shall be used for this purpose, subject to the prior rights of mortgagees whose interests may be protected by said policies. In the event any excess insurance proceeds remain after repair and replacement thereof, the Board shall retain such sums in the general funds of the Association. If there are not sufficient insurance proceeds to restore and replace the improvements, then, upon a majority vote of the Owners entitled to vote, the Association may impose a special assessment equally against the Owners of each Lot to provide the necessary funds for restoration and replacement. In the alternative, such Owners may vote not to replace or restore the improvements but to retain such proceeds in the Association's general fund. Notwithstanding anything to the contrary, the distribution of any insurance proceeds for any damage or destruction to the Common Area shall be subject to the prior rights of any Mortgagees.

14.4. Individual Responsibility. It shall be the responsibility of each Owner or Occupant to provide insurance for him/herself on his/her real or personal property interests on or within the Covered Property, including, but not limited to, his/her additions and improvements thereto, furnishings and personal property therein, his/her personal liability to the extent not covered by the property and public liability insurance, if any, obtained by the Association. Each Owner and Occupant shall also provide such other insurance which is not carried by the Association as such Person desires. No Person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Areas. Neither the Association nor any Board member shall be liable to any Person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Association or if the amount of such insurance is not adequate.

14.5. Insurance Claims. The Association is irrevocably appointed and authorized by the Owners to adjust all claims arising under insurance policies purchased by the

Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association.

ARTICLE 15

MISCELLANEOUS

15.1. **Enforcement Rights.** Each Owner has the right and authority, but not the obligation, to enforce the provisions of this Declaration.

15.2. **Attorney's Fees.** In the event any legal action is instituted to enforce the provisions of this Declaration, the successful party shall be entitled to judgment against the other party for all attorney's fees and court costs incurred.

15.3. **Interpretation of the Covenants.** Except for judicial construction and as hereinafter provided, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration, including without limitation, the land use restrictions in Article 5 hereof and in any Tract Declarations. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of this Declaration or of any Tract Declaration shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration or the applicable Tract Declaration.

15.4. **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.

15.5. **Rule Against Perpetuities.** If any of the interests, privileges, covenants or rights created by this Declaration are unlawful, void or voidable for violation of the rule against perpetuities or any related rule, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States in office on the date this Declaration is recorded.

15.6. **Change of Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

15.7. **Association's Disclaimer of Representation.** Notwithstanding anything to the contrary herein, the Association makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Continental Ranch can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or

not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While the Association has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Association makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot or Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot or Parcel agrees to hold the Association harmless therefrom.

15.8. Gender and Number. Wherever the context of this Declaration 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.

15.9. Captions. All captions, titles or headings of the Articles and Sections in this Declaration 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 thereof.

15.10. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required to be given to the Members by this Declaration, unless otherwise specified in this Declaration or in the resolution of the board, such notice shall be deemed satisfied if notice of such action or meeting is posted at the recreational center, published in the Association's newsletter, or published in any newspaper of general circulation within Pima County. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

15.11. Water Rights. The Association has the right to receive all water which any Lot or Parcel, or the Owner thereof, is entitled to receive from any irrigation district serving such Lot or Parcel. The Association shall use such water for maintaining the Common Areas and for other appropriate uses for the benefit of the Owners and Occupants generally. Each Owner shall execute any assignments or instructions as the Association or any Irrigation District may request in order to maintain, increase or obtain allocations of water to which such Owner's Lot or Parcel is entitled and to enable the Association to receive all water which is at any time allocated to the Lot or Parcel. The right to receive such water from an Irrigation District is and shall remain appurtenant to the Lot or Parcel. The Owner of each Lot or Parcel and any portion thereof, covenants and agrees and each Owner by acceptance of deed to a Lot or Parcel is deemed to covenant and agree that the Irrigation District shall have no obligation or duty to construct or in any way provide ditches for water delivery, regardless of the then current use of the Lot or Parcel. The Association shall pay any and all assessments and charges made by the Irrigation District for the delivery and use of water to which the Lot or Parcel is entitled when used by the Association for maintaining the Common Areas and for other

appropriate uses for the benefit of the Owners and Occupants generally. Notwithstanding the foregoing, any Owner has the right to require direct delivery of water to which his, her or its land is entitled from any such Irrigation District. In the event an Owner requires direct delivery, such Owner, and not the Association, shall bear any and all expenses associated with direct delivery, including, but not limited to, the construction and installation of a delivery system and all future assessments and charges for the delivery and use by such Owner of water to which his, her or its land is entitled.

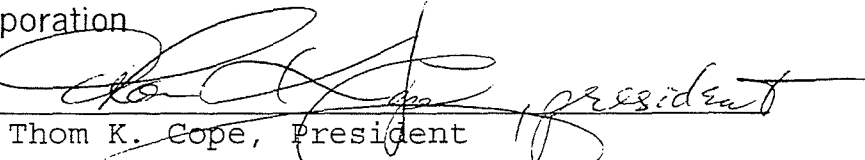
By its execution below, the Association hereby certifies that, at a meeting called for that purpose and held on October 29, 2002, the Owners casting at least sixty-seven (67%) of the votes then entitled to be cast voted affirmatively for the adoption of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration effective as of October 31, 2002.

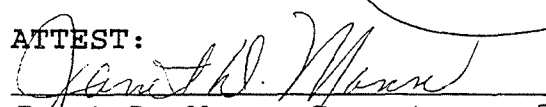
ASSOCIATION:

CONTINENTAL RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By


Thom K. Cope, President

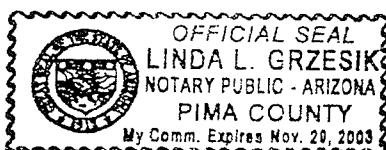
ATTEST:


Janet D. Mann, Secretary of
Continental Ranch Community
Association, an Arizona
non-profit corporation

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by Thom K. Cope as President of Continental Ranch Community Association, an Arizona non-profit corporation.

My Commission Expires:

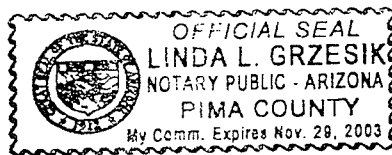



Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by Janet D. Mann as Secretary of Continental Ranch Community Association, an Arizona non-profit corporation.

My Commission Expires:



Linda L. Grzesik

Notary Public

[illegible]

**EXHIBIT "A" TO RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CONTINENTAL RANCH APPROVED
MARCH 7, 1994**

CONTINENTAL RANCH LEGAL DESCRIPTIONS FOR SUBDIVIDED PARCELS, AS RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER		
Parcel Number	Lot Numbers & Common Area	Map & Plat
Continental Ranch Parcel 7	Lots 1 - 18 and Common Areas A & B	Book 44 at 69
Continental Ranch Parcel 8	Lots 1 - 21 and Common Areas A & B	Book 44 at 70
Continental Ranch Parcel 10	Lots 1 - 144 and Common Areas A & B	Book 45 at 76
Continental Ranch Parcel 12A	Lots 1 - 118 and Common Area A	Book 42 at 31
Continental Ranch Parcel 12B	Resubdivided: Lots 1 - 69 and 71 - 146 and Common Area A	Book 43 at 5
Continental Ranch Parcel 16	Lots 1 - 20	Book 42 at 63
Continental Ranch Parcel 18	Lots 1 - 160 and Common Area A	Book 42 at 9
Continental Ranch Parcel 27A	Lots 1 - 54 and Common Area A	Book 42 at 33
Continental Ranch Parcel 27B	Lots 1 - 179 and Common Area A	Book 42 at 34
Continental Ranch Parcel 50	Lots 1 - 46	Book 42 at 54
Continental Estates, Parcel 52C	Lots 1 - 34	Book 42 at 42

April 22, 1

The
WLB
Group
inc.

WLB 186031
November 19, 1992

CONTINENTAL RANCH
PUMP STATION

That portion of the Northeast One-Quarter (NE 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of the said Northeast One-Quarter (NE 1/4):

THENCE N 00°32'03" W, along the East line of the said Northeast One-Quarter (NE 1/4), a distance of 106.76 feet to the Northeasterly right-of-way of Coachline Boulevard;

THENCE N 64°28'15" W, along the said right-of-way, a distance of 431.57 feet to the POINT OF BEGINNING;

THENCE N 64°28'15" W, along the said right-of-way, a distance of 222.64 feet;

THENCE N 00°32'03" W, 199.99 feet;

THENCE N 89°27'57" E, 200.00 feet;

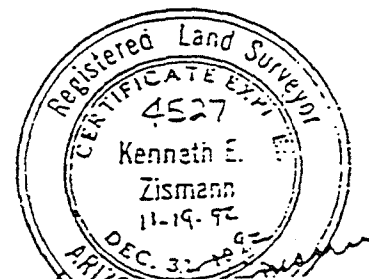
THENCE S 00°32'03" E, 297.81 feet to the POINT OF BEGINNING.

Containing 1.14 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.





WLB 186031
REV. 11/19/92

CONTINENTAL RANCH
PARCEL 1

That portion of Sections 34, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the said Section 34;

THENCE S 89°53'53" W, along the North line of the said Section 34, a distance of 851.20 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 73°25'24" E, said point being of the Southeasterly right-of-way of Drainageway 10, recorded in Docket 8348 at Page 1418;

THENCE Southerly along the said right-of-way, along the arc of said curve, to the right, having a radius of 3,074.00 feet and a central angle of 005°44'42" for an arc distance of 308.23 feet to the POINT OF BEGINNING;

THENCE S 56°29'53" E, 819.62 feet to the Northwestern right-of-way of Cortaro Road, recorded in Docket 8097 at Page 1971;

THENCE S 33°30'07" W, along the said right-of-way, a distance of 615.00 feet to a point of curvature of a tangent curve concave to the North;

THENCE Westerly along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 087°29'53" for an arc distance of 76.35 feet to a point of tangency, on a line 25.00 feet Northeasterly of and parallel with the Northeasterly right-of-way of Silverbell Road, recorded in Docket 8097 at Page 1971;

THENCE N 59°00'00" W, along the said parallel line, a distance of 708.26 feet to the Southeasterly right-of-way of Drainageway 10;


THENCE N 31°21'43" E, along the said right-of-way, a distance of 214.76 feet to a point of curvature of a tangent curve concave to the Northwest;

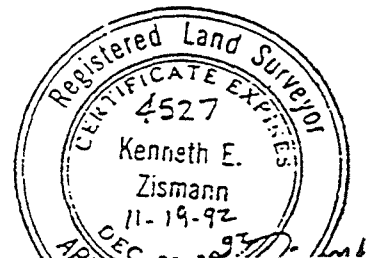
THENCE Northeasterly along the said right-of-way, along the arc of said curve, to the left, having a radius of 3,074.00 feet and a central angle of 009°02'25" for an arc distance of 485.03 feet to the POINT OF BEGINNING

Containing 12.12 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.





CONTINENTAL RANCH
PARCEL 2

That portion of Sections 27, 34 and 35, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of the said Section 27;

THENCE S 89°53'53" W, along the South line of the said Section 27, a distance of 364.30 feet to the POINT OF BEGINNING on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 33°53'11" W, said point being on the Southwesterly right-of-way of the Santa Cruz River Channel, recorded in Docket 8097 at Page 1971;

THENCE Southeasterly along the said right-of-way, along the arc of said curve, to the left, having a radius of 23,434.27 feet and a central angle of 000°23'04" for an arc distance of 157.27 feet to a point of tangency;

THENCE S 56°29'53" E, along the said right-of-way, a distance of 331.63 feet to the Northwesterly right-of-way of Cortaro Road, recorded in Docket 8097 at Page 1971;

THENCE S 33°30'07" W, along the said right-of-way, a distance of 567.82 feet;

THENCE N 56°29'53" W, 819.62 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 67°40'42" E, said point being on the Southeasterly right-of-way of Drainageway 10, recorded in Docket 8348 at Page 1418;

THENCE Northerly along the said right-of-way, along the arc of said curve, to the left, having a radius of 3,074.00 feet and a central angle of 009°14'15" for an arc distance of 495.61 feet to a point of tangency;

THENCE N 13°05'02" E, along the said right-of-way, a distance of 107.51 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 35°07'00" W, said point being on the Southwesterly right-of-way of the said Santa Cruz River Channel

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Page 2

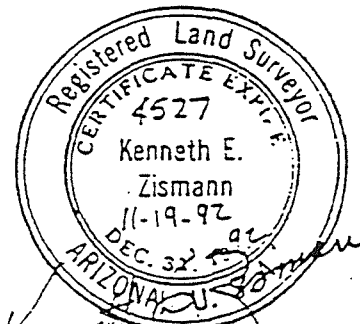
THENCE Southeasterly along the said right-of-way, along the arc of said curve, to the left, having a radius of 23,434.27 feet and a central angle of 001°13'48" for an arc distance of 503.10 feet to the POINT OF BEGINNING.

Containing 11.71 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.





WLB 186031
REV. 11/19/92

CONTINENTAL RANCH
PARCEL 3

That portion of Sections 27 and 34, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of the said Section 27;

THENCE S 89°53'53" W, along the South line of the said Section 27, a distance of 980.89 feet to the POINT OF BEGINNING on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 72°42'02" E, said point being on the Northwesterly right-of-way of Drainageway 10, recorded in Docket 8348 at Page 1418;

THENCE Southwesterly along the said right-of-way, along the arc of said curve, to the right, having a radius of 2,950.00 feet and a central angle of 014°03'45" for an arc distance of 724.03 feet to a point of tangency;

THENCE S 31°21'43" W, along the said right-of-way, a distance of 216.43 feet to a point on the arc of a non-tangent curve concave to the Southwest, a radial line of said curve through said point having a bearing of N 29°35'49" E, said point being 25.00 feet Northeasterly and parallel with the Northeasterly right-of-way of Silverbell Road, recorded in Docket 8097 at Page 1971;

THENCE Northwesterly along the said parallel line, along the arc of said curve, to the left, having a radius of 2,964.79 feet and a central angle of 009°26'31" for an arc distance of 488.58 feet to a point of tangency;

THENCE N 69°50'42" W, along the said parallel line, a distance of 550.25 feet to the Southeasterly right-of-way of Drainageway 9, recorded in Docket 8348 at Page 1418;

THENCE along the said right-of-way the following courses and distances:

N 28°02'54" E, 406.27 feet, to a point of curvature of a tangent curve concave to the West;

Northerly along the arc of said curve, to the left, having a radius of 3,250.00 feet and a central angle of 014°16'10" for an arc distance of 809.41 feet to a non-tangent line;

N 14°35'11" E, 354.67 feet;

N 18°32'33" E, 18.22 feet;

11/19/92 10:00 AM

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N 81°39'01" E, 62.33 feet to the Southwesterly right-of-way of the Santa Cruz River Channel, recorded in Docket 8652 at Page 1671 and in Docket 8097 at Page 1971;

THENCE S 52°51'33" E, along the said right-of-way, a distance of 518.38 feet;

THENCE S 40°31'07" W, along the said right-of-way, a distance of 45.85 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 36°47'02" W;

THENCE Southerly along the said right-of-way, along the arc of said curve, to the left, having a radius of 23,434.27 feet and a central angle of 001°20'24" for an arc distance of 548.03 feet to the Northwesterly right-of-way of the said Drainageway 10;

THENCE S 13°05'02" W, along the said right-of-way, a distance of 158.10 feet to a point of curvature of a tangent curve concave to the West;

THENCE Southerly along the said right-of-way, along the arc of said curve, to the right, having a radius of 2,950.00 feet and a central angle of 004°12'56" for an arc distance of 217.05 feet to the POINT OF BEGINNING;

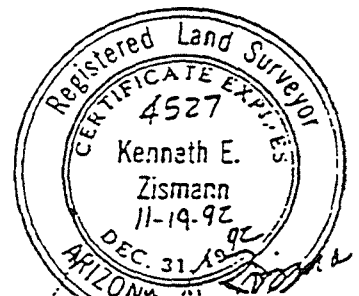
EXCEPT Wellsite 34B being the South 100.00 feet of the North 779.42 feet of the West 100.00 feet of the East 140.00 feet of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of the said Section 34.

Containing 34.61 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



Schedule A Continued
EXHIBIT "A"

CONTINENTAL RANCH
PARCEL 4

That portion of Sections 27 and 34, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 27;

THENCE North 89 degrees 36 minutes 38 seconds East, along the South line of said Section 27, a distance of 2,290.76 feet to the POINT OF BEGINNING, said point being on the Northeasterly right-of-way line of the realigned Silverbell Road;

THENCE North 43 degrees 40 minutes 25 seconds West, along said Northeasterly right-of-way line, a distance of 3.44 feet to the Southeasterly line of Drainageway No. 8;

THENCE along said Southeasterly line, the following courses and distances:

North 25 degrees 01 minutes 03 seconds East, a distance of 16.51 feet to a point of curvature of a tangent curve, concave to the West;

Northerly, along the arc of said curve, to the left, having a radius of 2,450.00 feet and a central angle of 10 degrees 24 minutes 02 seconds for an arc distance of 444.73 feet to a point of tangency;

North 14 degrees 37 minutes 01 seconds East, a distance of 537.24 feet to a point of curvature of a tangent curve, concave to the East;

Northerly, along the arc of said curve, to the right, having a radius of 3,450.00 feet and a central angle of 05 degrees 58 minutes 50 seconds for an arc distance of 360.11 feet to a non-tangent line;

North 23 degrees 49 minutes 48 seconds East, 307.00 feet;

North 28 degrees 51 minutes 47 seconds East, 40.51 feet;

North 84 degrees 59 minutes 38 seconds East, 56.17 feet to the Southwesterly right-of-way line of the Santa Cruz River;

Continued...

Schedule A Continued
EXHIBIT "A"

THENCE South 49 degrees 09 minutes 45 seconds East, along said Southwesterly right-of-way line, a distance of 662.52 feet to the Northwesterly line of Drainageway No. 9;

THENCE along said Northwesterly line the following courses and distances:

South 27 degrees 58 minutes 49 seconds East, 38.20 feet;

South 13 degrees 46 minutes 44 seconds West, 55.14 feet;

South 09 degrees 00 minutes 55 seconds West, 60.21 feet;

South 12 degrees 58 minutes 16 seconds West, 354.66 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of South 76 degrees 13 minutes 16 seconds East;

Southerly along the arc of said curve, to the right, having a radius of 3,150.00 feet and a central angle of 14 degrees 16 minutes 10 seconds for an arc distance of 784.50 feet to a point of tangency;

South 28 degrees 02 minutes 54 seconds West, 420.09 feet, to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 20 degrees 40 minutes 27 seconds West, said point being on the Northeasterly right-of-way line of the realigned Silverbell Road;

THENCE Northwesterly along said Northeasterly right-of-way line, along the arc of said curve, to the right, having a radius of 1,100.00 feet and a central angle of 25 degrees 39 minutes 08 seconds for an arc distance of 492.49 feet to a point of tangency;

THENCE North 43 degrees 40 minutes 25 seconds West, along said Northeasterly right-of-way line, a distance of 191.23 feet to the POINT OF BEGINNING;

EXCEPT the South 50.00 feet of the North 202.90 feet of the East 50.00 feet of the Northwest One-Quarter (NW 1/4) of said Section 34;

Continued...

Page No. 4
Order No. 107886

Policy No. Subdivision

Schedule A Continued
EXHIBIT "A"

EXCEPT the North 100.00 feet of the South 125.00 feet of the West 100.00 feet of the East 125.00 feet of the Southwest One-Quarter (SW 1/4) of said Section 27;

EXCEPT the North 100.00 feet of the South 500.00 feet of the East 100.00 feet of the West 480.00 feet of the Southeast One-Quarter (SE 1/4) of said Section 27.

2025 RELEASE UNDER E.O. 14176



WLB No. 186031
REV. 11/19/92

CONTINENTAL RANCH
PARCEL 5

That portion of Section 27, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of the said Section 27;

THENCE N 89°36'38" E, along the South line of the said Section 27, a distance of 2,290.76 feet to the Northeasterly right-of-way line of realigned Silverbell Road;

THENCE N 43°40'25" W, along the said right-of-way line, a distance of 110.90 feet to the POINT OF BEGINNING;

THENCE N 43°40'25" W, along the said right-of-way line, a distance of 831.40 feet;

THENCE N 48°54'44" E, 310.32 feet;

THENCE N 66°31'37" E, 268.84 feet;

THENCE S 44°46'23" E, 413.06 feet to the Northwesterly right-of-way line of Drainageway 8 recorded in Docket 8348 at Page 1418;

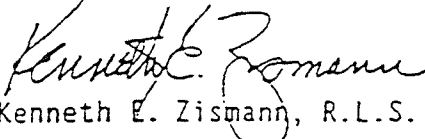
THENCE S 14°37'01" W, along the said right-of-way line, a distance of 246.82 feet to a point of curvature of a tangent curve concave to the West;

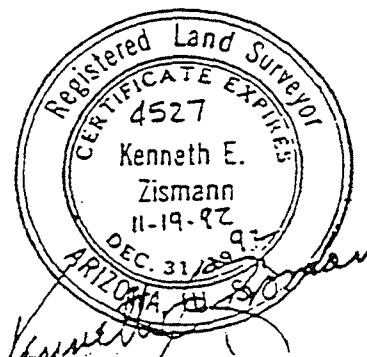
THENCE Southerly along the said right-of-way line, along the arc of said curve, to the right, having a radius of 2,350.00 feet and a central angle of 009°51'04" for an arc distance of 404.04 feet to the POINT OF BEGINNING.

Containing 8.54 Acres more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



CONTINENTAL RANCH
PARCEL 6

That portion of Section 27, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the South One-Quarter corner of the said Section 27;

THENCE N 00°36'04" W, along the North-South midsection line, a distance of 1,392.10 feet to the POINT OF BEGINNING on the Northwesterly right-of-way line of Drainageway 8, recorded in Docket 8348 at Page 1418;

THENCE S 21°58'20" W, along the said right-of-way line, a distance of 65.76 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of N 69°24'09" W;

THENCE Southerly along the said right-of-way line, along the arc of said curve, to the left, having a radius of 3,550.00 feet and a central angle of 005°58'50" for an arc distance of 370.54 feet to a point of tangency;

THENCE S 14°37'01" W, along the said right-of-way line, a distance of 290.42 feet;

THENCE N 44°46'23" W, 413.06 feet;

THENCE N 07°07'28" E, 500.67 feet;

THENCE N 39°08'43" E, 536.03 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S 37°44'15" W, said point being on the Southwesterly right-of-way line of the Santa Cruz River Channel, recorded in Docket 8652 at Page 1671;

THENCE Southeasterly along the said right-of-way line, along the arc of said curve, to the left, having a radius of 8,134.09 feet and a central angle of 001°49'25" for an arc distance of 258.89 feet to the Northwesterly right-of-way line of the said Drainageway 8;

THENCE along the said right-of-way line the following courses and distances;

The
WLB
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INC.

WLB No. 186031
REV. 11/19/92
Page 2.

S 22°46'50" E, 45.82 feet;

S 24°05'58" W, 29.49 feet;

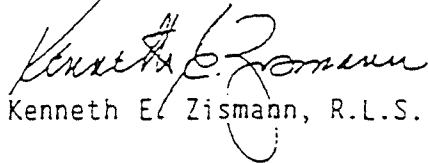
S 19°20'09" W, 60.21 feet;

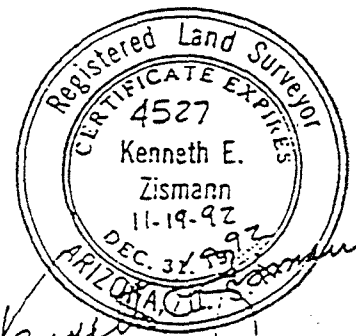
S 21°58'20" W, 247.56 feet to the POINT OF BEGINNING.

Containing 9.08 Acres more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



Schedule A Continued
EXHIBIT "A"

PARCEL 9

That portion of Sections 27 and 28, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the West One-Quarter (W 1/4) corner of said Section 27;

THENCE South 00 degrees 33 minutes 36 seconds East, along the West line of said Section 27, a distance of 84.00 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 57 degrees 33 minutes 52 seconds West, said point being on the Northeasterly right-of-way line of SILVERBELL ROAD, as recorded in Docket 9496 at Page 562;

THENCE Northwesterly along said right-of-way line, along the arc of said curve, to the right, having a radius of 3,840.00 feet and a central angle of 02 degrees 15 minutes 16 seconds for an arc-distance of 151.10 feet to a point of tangency;

THENCE North 30 degrees 10 minutes 51 seconds West, along said right-of-way line, a distance of 803.80 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly along said right-of-way line, along the arc of said curve, to the left, having a radius of 1,300.00 feet and a central angle of 18 degrees 25 minutes 07 seconds for an arc distance of 417.91 feet to a non-tangent line;

THENCE North 39 degrees 06 minutes 04 seconds East, a distance of 120.09 feet;

THENCE North 66 degrees 09 minutes 51 seconds East, a distance of 54.95 feet;

THENCE North 39 degrees 06 minutes 04 seconds East, a distance of 242.30 feet;

THENCE North 19 degrees 06 minutes 04 seconds East, a distance of 85.74 feet;

THENCE North 17 degrees 23 minutes 56 seconds West, a distance of 100.00 feet;

THENCE North 46 degrees 23 minutes 56 seconds West, a distance of 100.00 feet;

Continued...

Schedule A Continued
EXHIBIT "A"

THENCE North 61 degrees 36 minutes 04 seconds East, a distance of 1,080.00 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of North 67 degrees 10 minutes 42 seconds East, said point being on the Westerly right-of-way line of the Santa Cruz River, as recorded in Docket 8652 at Page 1671;

THENCE Southerly along said right-of-way line, along the arc of said curve, to the right, having a radius of 12,130.00 feet and a central angle of 01 degrees 00 minutes 50 seconds for an arc distance of 214.62 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along said right-of-way line, along the arc of said curve, to the left, having a radius of 5,880.00 feet and a central angle of 10 degrees 03 minutes 36 seconds for an arc distance of 1,032.42 feet to a non-tangent line, said point being on the Westerly right-of-way line of Drainageway No. 6;

THENCE South 16 degrees 07 minutes 36 seconds East, along said right-of-way line, a distance of 34.20 feet;

THENCE South 23 degrees 31 minutes 11 seconds West, along said right-of-way line, a distance of 71.12 feet;

THENCE South 18 degrees 45 minutes 22 seconds West, along said right-of-way line, a distance of 60.21 feet;

THENCE South 21 degrees 59 minutes 32 seconds West, along said right-of-way line, a distance of 300.11 feet;

THENCE South 23 degrees 31 minutes 11 seconds West, along said right-of-way line, a distance of 257.50 feet to a point of curvature of a tangent curve concave to the East;

THENCE Southerly along said right-of-way line, along the arc of said curve, to the left, having a radius of 350.00 feet and a central angle of 33 degrees 09 minutes 10 seconds for an arc distance of 202.52 feet to a point of reverse curvature of a tangent curve concave to the West;

Continued...

THENCE Southerly along said right-of-way line, along the arc of said curve, to the right, having a radius of 250.00 feet and a central angle of 31 degrees 51 minutes 48 seconds for an arc distance of 139.03 feet to a point of tangency;

THENCE Northwesternly along said right-of-way line, along the arc of said curve, to the right, having a radius of 3,840.00 feet and a central angle of 01 degrees 10 minutes 26 seconds for an arc distance of 78.68 feet to a non-tangent line, said line being 352.00 feet East of and parallel with the West line of the Southwest One-Quarter (SW 1/4) of said Section 27;

THENCE North 00 degrees 33 minutes 36 seconds West, along the said parallel line, a distance of 561.21 feet to the North line of the Southwest One-Quarter (SW 1/4) of said Section 27;

THENCE South 89 degrees 43 minutes 14 seconds West, along said North line, a distance of 352.00 feet to the POINT OF BEGINNING.

1. *Chlorophyll a* (Chl *a*)
 2. *Chlorophyll b* (Chl *b*)
 3. *Chlorophyll c* (Chl *c*)
 4. *Chlorophyll d* (Chl *d*)
 5. *Chlorophyll e* (Chl *e*)
 6. *Chlorophyll f* (Chl *f*)
 7. *Chlorophyll g* (Chl *g*)
 8. *Chlorophyll h* (Chl *h*)
 9. *Chlorophyll i* (Chl *i*)
 10. *Chlorophyll j* (Chl *j*)
 11. *Chlorophyll k* (Chl *k*)
 12. *Chlorophyll l* (Chl *l*)
 13. *Chlorophyll m* (Chl *m*)
 14. *Chlorophyll n* (Chl *n*)
 15. *Chlorophyll o* (Chl *o*)
 16. *Chlorophyll p* (Chl *p*)
 17. *Chlorophyll q* (Chl *q*)
 18. *Chlorophyll r* (Chl *r*)
 19. *Chlorophyll s* (Chl *s*)
 20. *Chlorophyll t* (Chl *t*)
 21. *Chlorophyll u* (Chl *u*)
 22. *Chlorophyll v* (Chl *v*)
 23. *Chlorophyll w* (Chl *w*)
 24. *Chlorophyll x* (Chl *x*)
 25. *Chlorophyll y* (Chl *y*)
 26. *Chlorophyll z* (Chl *z*)
 27. *Chlorophyll aa* (Chl *aa*)
 28. *Chlorophyll ab* (Chl *ab*)
 29. *Chlorophyll ac* (Chl *ac*)
 30. *Chlorophyll ad* (Chl *ad*)
 31. *Chlorophyll ae* (Chl *ae*)
 32. *Chlorophyll af* (Chl *af*)
 33. *Chlorophyll ag* (Chl *ag*)
 34. *Chlorophyll ah* (Chl *ah*)
 35. *Chlorophyll ai* (Chl *ai*)
 36. *Chlorophyll aj* (Chl *aj*)
 37. *Chlorophyll ak* (Chl *ak*)
 38. *Chlorophyll al* (Chl *al*)
 39. *Chlorophyll am* (Chl *am*)
 40. *Chlorophyll an* (Chl *an*)
 41. *Chlorophyll ao* (Chl *ao*)
 42. *Chlorophyll ap* (Chl *ap*)
 43. *Chlorophyll aq* (Chl *aq*)
 44. *Chlorophyll ar* (Chl *ar*)
 45. *Chlorophyll as* (Chl *as*)
 46. *Chlorophyll at* (Chl *at*)
 47. *Chlorophyll au* (Chl *au*)
 48. *Chlorophyll av* (Chl *av*)
 49. *Chlorophyll aw* (Chl *aw*)
 50. *Chlorophyll ax* (Chl *ax*)
 51. *Chlorophyll ay* (Chl *ay*)
 52. *Chlorophyll az* (Chl *az*)
 53. *Chlorophyll aza* (Chl *aza*)
 54. *Chlorophyll abz* (Chl *abz*)
 55. *Chlorophyll acz* (Chl *acz*)
 56. *Chlorophyll adz* (Chl *adz*)
 57. *Chlorophyll aez* (Chl *aez*)
 58. *Chlorophyll afz* (Chl *afz*)
 59. *Chlorophyll agz* (Chl *agz*)
 60. *Chlorophyll ahz* (Chl *ahz*)
 61. *Chlorophyll aiz* (Chl *aiz*)
 62. *Chlorophyll ajz* (Chl *ajz*)
 63. *Chlorophyll akz* (Chl *akz*)
 64. *Chlorophyll alz* (Chl *alz*)
 65. *Chlorophyll amz* (Chl *amz*)
 66. *Chlorophyll anz* (Chl *anz*)
 67. *Chlorophyll aoz* (Chl *aoz*)
 68. *Chlorophyll apz* (Chl *apz*)
 69. *Chlorophyll aqz* (Chl *aqz*)
 70. *Chlorophyll arz* (Chl *arz*)
 71. *Chlorophyll asz* (Chl *asz*)
 72. *Chlorophyll atz* (Chl *atz*)
 73. *Chlorophyll auz* (Chl *auz*)
 74. *Chlorophyll avz* (Chl *avz*)
 75. *Chlorophyll awz* (Chl *awz*)
 76. *Chlorophyll axz* (Chl *axz*)
 77. *Chlorophyll ayz* (Chl *ayz*)
 78. *Chlorophyll ayz* (Chl *ayz*)
 79. *Chlorophyll azz* (Chl *azz*)
 80. *Chlorophyll azaa* (Chl *aza*)
 81. *Chlorophyll abz* (Chl *abz*)
 82. *Chlorophyll acz* (Chl *acz*)
 83. *Chlorophyll adz* (Chl *adz*)
 84. *Chlorophyll aez* (Chl *aez*)
 85. *Chlorophyll afz* (Chl *afz*)
 86. *Chlorophyll agz* (Chl *agz*)
 87. *Chlorophyll ahz* (Chl *ahz*)
 88. *Chlorophyll aiz* (Chl *aiz*)
 89. *Chlorophyll ajz* (Chl *ajz*)
 90. *Chlorophyll akz* (Chl *akz*)
 91. *Chlorophyll alz* (Chl *alz*)
 92. *Chlorophyll amz* (Chl *amz*)
 93. *Chlorophyll anz* (Chl *anz*)
 94. *Chlorophyll aoz* (Chl *aoz*)
 95. *Chlorophyll apz* (Chl *apz*)
 96. *Chlorophyll aqz* (Chl *aqz*)
 97. *Chlorophyll arz* (Chl *arz*)
 98. *Chlorophyll asz* (Chl *asz*)
 99. *Chlorophyll atz* (Chl *atz*)
 100. *Chlorophyll auz* (Chl *auz*)
 101. *Chlorophyll avz* (Chl *avz*)
 102. *Chlorophyll awz* (Chl *awz*)
 103. *Chlorophyll axz* (Chl *axz*)
 104. *Chlorophyll ayz* (Chl *ayz*)
 105. *Chlorophyll ayz* (Chl *ayz*)
 106. *Chlorophyll azz* (Chl *azz*)
 107. *Chlorophyll azaa* (Chl *aza*)
 108. *Chlorophyll abz* (Chl *abz*)
 109. *Chlorophyll acz* (Chl *acz*)
 110. *Chlorophyll adz* (Chl *adz*)
 111. *Chlorophyll aez* (Chl *aez*)
 112. *Chlorophyll afz* (Chl *afz*)
 113. *Chlorophyll agz* (Chl *agz*)
 114. *Chlorophyll ahz* (Chl *ahz*)
 115. *Chlorophyll aiz* (Chl *aiz*)
 116. *Chlorophyll ajz* (Chl *ajz*)
 117. *Chlorophyll akz* (Chl *akz*)
 118. *Chlorophyll alz* (Chl *alz*)
 119. *Chlorophyll amz* (Chl *amz*)
 120. *Chlorophyll anz* (Chl *anz*)
 121. *Chlorophyll aoz* (Chl *aoz*)
 122. *Chlorophyll apz* (Chl *apz*)
 123. *Chlorophyll aqz* (Chl *aqz*)
 124. *Chlorophyll arz* (Chl *arz*)
 125. *Chlorophyll asz* (Chl *asz*)
 126. *Chlorophyll atz* (Chl *atz*)
 127. *Chlorophyll auz* (Chl *auz*)
 128. *Chlorophyll avz* (Chl *avz*)
 129. *Chlorophyll awz* (Chl *awz*)
 130. *Chlorophyll axz* (Chl *axz*)
 131. *Chlorophyll ayz* (Chl *ayz*)
 132. *Chlorophyll ayz* (Chl *ayz*)
 133.

The
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LEGAL DESCRIPTION
CONTINENTAL RANCH
PARCEL 11

That portion of Sections 21, 22 and 28, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 21;

THENCE N 00°39'50" W, along the East line of said Section 21, a distance of 417.74 feet to the POINT OF BEGINNING, said point also being on the West right-of-way line of the Santa Cruz River Channel;

THENCE N 26°23'50" W, along said Westerly right-of-way line, a distance of 287.31 feet;

THENCE S 63°36'10" W, 480.00 feet;

THENCE S 89°46'17" W, 163.30 feet;

THENCE S 49°32'32" W, 168.23 feet;

THENCE S 14°41'07" W, 149.90 feet;

THENCE S 61°51'48" W, 472.88 feet;

THENCE N 58°33'24" W, 135.19 feet;

THENCE N 19°13'57" W, 140.00 feet to a point on the arc of a non-tangent curve, concave to the Northwest, a radial line of said curve through said point having a bearing of S 41°51'08" E;

THENCE Southwesterly, along the arc of said curve, to the right, having a radius of 325.00 feet and a central angle of 014°24'24" for an arc distance of 81.72 feet to a point of reverse curvature of a tangent curve, concave to the East;

THENCE Southerly, along the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 081°47'12" for an arc distance of 35.69 feet to a non-tangent line;

THENCE S 70°46'03" W, 50.00 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line of said curve through said point having a bearing of N 70°46'03" E;

THENCE Northwesterly, along the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 081°47'12" for an arc distance of 35.69 feet to a point of reverse curvature of a tangent curve, concave to the North;

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THENCE Westerly, along the arc of said curve, to the right, having a radius of 325.00 feet and a central angle of $006^{\circ}06'39''$ for an arc distance of 34.66 feet to a point of tangency;

THENCE $S 85^{\circ}05'29'' W$, 30.56 feet;

THENCE $S 04^{\circ}54'31'' E$, 152.66 feet;

THENCE $S 44^{\circ}26'19'' W$, 330.00 feet;

THENCE $S 70^{\circ}56'19'' W$, 410.00 feet;

THENCE $N 71^{\circ}33'41'' W$, 195.00 feet to the Southeasterly right-of-way line of the realigned Coachline Boulevard;

THENCE $S 18^{\circ}26'19'' W$, along said Southeasterly right-of-way line, a distance of 531.36 feet to a point of curvature of a tangent curve, concave to the Northeast;

THENCE Southeasterly, along said right-of-way line, along the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of $090^{\circ}33'09''$ for an arc distance of 79.02 feet to a point of compound curvature of a tangent curve, concave to the North, said point also being on the North right-of-way line of the realigned Silverbell Road;

THENCE Easterly, along said right-of-way line, along the arc of said curve, to the left, having a radius of 9,900.00 feet and a central angle of $003^{\circ}07'13''$ for an arc distance of 539.16 feet to a point of tangency;

THENCE $S 75^{\circ}14'04'' E$, along said right-of-way line, 349.22 feet;

THENCE $N 28^{\circ}42'27'' E$, 285.32 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Northeasterly, along the arc of said curve, to the right, having a radius of 1,550.00 feet and a central angle of $038^{\circ}14'55''$ for an arc distance of 1,034.72 feet to a point of tangency;

THENCE $N 66^{\circ}57'22'' E$, 421.51 feet to a point of curvature of a tangent curve, concave to the Northwest;

THENCE Northeasterly, along the arc of said curve, to the left, having a radius of 3,421.55 feet and a central angle of $010^{\circ}49'28''$ for an arc distance of 646.40 feet to a non-tangent line, said line being the Westerly right-of-way line of the Santa Cruz River Channel;

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THENCE N 26°23'51" W, along said Westerly right-of-way line, a distance of 199.69 feet to the POINT OF BEGINNING;

EXCEPT WELLSITE 27-L

COMMENCING at the Southeast corner of the said Section 21;

THENCE N 00°39'50" W, along the East line of the said Section 21, a distance of 182.94 feet to the POINT OF BEGINNING, on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing S 32°08'59" E, said point being on the Northwesterly right-of-way line of Drainageway 5;

THENCE Southwesterly along said Northwesterly right-of-way line, along the arc of said curve to the right, having a radius of 3,421.55 feet and a central angle of 000°31'03" for an arc distance of 30.90 feet to a non-tangent line;

THENCE N 47°07'17" W, 112.88 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 52°56'48" E;

THENCE Northerly along the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of 034°22'39" for an arc distance of 30.00 feet to a non-tangent line;

THENCE N 63°36'10" E, 101.30 feet;

THENCE S 26°23'50" E, 117.41 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 33°01'29" E, said point being on the Northwesterly right-of-way line of Drainageway 5;

THENCE Southwesterly along the said Northwesterly right-of-way line, along the arc of said curve to the right, having a radius of 3,421.55 feet and a central angle of 00°52'30" for an arc distance of 52.25 feet to the POINT OF BEGINNING.

EXCEPT PARCEL 11A

COMMENCING at the Southwest corner of Lot 4, Parcel 12A of Continental Ranch as recorded in Book 42 of Maps and Plats at Page 31, Pima County Recorder's Office, Pima County, Arizona;

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THENCE S 18°26'19" W, along the East right-of-way line of the realigned Coachline Drive, a distance of 522.90 feet to the POINT OF BEGINNING;

THENCE S 18°26'19" W, along the said East right-of-way line, a distance of 8.46 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of 090°33'09" for an arc distance of 79.02 feet to a point of compound curvature of a tangent curve concave to the North, said point being on the Northeasterly right-of-way line of the realigned Silverbell Road;

THENCE Easterly along the said Northeasterly right-of-way line, along the arc of said curve, to the left, having a radius of 9,900.00 feet and a central angle of 000°13'43" for an arc distance of 39.52 feet to a non-tangent line;

THENCE N 18°26'19" E, 58.00 feet;

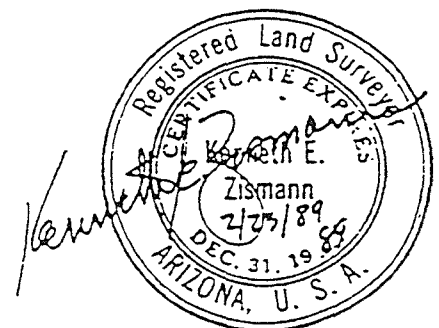
THENCE N 71°33'41" W, 90.00 feet to the POINT OF BEGINNING.

Containing 37.87 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
WLB
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Inc.

CONTINENTAL RANCH
PARCEL 11A

That portion of Section 20, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of Lot 4, Parcel 12A of Continental Ranch as recorded in Book 42 of Maps and Plats at Page 31, Pima County Recorder's Office, Pima County, Arizona;

THENCE S 18°26'19" W, along the East right-of-way line of the realigned Coachline Drive, a distance of 522.90 feet to the POINT OF BEGINNING;

THENCE S 18°26'19" W, along the said East right-of-way line, a distance of 8.46 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of 090°33'09" for an arc distance of 79.02 feet to a point of compound curvature of a tangent curve concave to the North, said point being on the Northeasterly right-of-way line of the realigned Silverbell Road;

THENCE Easterly along the said Northeasterly right-of-way line, along the arc of said curve, to the left, having a radius of 9,900.00 feet and central angle of 000°13'43" for an arc distance of 39.52 feet to a new tangent line;

THENCE N 18°26'19" E, 58.00 feet;

THENCE N 71°33'41" W, 90.00 feet to the POINT OF BEGINNING.

Containing 0.11 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
WLB
Group
inc

CONTINENTAL RANCH
PARCEL 13

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 21;

THENCE N 00°39'50" W, along the East line of Section 21, a distance of 417.74 feet;

THENCE N 26°23'50" W, 1,801.05 feet;

THENCE S 63°36'10" W, 781.75 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Southwesterly, along the arc of said curve, to the left, having a radius of 1,900.00 feet and a central angle of 07°36'10" for an arc distance of 252.12 feet to the POINT OF BEGINNING;

THENCE S 34°00'00" E, 526.00 feet;

THENCE S 52°13'05" W, 374.07 feet;

THENCE N 49°27'45" W, 600.00 feet to a point on the arc of a non-tangent curve, concave to the Southeast, a radial line of said curve through said point having a bearing of N 49°27'45" W;

THENCE Northeasterly, along the arc of said curve, to the right, having a radius of 2,000.00 feet and a central angle of 15°27'45" for an arc distance of 539.74 feet to a non-tangent line;

THENCE S 34°00'00" E, 100.00 feet to the POINT OF BEGINNING.

Containing 6.50 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



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CONTINENTAL RANCH
PARCEL 14

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 21;

THENCE N 00°39'50" W, along the East line of Section 21, a distance of 417.74 feet;

THENCE N 26°23'50" W, 1,801.05 feet;

THENCE S 63°36'10" W, 781.75 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Southwesterly, along the arc of said curve, to the left, having a radius of 1,900.00 feet and a central angle of 07°36'10" for an arc distance of 252.12 feet to a non-tangent line;

THENCE N 34°00'00" W, 100.00 feet to a point on the arc of a non-tangent curve, concave to the Southeast, a radial line of said curve through said point having a bearing of N 34°00'00" W;

THENCE Southwesterly, along the arc of said curve, to the left, having a radius of 2,000.00 feet and a central angle of 15°27'45" for an arc distance of 539.74 feet to the POINT OF BEGINNING;

THENCE S 49°27'45" E, 600.00 feet;

THENCE S 04°02'33" E, 410.40 feet;

THENCE S 85°05'29" W, 636.02 feet to a point on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of N 85°59'33" E;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 1,395.00 feet and a central angle of 20°56'19" for an arc distance of 509.80 feet to a non-tangent line;

THENCE N 36°37'02"E, 318.87 feet to a point of curvature of a tangent curve, concave to the Southeast;

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THENCE Northeasterly, along the arc of said curve, to the right, having a radius of 2,000.00 feet and a central angle of $03^{\circ}55'13''$ for an arc distance of 136.84 feet to the POINT OF BEGINNING.

Containing 10.05 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



WLB NO. 186031
November 20, 1992
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**The
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THENCE Northwesterly along the said right-of-way, along the arc of said curve, to the right, having a radius of 9,900.00 feet and a central angle of 000°15'10" for an arc distance of 43.66 feet to a non-tangent line;

THENCE N 05°11'23" E, 161.86 feet to a point of curvature of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of 055°29'15" for an arc distance of 581.06 feet to a point of tangency;

THENCE N 60°40'38" E, 543.85 feet;

THENCE S 29°19'22" E, 100.00 feet;

THENCE S 60°40'38" W, 15.27 feet;

THENCE S 04°18'58" W, 300.75 feet;

THENCE S 85°41'02" E, 420.00 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 73°40'52" E, said point being on the Northwesterly right-of-way of Coachline Boulevard;

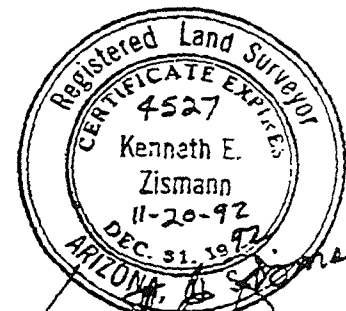
THENCE Southerly along the said right-of-way, along the arc of said curve, to the right, having a radius of 1,305.00 feet and a central angle of 000°09'23" for an arc distance of 3.56 feet to the POINT OF BEGINNING.

Containing 17.94 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
WLB
Group
Inc.

CONTINENTAL RANCH
PARCEL 17

That portion of Sections 20, 21 and 28, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of Section 21;

THENCE N 00°35'06" W, along the West line of Section 21, a distance of 405.06 feet to the POINT OF BEGINNING;

THENCE N 61°31'17" W, 504.65 feet;

THENCE N 28°23'54" E, 299.18 feet to a point of curvature of a tangent curve, concave to the Northwest;

THENCE Northeasterly, along the arc of said curve, to the left, having a radius of 3,111.74 feet and a central angle of 6°13'12" for an arc distance of 337.81 feet to a non-tangent line;

THENCE S 73°10'00" E, 482.10 feet to a point of curvature of a tangent curve, concave to the North;

THENCE Easterly, along the arc of said curve, to the left, having a radius of 450.00 feet and a central angle of 13°50'51" for an arc distance of 103.76 feet to a point of tangency;

THENCE S 87°00'51" E, 525.00 feet;

THENCE S 02°50'09" W, 125.00 feet;

THENCE S 87°00'51" E, 25.00 feet;

THENCE S 02°50'09" W, 141.50 feet to a point of curvature of a tangent curve, concave to the Northeast;

THENCE Southeasterly, along the arc of said curve, to the left, having a radius of 500.00 feet and a central angle of 065°00'09" for an arc distance of 567.25 feet to a point of tangency;

THENCE S 62°01'00" E, 93.23 feet;

THENCE S 27°59'00" W, 130.00 feet to a point on the arc of a non-tangent curve, concave to the Northeast, a radial line of said curve through said point having a bearing of S 27°59'00" W;

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THENCE Southeasterly, along the arc of said curve, to the left, having a radius of 9,550.00 feet and a central angle of $002^{\circ}52'47''$ for an arc distance of 479.98 feet to a point on the arc of a non-tangent curve, concave to the East, a radial line of said curve through said point having a bearing of $N 65^{\circ}33'41'' W$;

THENCE Southerly, along the arc of said curve, to the left, having a radius of 600.00 feet and a central angle of $019^{\circ}14'56''$ for an arc distance of 201.57 feet to a point of tangency;

THENCE $S 05^{\circ}11'23'' W$, 161.86 feet to a point on the arc of a non-tangent curve, concave to the Northeast, a radial line of said curve through said point having a bearing of $S 24^{\circ}34'38'' W$;

THENCE Northwesterly, along the arc of said curve, to the right, having a radius of radius of 9,900.00 feet and a central angle of $003^{\circ}54'05''$ for an arc distance of 674.11 feet to a point of tangency;

THENCE $N 61^{\circ}31'17'' W$, 1,129.76 feet to the POINT OF BEGINNING.

Containing 32.432 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
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CONTINENTAL RANCH
PARCEL 19

That portion of Sections 20 and 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 20;

THENCE N 00°35'06" W, along the East line of said Section 20, a distance of 405.46 feet;

THENCE N 61°31'17" W, 504.65 feet to the POINT OF BEGINNING;

THENCE N 61°31'17" W, 491.19 feet to a point of curvature of a tangent curve, concave to the Northeast;

THENCE Northwesterly, along the arc of said curve, to the right, having a radius of 3,100.00 feet and a central angle of 021°46'11" for an arc distance of 1,177.86 feet to a non-tangent line;

THENCE N 41°05'39" E, 144.99 feet to a point on the arc of a tangent curve, concave to the Southeast, a radial line of said curve through said point having a bearing of N 48°54'22" W;

THENCE Northeasterly, along the arc of said curve, to the right, having a radius of 1,000.00 feet and a central angle of 040°20'10" for an arc distance of 704.00 feet to a non-tangent line;

THENCE S 08°34'11" E, 100.00 feet to a point on the arc of a non-tangent curve, concave to the South, a radial line of said curve through said point having a bearing of N 08°34'11" W;

THENCE Easterly, along the arc of said curve, to the right, having a radius of 900.00 feet and a central angle of 009°23'01" for an arc distance of 147.40 feet to a point of tangency;

THENCE S 89°11'10" E, 1,295.19 feet to a point on the arc of a non-tangent curve, concave to the Southeast, a radial line of said curve through said point having a bearing of N 26°27'08" W;

THENCE Southwesterly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 045°33'49" for an arc distance of 715.71 feet to a point of reverse curvature of a tangent curve, concave to the Northwest;

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CONTINENTAL RANCH
PARCEL 20

That portion of Section 20, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of the said Section 20;

THENCE N 00°35'06" W, along the East line of the said Section 20, a distance of 405.46 feet to the Northeasterly right-of-way line of the realigned Silverbell Road;

THENCE along the said Northeasterly right-of-way line the following courses and distances;

N 61°31'17" W, 995.84 feet to a point of curvature of a tangent curve concave to the Northeast;

Northwesterly along the arc of said curve, to the right, having a radius of 3,100.00 feet and a central angle of 021°46'11" for an arc distance of 1,177.86 feet to the POINT OF BEGINNING;

Northwesterly along the arc of said curve, to the right, having a radius of 3,100.00 feet and a central angle of 014°11'15" for an arc distance of 767.61 feet to a point of tangency;

N 25°33'51" W, 153.35 feet;

THENCE N 64°26'09" E, 64.50 feet;

THENCE N 25°33'51" W, 70.00 feet to the Southeasterly right-of-way line of the realigned Twin Peaks Road;

THENCE N 63°17'40" E, along the said Southeasterly right-of-way line, a distance of 996.50 feet;

THENCE S 16°30'27" E, 918.83 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of N 08°34'11" W, said point being on the Centerline of Drainageway No. 3;

THENCE Southwesterly along the said Centerline, along the arc of said curve, to the left, having a radius of 1,000.00 feet and a central angle of 040°20'10" for an arc distance of 704.00 feet to a point of tangency;

SECTION 20

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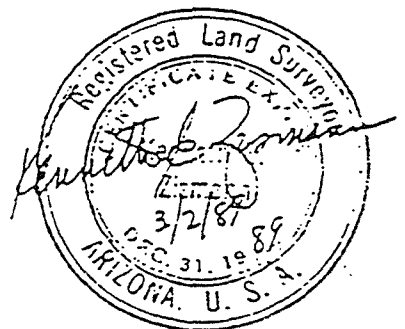
THENCE S 41°05'39" W, along the said Centerline, a distance of
144.99 feet to the POINT OF BEGINNING.

Containing 19.75 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



Printed on Recycled Paper

WLB No. 186031
February 23, 1989

The
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CONTINENTAL RANCH
PARCEL 20A

That portion of the Southeast One-Quarter (SE 1/4) of Section 20, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner (Center Section 20) of the said Southeast One-Quarter (SE 1/4);

THENCE N 89°21'04" E, along the North line of the said Southeast One-Quarter (SE 1/4), a distance of 227.96 feet to the Northeasterly right-of-way line of the existing Silverbell Road;

THENCE S 27°48'48" E, along the said Northeasterly right-of-way line a distance of 269.92 feet;

THENCE N 62°11'12" E, 60.39 feet to the POINT OF BEGINNING on a Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE N 25°33'51" W, along the said Southwesterly right-of-way line a distance of 19.70 feet to a point of curvature of a tangent curve concave to the East;

THENCE Northerly along the arc of said curve, to the right, having radius of 50.00 feet and a central angle of 088°51'31" for an arc distance of 77.54 feet to a point of tangency, said point being on the Southeast right-of-way line of the realigned Twin Peaks Road;

THENCE N 63°17'40" E, along the said Southeasterly right-of-way line a distance of 15.50 feet;

THENCE S 25°33'51" E, 70.00 feet;

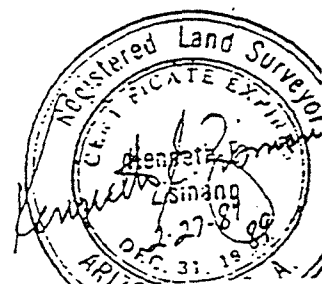
THENCE S 64°26'09" W, 64.50 feet to the POINT OF BEGINNING.

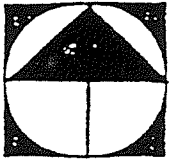
Containing 3,961 square feet, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Ziismann
Kenneth E. Ziismann, R.L.S.





1"=40'
T 12 S
R 12 E

PARCEL 33

TWIN PEAKS ROAD

N. 63° 17' 40" E.

CENTER
SEC. 20

L. 227.96'
N. 89° 21' 04" E.

P = 50.00'
Δ = 88° 51' 31"
L = 77.54'

PARCEL 20A

P.O.B.

PARCEL 20

SILVERBELL ROAD

EXISTING CENTERLINE

NEW CENTERLINE

CONTINENTAL RANCH
PARCEL 20A
(LANDSCAPE ENTRY)

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CONTINENTAL RANCH
PARCEL 21

That portion of Section 20, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 20;

THENCE N 00°35'06" W, along the East line of Section 20, a distance of 1,962.00 feet;

THENCE N 89°11'10" W, 391.00 feet to the POINT OF BEGINNING;

THENCE N 89°11'10" W, 512.00 feet to a point of curvature of a tangent curve, concave to the South;

THENCE Westerly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 09°23'01" for an arc distance of 147.40 feet to a non-tangent line;

THENCE N 08°34'11" W, 100.00 feet;

THENCE N 16°30'26" W, 485.83 feet;

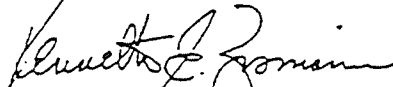
THENCE N 83°07'47" E, 810.88 feet;

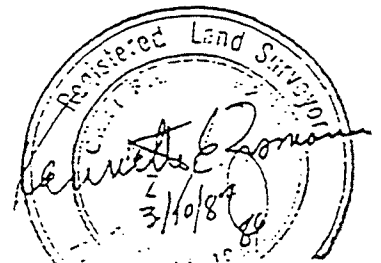
THENCE S 00°35'07" E, 659.03 feet to the POINT OF BEGINNING.

Containing 10.22 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.





CONTINENTAL RANCH
PARCEL 22

That portion of Section 20, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 20;

THENCE N 00°35'06" W, along the East line of Section 20, a distance of 1,962.00 feet;

THENCE N 89°11'10" W, 391.00 feet;

THENCE N 00°35'07" W, 659.03 feet to the POINT OF BEGINNING;

THENCE S 83°07'47" W, 810.88 feet;

THENCE N 16°30'27" W, 433.00 feet;

THENCE N 63°17'44" E, 53.23 feet to a point of curvature of a tangent curve, concave to the South;

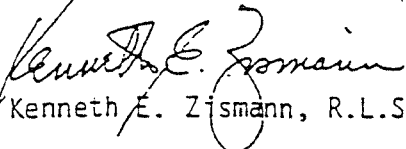
THENCE Easterly, along the arc of said curve, to the right, having a radius of 2,525.00 feet and a central angle of 20°47'17" for an arc distance of 916.12 feet to a non-tangent line;

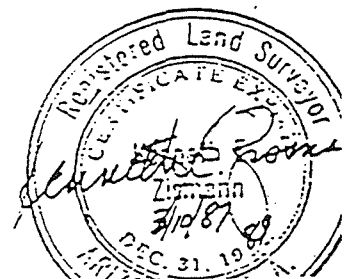
THENCE S 00°35'06" E, 598.00 feet to the POINT OF BEGINNING.

Containing 11.00 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.



The
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CONTINENTAL RANCH
PARCEL 23

That portion of Sections 20 and 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 20;

THENCE N 00°35'06" W, along the East line of Section 20, a distance of 1,962.00 feet to the POINT OF BEGINNING;

THENCE N 89°11'10" W, 391.00 feet;

THENCE N 00°35'06" W, 1,257.03 feet to a point on the arc of a non-tang curve, concave to the South, a radial line of said curve through said point having a bearing of N 05°55'03" W;

THENCE Easterly, along the arc of said curve, to the right, having a radius of 2,525.00 feet and a central angle of 13°24'43" for an arc distance of 591.06 feet to a point of tangency;

THENCE S 82°30'20" E, 131.01 feet;

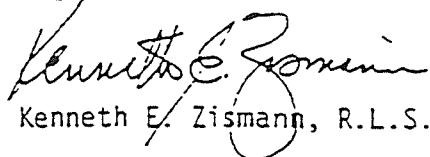
THENCE S 01°02'53" E, 1,242.33 feet;

THENCE N 89°11'10" W, 338.50 feet to the POINT OF BEGINNING.

Containing 21.03 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.



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CONTINENTAL RANCH
PARCEL 24

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of Section 21;

THENCE N 00°35'06" W, along the West line of Section 21, a distance of 1,962.00 feet;

THENCE S 89°11'10" E, 338.51 feet to the POINT OF BEGINNING;

THENCE N 01°02'53" W, 1,242.33 feet;

THENCE S 82°30'20" E, 880.91 feet to a point of curvature of a tangent curve, concave to the Southwest;

THENCE Southeasterly, along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency;

THENCE S 07°29'40" W, 220.12 feet to a point of curvature of a tangent curve, concave to the East;

THENCE Southerly, along the arc of said curve, to the left, having a radius of 1,045.00 feet and a central angle of 46°38'55" for an arc distance of 850.81 feet to a non-tangent line;

THENCE N 89°11'10" W, 601.90 feet to a point of curvature of a tangent curve, concave to the South;

THENCE Westerly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 27°15'58" for an arc distance of 428.29 feet to a non-tangent line;

THENCE N 89°11'10" W, a distance of 53.69 feet to the POINT OF BEGINNING.

Containing 22.91 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



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CONTINENTAL RANCH
PARCEL 25

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 21;

THENCE S 00°34'54" E, along the West line of Section 21, a distance of 2,054.82 feet to a point on the arc of a non-tangent curve, concave to the South, a radial line of said curve through said point having a bearing of N 02°57'46" E;

THENCE Easterly, along the arc of said curve, to the right, having a radius of 2,525.00 feet and a central angle of 04°31'54" for an arc distance of 199.71 feet to a point of tangency;

THENCE S 82°30'20" E, 1,151.92 feet to the POINT OF BEGINNING;

THENCE S 82°30'20" E, 1,120.00 feet;

THENCE S 07°29'40" W, 97.99 feet to a point of curvature of a tangent curve, concave to the Northwest;

THENCE Southwesterly, along the arc of said curve, to the right, having a radius of 900.00 feet and a central angle of 82°45'47" for an arc distance of 1,300.04 feet to a point on the arc of a non-tangent curve, concave to the East, a radial line of said curve through said point having a bearing of S 46°09'27" W;

THENCE Northerly, along the arc of said curve, to the right, having a radius of 955.00 feet and a central angle of 51°20'13" for an arc distance of 855.68 feet to a point of tangency;

THENCE N 07°29'40" E, 220.12 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Northeasterly, along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 90°00'00" for an arc distance of 39.27 feet to the POINT OF BEGINNING.

Containing 20.32 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
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Inc

CONTINENTAL RANCH
PARCEL 26

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 21;

THENCE N 00°39'50" W, along the East line of Section 21, a distance of 417.74 feet;

THENCE N 26°23'50" W, 2,709.09 feet to a point on the arc of a non-tangent curve, concave to the North, a radial line of said curve through said point having a bearing of S 18°41'47" E;

THENCE Westerly, along the arc of said curve, to the right, having a radius of 2,075.00 feet and a central angle of 26°11'27" for an arc distance of 948.52 feet to the POINT OF BEGINNING;

THENCE S 07°29'40" W, 723.37 feet;

THENCE N 84°39'46" W, 398.48 feet;

THENCE N 55°00'00" W, 486.61 feet to a point on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of S 55°00'00" E;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 27°30'20" for an arc distance of 432.06 feet to a point of tangency;

THENCE N 07°29'40" E, 97.99 feet;

THENCE S 82°30'20" E, 728.08 feet to the POINT OF BEGINNING.

EXCEPT WELL SITE 21-F.

COMMENCING at the Southwest corner of the Northwest One-Quarter (NW 1/4) of said Section 21;

THENCE N 89°27'43" E, along the South line of said Northwest One-Quarter (NW 1/4), a distance of 2,554.38 feet to the POINT OF BEGINNING, on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of S 74°57'28" E;

MARCH 18, 1988
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Parcel 26
Revised Nov. 10, 1987

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THENCE Northerly, along the arc of said curve, to the left, having a radius of 1,050.00 feet and a central angle of 003°05'38" for an arc distance of 56.70 feet to a non-tangent line;

THENCE N 89°27'43" E, 55.00 feet north of and parallel with the South line of said Northwest One-Quarter (NW 1/4), a distance of 86.18 feet;

THENCE S 00°36'42" E, 13.50 feet east of and parallel with the East line of said Northwest One-Quarter (NW 1/4), a distance of 100.00 feet;

THENCE S 89°27'43" W, 45.00 feet south of and parallel with the South line of said Northwest One-Quarter (NW 1/4), a distance of 113.70 feet to a point on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of S 72°23'30" E;

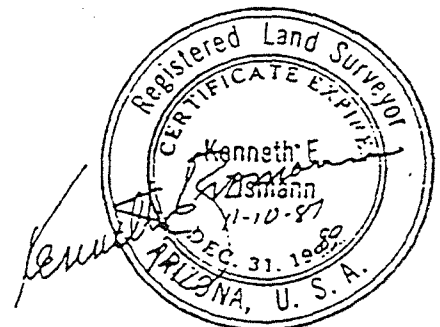
THENCE Northerly, along the arc of said curve, to the left, having a radius of 1,050.00 feet and a central angle of 002°33'58" for an arc distance of 47.03 feet to the POINT OF BEGINNING.

Containing 11.77 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
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Group
Inc.

CONTINENTAL RANCH
PARCEL 28

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of Section 21;

THENCE S 89°40'08" W, along the North line of Section 21, a distance of 2,335.83 feet;

THENCE S 26°23'50" E, 1,029.44 feet to the POINT OF BEGINNING;

THENCE S 26°23'50" E, 1,492.59 feet to a point on the arc of a non-tangent curve, concave to the North, a radial line of said curve through said point having a bearing of S 18°05'32" E;

THENCE Westerly, along the arc of said curve, to the right, having a radius of 1,925.00 feet and a central angle of 25°35'12" for an arc distance of 859.65 feet to a point of tangency;

THENCE N 82°30'20" W, 728.08 feet;

THENCE N 07°29'40" E, 461.98 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Northeasterly, along the arc of said curve, to the right, having a radius of 900.00 feet and a central angle of 56°23'13" for an arc distance of 885.72 feet to a point of tangency;

THENCE N 63°52'53" E, 390.68 feet to the POINT OF BEGINNING.

Containing 33.24 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
WLB
Group
INC

CONTINENTAL RANCH
PARCEL 29

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the Northeast One-Quarter (NE 1/4) of the said Section 21;

THENCE N 89°40'08" E, along the North line of Section 21, a distance of 301.81 feet;

THENCE S 26°23'50" E, 1,030.12 feet;

THENCE S 63°52'53" W, 390.68 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Southwesterly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 43°52'13" for an arc distance of 689.11 feet to the POINT OF BEGINNING;

THENCE Southerly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 12°30'59" for an arc distance of 196.61 feet to a point of tangency;

THENCE S 07°29'40" W, 461.98 feet;

THENCE N 82°30'20" W, 1,120.00 feet to a point of curvature of a tangent curve, concave to the Northeast;

THENCE Northwesterly, along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency;

THENCE N 07°29'40" E, 630.32 feet;

THENCE N 89°33'12" E, 728.00 feet;

THENCE S 69°59'22" E, 456.21 feet to the POINT OF BEGINNING.

Containing 18.61 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.





CONTINENTAL RANCH
PARCEL 30

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 21;

THENCE S 00°34'54" E, along the West line of Section 21, a distance of 1,904.55 feet to a point on the arc of a non-tangent curve, concave to the South, a radial line of said curve through said point having a bearing of N 02°45'50" E;

THENCE Easterly, along the arc of said curve, to the right, having a radius of 2,675.00 feet and a central angle of 04°43'50" for an arc distance of 220.86 feet to a point of tangency;

THENCE S 82°30'20" E, 113.44 feet to the POINT OF BEGINNING;

THENCE N 00°48'50" E, 574.68 feet to a point of curvature of a tangent curve, concave to the West;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 400.00 feet and a central angle of 21°48'45" for an arc distance of 152.28 feet to a non-tangent line;

THENCE S 85°16'33" E, 1,037.29 feet;

THENCE S 07°29'40" W, 740.21 feet to a point of curvature of a tangent curve, concave to the Northwest;

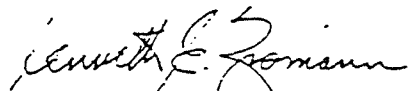
THENCE Southwesterly, along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency;

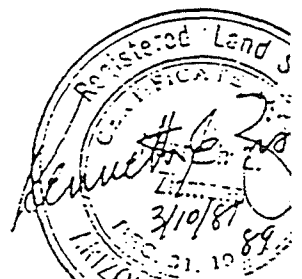
THENCE N 82°30'20" W, a distance of 898.48 feet to the POINT OF BEGINNING.

Containing 16.47 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, P.L.S.





CONTINENTAL RANCH
PARCEL 31

That portion of Sections 20 and 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County Arizona, described as follows:

COMMENCING at the Northeast corner of Section 20;

THENCE S $89^{\circ}27'35''$ W, along the North line of Section 20 a distance of 125.00 feet to the East right-of-way of Linda Vista Boulevard as recorded in Book 13 of Road Maps at Page 37, Pima County Recorder's Office;

THENCE S $00^{\circ}32'25''$ E, along the said East right-of-way a distance of 75.00 feet;

THENCE S $89^{\circ}27'35''$ W, along the said South right-of-way a distance of 324.95 feet;

THENCE S $00^{\circ}34'55''$ E, 813.98 feet to the POINT OF BEGINNING;

THENCE S $89^{\circ}25'06''$ W, 9.37 feet;

THENCE S $00^{\circ}34'55''$ E, 500.00 feet;

THENCE S $06^{\circ}01'07''$ E, 525.74 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N $06^{\circ}01'07''$ W;

THENCE Easterly along the arc of said curve, to the right, having a radius of 2,675.00 feet and a central angle of $13^{\circ}30'47''$ for an arc distance of 630.89 feet to a point of tangency;

THENCE S $82^{\circ}30'20''$ E, 113.44 feet;

THENCE S $00^{\circ}48'50''$ E, 574.68 feet to a point of curvature of a tangent curve concave to the West;

THENCE Northerly along the arc of said curve, to the left, having a radius of 400.00 feet and a central angle of $42^{\circ}14'59''$ for an arc distance of 294.96 feet to a point of tangency;

THENCE N $41^{\circ}26'09''$ W, a distance of 468.11 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of S $41^{\circ}36'09''$ E;

Kenneth E. Zismann R.L.S.

Kenneth E. Zismann, R.L.S.



The
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CONTINENTAL RANCH
PARCEL 32

That portion of Section 20, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of Section 20;

THENCE S $89^{\circ}27'35''$ W, along the North line of Section 20 a distance of 125.00 feet to the East right-of-way of Linda Vista Boulevard as recorded in Book 13 of Road Maps at Page 37, Pima County Recorder's Office;

THENCE S $00^{\circ}32'25''$ E, along the said East right-of-way a distance of 75.00 feet;

THENCE S $89^{\circ}27'35''$ W, along the South right-of-way a distance of 324.95 feet;

THENCE S $00^{\circ}34'55''$ E, 813.98 feet;

THENCE S $89^{\circ}25'06''$ W, 9.37 feet to the POINT OF BEGINNING;

THENCE S $00^{\circ}34'55''$ E, 500.00 feet;

THENCE S $06^{\circ}01'07''$ E, 525.74 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N $06^{\circ}01'07''$ W;

THENCE Westerly along the arc of said curve, to the left, having a radius of 2,675.00 feet and a central angle of $20^{\circ}41'13''$ for an arc distance of 965.82 feet to a point of tangency;

THENCE S $63^{\circ}17'40''$ W, 280.00 feet;

THENCE N $26^{\circ}42'19''$ W, 109.46 feet to a point of curvature of a tangent curve concave to the East;

THENCE Northerly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of $038^{\circ}47'17''$ for an arc distance of 406.19 feet to a point of tangency;

THENCE N $12^{\circ}04'57''$ E, a distance of 456.54 feet to a point of curvature of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of $077^{\circ}20'08''$ for an arc distance of 809.86 feet to a point of tangency;

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THENCE N 89°25'06" E, a distance of 535.37 feet to the POINT OF
BEGINNING.

Containing 30.46 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
WLB
Group
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THENCE Southeasterly along the said Easterly right-of-way line, along the arc of said curve, to the right, having a radius of 1,400.00 feet and a central angle of $006^{\circ}27'15''$ for an arc distance of 157.70 feet to a point of tangency;

THENCE $S 25^{\circ}33'51'' E$, along the said Easterly right-of-way line, a distance of 96.99 feet to a point of curvature of a tangent curve concave to the North;

THENCE Southeasterly and Easterly, along the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of $091^{\circ}08'29''$ for an arc distance of 79.54 feet to a point of tangency, said point being on the Northwestern right-of-way line of the realigned Twin Peaks Road;

THENCE $N 63^{\circ}17'40'' E$, along the said Northwestern right-of-way line, a distance of 780.25 feet;

THENCE $N 26^{\circ}42'19'' W$, 109.46 feet to a point of curvature of a tangent curve concave to the East;

THENCE Northerly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of $038^{\circ}47'17''$ for an arc distance of 406.19 feet to a point of tangency;

THENCE $N 12^{\circ}04'57'' E$, 456.54 feet to a point of curvature of a tangent curve concave to the East;

THENCE Northerly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of $013^{\circ}47'17''$ for an arc distance of 144.39 feet to a point of cusp of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 300.00 feet and a central angle of $076^{\circ}12'42''$ for an arc distance of 399.04 feet to a point of tangency;

THENCE $N 77^{\circ}55'02'' W$, 350.32 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of $N 26^{\circ}51'35'' W$;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 225.00 feet and a central angle of $041^{\circ}58'24''$ for an arc distance of 164.83 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

CONTINENTAL RANCH
PARCEL 33
(WITH EXISTING RIGHT-OF-WAY)

That portion of Section 20, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the Northeast One-Quarter (NE 1/4) of the said Section 20;

THENCE N 89°27'35" E, along the North line of the said Section 20, a distance of 292.36 feet to the Easterly right-of-way line of the existing Silverbell Road;

THENCE along the said Easterly right-of-way line the following courses and distances;

S 11°39'25" E, 626.38 feet to a point of curvature of a tangent curve concave to the West;

Southerly along the arc of said curve, to the right, having a radius of 880.00 feet and a central angle of 024°28'30" for an arc distance of 375.91 feet to a point of tangency;

S 12°49'05" W, 590.22 feet to the POINT OF BEGINNING;

S 12°49'05" W, 165.51 feet to the North line of that parcel of land recorded in Docket 7534 at Page 1015, Pima County Recorder's Office, Pima County, Arizona;

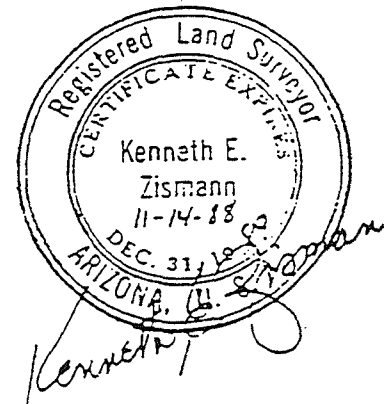
THENCE along the Easterly line of the said parcel of land the following courses and distances;

S 77°10'55" E, 10.00 feet;

S 12°49'05" W, 178.11 feet to a point of curvature of a tangent curve concave to the East;

Southerly along the arc of said curve, to the left, having a radius of 1,260.00 feet and a central angle of 022°34'11" for an arc distance of 496.33 feet to a point on the arc of a non-tangent curve concave to the Southwest, a radial line of said curve through said point having a bearing of N 57°58'54" E, said point being on the Easterly right-of-way line of the realigned Silverbell Road;

Kenneth E. Zismann, R.L.S.



CONTINENTAL RANCH
PARCEL 34 (EXISTING RIGHT-OF-WAY)

That portion of the Northeast One-Quarter (NE 1/4) of Section 20 and the Northwest One-Quarter (NW 1/4) of Section 21, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northwest corner of the said Section 21;

THENCE N 89°33'12" E, along the North line of the said Section 21, a distance of 150.00 feet to the Centerline of Drainageway No. 2;

THENCE along the said Centerline the following courses and distances;

S 00°34'53" E, 288.30 feet to a point of curvature of a tangent curve concave to the Northwest;

Southwesterly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of 090°00'00" for an arc distance of 942.48 feet to a point of tangency;

S 89°25'06" W, 544.74 feet to a point of curvature of a tangent curve concave to the South;

Westerly along the arc of said curve, to the left, having a radius of 600.00 feet and a central angle of 037°46'14" for an arc distance of 395.53 feet to a non-tangent line;

THENCE N 38°21'07" W, 100.00 feet;

THENCE S 89°27'35" W, 809.71 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 80°35'26" E, said point being on the East right-of-way line of the existing Silverbell Road;

THENCE Northerly along the said East right-of-way line, along the arc of said curve, to the left, having a radius of 880.00 feet and a central angle of 021°03'59" for an arc distance of 323.56 feet to a point of tangency;

THENCE N 11°39'25" W, along the said East right-of-way line, a distance of 549.94 feet to the South right-of-way line of Linda Vista

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Boulevard as recorded in Book 13 of Road Maps at Page 37, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 89°27'35" E, 2,216.83 feet;

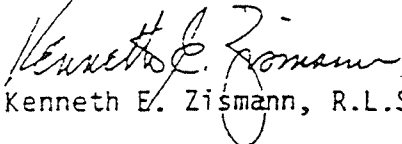
THENCE N 00°32'25" W, 75.00 feet to the North line of the said Section 20;

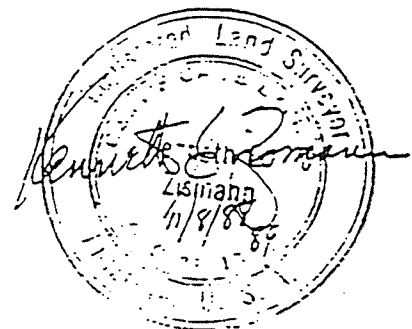
THENCE N 89°27'35" E, along the said North line, a distance of 125.00 feet to the POINT OF BEGINNING.

Containing 45.21 Acres more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



CONTINENTAL RANCH
PARCEL 34A (EXISTING RIGHT-OF-WAY)

That portion of the Northeast One-Quarter (NE 1/4) of Section 20, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the said Northeast One-Quarter (NE 1/4);

THENCE N 89°27'35" E, along the North line of the said Section 20, a distance of 292.36 feet to the prolongation of the East right-of-way line of the existing Silverbell Road;

THENCE S 11°39'25" E, along the said East right-of-way line, a distance of 626.38 feet to a point of curvature of a tangent curve concave to the West;

THENCE Southerly along the said East right-of-way line, along the arc of said curve, to the right, having a radius of 880.00 feet and a central angle of 021°03'59" for an arc distance of 323.56 feet to the POINT OF BEGINNING;

THENCE Southerly along the said East right-of-way line, along the arc of said curve, to the right, having a radius of 880.00 feet and a central angle of 003°24'31" for an arc distance of 52.35 feet to a point of tangency;

THENCE S 12°49'05" W, along the said East right-of-way line, a distance of 590.22 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 63°11'55" E;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 1,545.00 feet and a central angle of 005°38'04" for an arc distance of 151.94 feet to a point of reverse curvature of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 225.00 feet and a central angle of 041°58'24" for an arc distance of 164.83 feet to a non-tangent line, said line being the Centerline of Drainageway No. 2;

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THENCE along the said Centerline the following courses and distances;

S 77°55'02" E, 350.32 feet to a point of curvature of a tangent curve concave to the Northwest;

Northeasterly along the arc of said curve, to the left, having a radius of 300.00 feet and a central angle of 076°12'42" for an arc distance of 399.04 feet to a point of reverse curvature of a tangent curve concave to the Southeast;

Northeasterly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of 025°46'38" for an arc distance of 269.94 feet to a non-tangent line;

THENCE N 38°21'07" W, 100.00 feet;

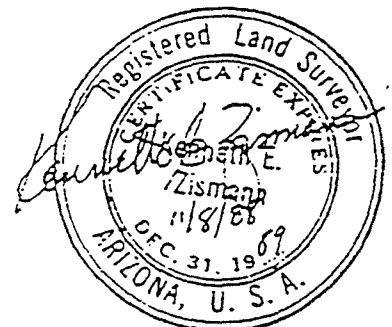
THENCE S 89°27'35" W, 809.71 feet to the POINT OF BEGINNING.

Containing 7.75 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



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CONTINENTAL RANCH
PARCEL 35

That portion of Sections 20 and 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 21;

THENCE N 89°33'12" E, along the North line of Section 21, a distance of 150.00 feet to the POINT OF BEGINNING;

THENCE N 89°33'12" E, 1,294.05 feet;

THENCE S 00°01'59" E, 293.23 feet to a point of curvature of a tangent curve, concave to the West;

THENCE Southerly, along the arc of said curve, to the right, having a radius of 6,555.00 feet and a central angle of 007°31'39" for an arc distance of 861.20 feet to a point of tangency;

THENCE S 07°29'40" W, 161.42 feet;

THENCE N 85°16'33" W, 1,037.29 feet to a point on the arc of a non curve, concave to the Southwest, a radial line of said curve through said point having a bearing of N 69°00'05" E;

THENCE Northwesterly, along the arc of said curve, to the left, having a radius of 400.00 feet and a central angle of 020°26'14" for an arc distance of 142.68 feet to a point of tangency;

THENCE N 41°26'09" W, a distance of 468.11 feet to a point on the arc of a non-tangent curve, concave to the Northwest, a radial line of said curve through said point having a bearing of S 41°26'09" E;

THENCE Northeasterly, along the arc of said curve, to the left, having a radius of 600.00 feet and a central angle of 049°08'45" for an arc distance of 514.65 feet to a point of tangency;

THENCE N 00°34'53" W, a distance of 288.30 feet to the POINT OF BEGINNING

EXCEPT WELL SITE 21-C1.

The North 100.00 feet of the West 100.00 feet of the Northeast One-Quarter (NE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 21.

Containing 37.16 acres, more or less.

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CONTINENTAL RANCH
PARCEL 36

That portion of Section 21, Township 12 South, Range 13 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the Northeast One-Quarter (NE 1, of the said Section 21;

THENCE N 89°40'08" E, along the North line of Section 21, a distance of 301.81 feet;

THENCE S 26°23'50" E, 499.32 feet to the POINT OF BEGINNING;

THENCE S 26°23'50" E, 530.12 feet;

THENCE S 63°52'53" W, 390.68 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Southwesterly, along the arc of said curve, to the left, having a radius of 900.00 feet and a central angle of 43°52'14" for an arc distance of 689.12 feet to a non-tangent line;

THENCE N 69°59'21" W, 456.21 feet;

THENCE S 89°33'12" W, 728.00 feet;

THENCE N 07°29'40" E, 271.30 feet to a point of curvature of a tangent curve, concave to the West;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 6,645.00 feet and a central angle of 02°03'08" for an arc distance of 238.02 feet to a non-tangent line;

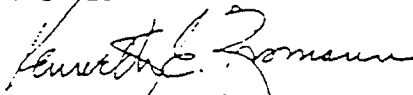
THENCE N 89°33'12" E, 720.00 feet;

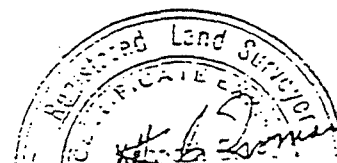
THENCE N 62°39'49" E, 1,057.08 feet to the POINT OF BEGINNING.

Containing 24.55 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.



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LEGAL DESCRIPTION
CONTINENTAL RANCH - PARCEL 37

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE N 89°33'12" E, along the North line of said Section 21, a distance of 2,374.05 feet to the POINT OF BEGINNING;

THENCE N 89°33'12" E, 265.46 feet to the Northwest corner of the North-east One-Quarter (NE 1/4);

THENCE N 89°40'08" E, along the North line of said Northeast One-Quarter (NE 1/4), a distance of 301.81 feet;

THENCE S 26°23'50" E, 499.32 feet;

THENCE S 62°39'49" W, 1,057.08 feet;

THENCE S 89°33'12" W, 720.00 feet to a point on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of S 84°33'28" E;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 6,645.00 feet and a central angle of 005°19'08" for an arc distance of 616.87 feet to a non-tangent line;

THENCE N 89°33'12" E, 312.00 feet south of and parallel with the North line of Section 21, a distance of 842.28 feet;

THENCE N 00°26'48" W, 312.00 feet to the POINT OF BEGINNING;

EXCEPT WELL SITE 21-C2

The North 100.00 feet of the East 100.00 feet of the Northeast One-Quarter (NE 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 21.

Containing 22.28 acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



The
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CONTINENTAL RANCH
PARCEL 38

That portion of Section 21, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 21;

THENCE N 89°33'12" E, along the North line of Section 21, a distance of 1,534.05 feet to the POINT OF BEGINNING:

THENCE N 89°33'12" E, along said line, a distance of 840.00 feet;

THENCE S 00°26'48" E, 312.00 feet;

THENCE S 89°33'12" W, 842.28 feet to a point on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of S 89°52'37" E;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 6,645.00 feet and a central angle of 00°09'23" for an arc distance of 18.13 feet to a point of tangency;

THENCE N 00°01'59" W, a distance of 293.88 feet to the POINT OF BEGINNING.

Containing 6.02 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



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CONTINENTAL RANCH
PARCEL 39

That portion of Section 16, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of Section 16;

THENCE N 89°33'12" E, along the South line of Section 16, a distance of 1,534.05 feet to the POINT OF BEGINNING;

THENCE N 00°01'59" W, 448.15 feet to a point of curvature of a tangent curve, concave to the West;

THENCE Northerly, along the arc of said curve, to the left, having a radius of 2,445.00 feet and a central angle of 04°52'34" for an arc distance of 208.08 feet to a non-tangent line;

THENCE N 89°33'12" E, 495.00 feet;

THENCE S 28°28'02" E, 743.13 feet;

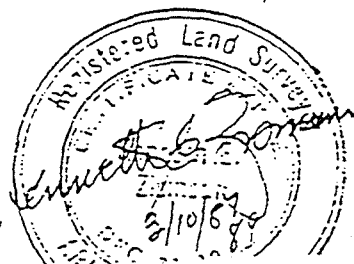
THENCE S 89°33'12" W, along the said South Section line, a distance of 840.00 feet to the POINT OF BEGINNING.

Containing 10.00 acres, more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



950

1955

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LEGAL DESCRIPTION

CONTINENTAL RANCH
PARCEL 40 (NORTH)

That portion of Section 16, Township 12 South, Range 12 East, G & S.R.B. & M., Pima County, Arizona, described as follows;

COMMENCING at the Southeast corner of the Southwest One-Quarter (SW 1/4) of the said Section 16;

THENCE N 00°50'25" W, along the East line of said Southwest One-Quarter (SW 1/4), a distance of 618.47 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line or said curve through said point having a bearing of N 61°59'20" E, said point being on the realigned West channel right-of-way line of the Santa Cruz River;

THENCE Northwesterly along said right-of-way line, along the arc of said curve, to the left, having a radius of 10,830.00 feet and a central angle of 003°04'17" for an arc distance of 580.56 feet to the POINT OF BEGINNING;

THENCE S 58°55'03" W, 921.65 feet;

THENCE S 89°33'12" W. 30.00 feet to a point on the arc of a non-tangent curve, concave to the West, a radial line of said curve through said point having a bearing of N 85°05'27" E, said point being on the East right-of-way line of the realigned Coachline Boulevard;

THENCE Northerly along said right-of-way, along the arc of said curve, to the left, having a radius of 2,445.00 feet and a central angle of 021°43'04" for an arc distance of 926.76 feet to a non-tangent line;

THENCE North 53°54'09" E, 367.56 feet to a point of curvature of a tangent curve, concave to the Northwest;

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THENCE Northeasterly along the arc of said curve, to the left, having a radius of 918.44 feet and a central angle of $018^{\circ}55'27''$ for an arc distance of 303.35 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line of said curve through said point having a bearing of $N 53^{\circ}58'23'' E$, said point being on the realigned West channel right-of-way line of the Santa Cruz River;

THENCE Southeasterly along said right-of-way line, along the arc of said curve, to the right, having a radius of 12,965.00 feet and a central angle of $002^{\circ}05'54''$ for an arc distance of 474.80 feet to a point of compound curvature of a tangent curve, concave to the Southwest;

THENCE Southeasterly along said right-of-way line, along the arc of said curve, to the right, having a radius of 10,830.00 feet and a central angle of $002^{\circ}50'46''$ for an arc distance of 537.97 feet to the POINT OF BEGINNING.

Containing 16.85 Acres more or less.

Prepared by:-

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, RLS



The
WLB
Group

WLB No. 186031
February 4, 1988

LEGAL DESCRIPTION

CONTINENTAL RANCH
PARCEL 40 (SOUTH)

That portion of Section 16, Township 12 South, Range 12 East, G & S.R.B. & M., Pima County, Arizona, described as follows;

BEGINNING at the Southeast corner of the Southwest One-Quarter (SW 1/4) of said Section 16;

THENCE S 89°33'12" W, along the South line of said Southwest One-Quarter (SW 1/4), a distance of 265.46 feet;

THENCE N 28°28'02" W, 743.13 feet;

THENCE S 89°33'12" W, 465.00 feet;

THENCE N 58°55'03" E, 921.65 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line of said curve, through said point having a bearing of N 58°55'03" E, said point being on the West right-of-way line of the realigned Santa Cruz River;

THENCE Southeasterly along said right-of-way line, along the arce of said curve, to the right, having a radius of 10,830.00 feet and a central angle of 004°41'07" for an arc distance of 885.62 feet to a point of tangency;

THENCE S 26°23'50" E, along said right-of-way line, a distance of 385.56 feet to the South line of said Section 16;

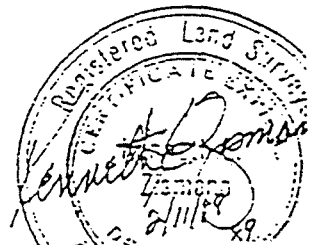
THENCE S 89°40'08" W, along said South line, a distance of 301.81 feet to the POINT OF BEGINNING.

Containing 14.47 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, RLS





CONTINENTAL RANCH
PARCEL 41 (NORTH)

WLB No. 186031
February 4, 1988
Revised 11-13-92

That portion of Section 16, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of the said Section 16;

THENCE N 00°38'47" W, along the West line of the said Section 16, a distance of 2,641.14 feet to the West One-Quarter corner;

THENCE N 00°32'03" W, along the said West line, a distance of 6.57 feet to the Southwest right-of-way of Coachline Boulevard;

THENCE S 64°28'15" E, along the said right-of-way line, a distance of 147.98 feet to a point of curvature of a tangent curve, concave to the Southwest;

THENCE Southerly along the arc of said curve, to the right, having a radius of 2,355.00 feet and a central angle of 038°12'34" for an arc distance of 1,570.51 feet to a non-tangent line;

THENCE S 53°54'09" W, 1,000.55 feet to a point of curvature of a tangent curve, concave to the Southwest;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 600.00 feet and a central angle of 054°29'04" for an arc distance of 570.56 feet to a point of tangency;

THENCE S 00°34'53" E, 419.16 feet, to the South line of said Section 16;

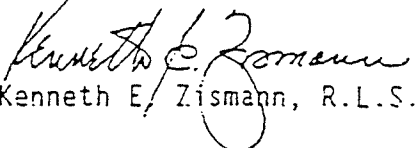
THENCE S 89°33'12" W, along the said South line, a distance of 150.00 feet to the POINT OF BEGINNING;

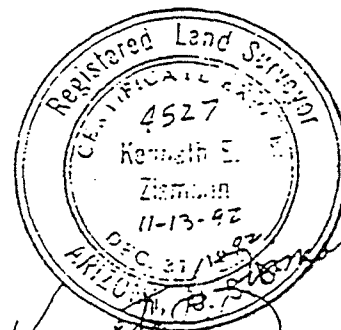
EXCEPT the East 100.00 feet of the West 125.00 feet of the South 100.00 feet of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4).

Containing 34.69 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



The
WLB
Group
Inc.

LEGAL DESCRIPTION

CONTINENTAL RANCH
PARCEL 41 (SOUTH)

That portion of Section 16, Township 12 South, Range 12 East, G & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 16;

THENCE N $89^{\circ}33'12''$ E, along the South line of said Section 16, a distance of 150.00 feet to the POINT OF BEGINNING;

THENCE N $00^{\circ}34'53''$ W, 419.16 feet to a point of curvature of a tangent curve, concave to the Southeast;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 600.00 feet and a central angle of $054^{\circ}29'04''$ for an arc distance of 570.56 feet to a point of tangency;

THENCE N $53^{\circ}54'09''$ E, 1,000.55 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve, through said point having a bearing of N $63^{\circ}44'19''$ E, said point being on the Southwest right-of-way line of the realigned Coachline Boulevard;

THENCE Southerly along said right-of-way line, along the arc of said curve, to the right, having a radius of 2,355.00 feet and a central angle of $026^{\circ}13'41''$ for an arc distance of 1,078.04 feet to a point of tangency;

THENCE S $00^{\circ}01'59''$ E along said right-of-way line, a distance of 448.80 feet to the South line of said Section 16;

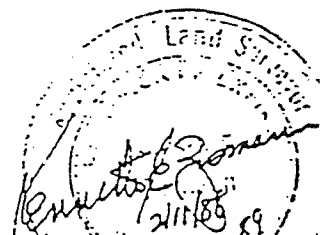
THENCE S $89^{\circ}13'12''$ W along said South line, a distance of 1,294.05 feet to the POINT OF BEGINNING;

Containing 32.9993 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, RLS



The
WLB
Group
inc

CONTINENTAL RANCH
PARCEL 42

That portion of Section 16, Township 12 South, Range 12 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 16;

THENCE S 00°32'03" E, along the East line of Section 17, a distance of 1,320.55 feet;

THENCE N 89°21'50" E, 53.64 feet;

THENCE S 47°07'50" E, 145.26 feet to a point of curvature of a tangent curve, concave to the Southwest;

THENCE Southwesterly, along the arc of said curve, to the right, having a radius of 12,965.00 feet and a central angle of 04°07'31" for an arc distance of 933.50 feet to the POINT OF BEGINNING;

THENCE Southeasterly, along the arc of said curve, to the right, having a radius of 12,965.00 feet and a central angle of 06°58'42" for an arc distance of 1,579.09 feet to a point on the arc of a non-tangent curve, concave to the Northwest, a radial line of said curve through said point having a bearing of S 55°01'18" E;

THENCE Southwesterly, along the arc of said curve, to the right, having a radius of 918.44 feet and a central angle of 18°55'27" for an arc distance of 303.35 feet to a point of tangency;

THENCE S 53°54'09" W, 367.56 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line of said curve through said point having a bearing of N 63°22'24" E;

THENCE Northwesterly, along the arc of said curve, to the left, having a radius of 2,445.00 feet and a central angle of 33°53'44" for an arc distance of 1,446.43 feet to a non-tangent line;

THENCE N 38°16'45" E, 785.85 feet to the POINT OF BEGINNING.

EXCEPT WELL SITE 16-F2.

COMMENCING at the Northwest corner of the Southwest One-Quarter (SW 1/4) of said Section 16;

March 6, 1987
WLB No. 186031
Revised Nov. 10, 1987
Parcel 42

The
WLB
Group_{nc}

THENCE N 89°36'38" E, along the North line of the said Southwest One-Quarter (SW 1/4), a distance of 1,232.00 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line of said curve through said point having a bearing of N 50°04'38" E;

THENCE Southeasterly, along the arc of said curve, to the right, having a radius of 12,915.00 feet and a central angle of 003°04'48" for an arc distance of 694.27 feet to the POINT OF BEGINNING;

THENCE Southeasterly, along the arc of said curve, to the right, having a radius of 12,915.00 feet and a central angle of 000°23'57" for an arc distance of 90.00 feet to a point on the arc of a non-tangent curve, concave to the Northwest, a radial line of said curve through said point having bearing of S 53°49'18" E;

THENCE Southwesterly, along the arc of said curve, to the right, having a radius of 813.44 feet and a central angle of 007°13'20" for an arc distance of 102.54 feet to a non-tangent line;

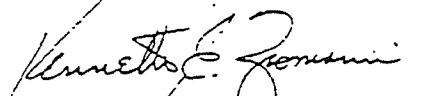
THENCE N 36°50'24" W, 113.68 feet;

THENCE N 53°09'26" E, 100.00 feet to the POINT OF BEGINNING.

Containing 23.09 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.





CONTINENTAL RANCH
PARCEL 43

That portion of Sections 16 and 17, Township 12 South, Range 12 East,
G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 16;

THENCE S 00°32'03" E, along the West line of Section 16, a distance
of 1,320.55 feet to the POINT OF BEGINNING;

THENCE N 89°21'50" E, 53.64 feet;

THENCE S 47°07'50" E, 145.26 feet to a point of curvature of a tangent
curve, concave to the Southwest;

THENCE Southeasterly, along the arc of said curve, to the right, havin
a radius of 12,965.00 feet and a central angle of 04°07'31" for an arc
distance of 933.50 feet to non-tangent line;

THENCE S 38°16'45" W, 785.85 feet to a point on the arc of a non-ta
curve, concave to the Southwest, a radial line of said curve through sai
point having a bearing of N 29°28'40" E;

THENCE Northwesterly, along the arc of said curve, to the left, hav
a radius of 2,445.00 feet and a central angle of 03°56'55" for an arc di
of 168.50 feet to a point of tangency;

THENCE N 64°28'15" W, 579.04 feet;

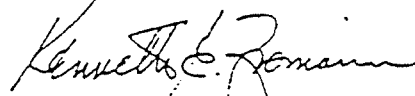
THENCE N 00°32'04" W, 1,043.12 feet;

THENCE N 89°21'50" E, 347.69 feet to the POINT OF BEGINNING.

Containing 24.16 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.



March 6, 1987
WLB No. 186031
REV. July 18, 1988

The
WLB
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Inc.

CONTINENTAL RANCH
PARCEL 44

That portion of the Southeast One-Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the Southeast One-Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 17;

THENCE S 89°21'50" W, along the North line of the said Southeast One-Quarter (SE 1/4), a distance of 347.69 feet to the POINT OF BEGINNING;

THENCE S 00°32'03" E, 1,043.12 feet to the Northeasterly right-of-way line of the realigned Coachline Boulevard;

THENCE N 64°28'16" W, along the said Northeasterly right-of-way line a distance of 44.53 feet;

THENCE N 00°32'03" W, 297.81 feet;

THENCE S 89°27'58" W, 200.00 feet;

THENCE N 00°32'03" W, to the North line of said Southeast One-Quarter (SE 1/4), a distance of 725.31 feet;

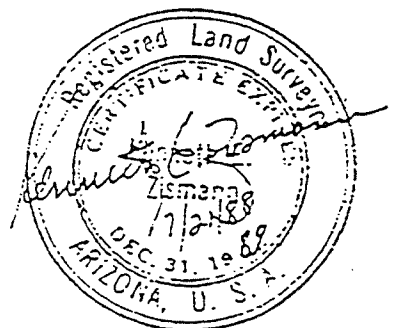
THENCE N 89°21'50" E, along the North line of the said Southeast One-Quarter (SE 1/4), a distance of 240.00 feet to the POINT OF BEGINNING.

Containing 4.28 acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



March 6, 1987
WLB No. 186031
REV. July 18, 1988

The
WLB
Group
INC

CONTINENTAL RANCH
PARCEL 45

That portion of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of said Section 17;

THENCE S 89°21'50" W, along the North line of the said South One-Half (S 1/2), a distance of 587.69 feet to the POINT OF BEGINNING;

THENCE S 00°32'03" E, 925.31 feet to the Northeasterly right-of-way line of the realigned Coachline Boulevard;


THENCE N 64°28'15" W, along the said Northeasterly right-of-way line a distance of 2,098.39 feet to the North line of the said South One-Half (S 1/2);

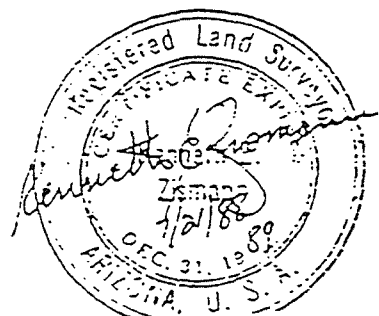
THENCE N 89°21'50" E, along the said North line, a distance of 1,885.00 feet to the POINT OF BEGINNING.

Containing 20.02 acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



March 25, 1987
WLB No. 186031
REV. July 18, 1988

The
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Inc

CONTINENTAL RANCH
PARCEL 46

That portion of the Southwest One-Quarter (SW 1/4) of the Northeast One-Quarter (NE 1/4) and that portion of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Interior One-Quarter corner of said Section 17;

THENCE N 00°31'04" W, along the West line of the said Southwest One-Quarter (SW 1/4), a distance of 1,277.82 feet to the South right-of-way line of the Cortaro Water Users Association Rillito Canal;

THENCE S 64°28'14" E, along the said South right-of-way line, a distance of 1,471.10 feet to the East line of the said Southwest One-Quarter (SW 1/4), being the West line of La Puerta del Norte, as recorded in Book 15 of Maps and Plats at Page 76, Pima County Recorder's Office, Pima County, Arizona;

THENCE S 00°31'34" E, along the said East line, a distance of 628.32 feet to the East-West Mid-Section line;

THENCE S 00°35'16" E, along the East line of the said Northwest One-Quarter (NW 1/4), a distance of 388.13 feet a line 388.13 feet South of and parallel with the said East-West Mid-Section line;

THENCE S 89°19'45" W, along the said parallel line, a distance of 881.17 feet to a line 441.00 feet East of and parallel with the West line of the said Northwest One-Quarter (NW 1/4);

THENCE S 00°31'46" E, along the said parallel line, a distance of 492.99 feet;


THENCE S 89°27'35" W, 441.00 feet to the West line of the said Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4);

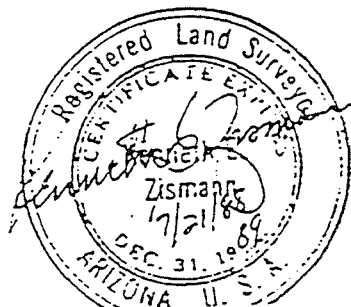
THENCE N 00°31'46" W, along said West line, a distance of 880.11 feet to the POINT OF BEGINNING.

Containing 45.68 acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



CONTINENTAL RANCH
PARCEL 47

That portion of the Northwest One-Quarter (NW 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the said Northwest One-Quarter (NW 1/4);

THENCE S 00°31'04" E, along the East line of the said Northwest One-Quarter (NW 1/4), a distance of 1,366.47 feet to the POINT OF BEGINNING;

THENCE S 00°31'04" E, along the said East line, 616.75 feet to the Southeast corner OF THE Northeast One-Quarter (NE 1/4) OF THE Southeast One Quarter (SE 1/4) OF THE Northwest One-Quarter (NW 1/4);

THENCE S 89°19'48" W, along the South line of the said Northeast One Quarter (NE 1/4), a distance of 526.67 feet to a point on the arc of non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of N 69°39'30" E;

THENCE Northerly along the arc of said curve, to the left, having a radius of 4,045.00 feet and a central angle of 001°04'38" for an arc distance of 76.0 feet to a point of tangency;

THENCE N 21°25'08" W, 299.60 feet to the West line of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4);

THENCE N 00°32'08" W, along the said West line, a distance of 253.63 feet;

THENCE N 68°34'52" E, 119.38 feet to a point of curvature of a tangent curve concave to the South;

The
WLB
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Inc.

WLB. 186031-B-090-X003
December 23, 1992
Page 2

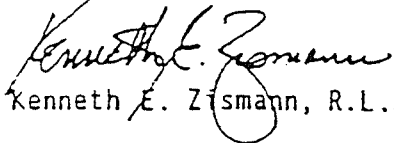
THENCE Easterly along the arc of said curve, to the right, having a radius of 755.00 feet and a central angle of $032^{\circ}09'45''$ for an arc distance of 423.81 feet to a non-tangent line;

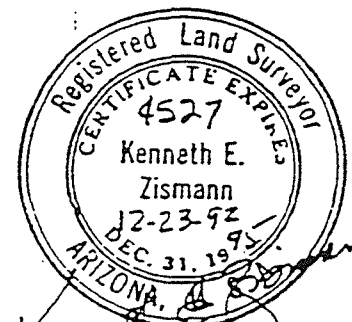
THENCE S $64^{\circ}28'15''$ E, 146.67 feet to the POINT OF BEGINNING.

Containing 9.57 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



March 8, 1987
WLB No. 186031
REV. July 18, 1988

The
WLB
Group
Inc

CONTINENTAL RANCH
PARCEL 48

That portion of the Northwest One-Quarter (NW 1/4) of the Southeast One-Quarter (SE 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of the Southeast One-Quarter (SE 1/4) of said Section 17;

THENCE N 00°31'46" W, along the West line of the said Southeast One-Quarter (SE 1/4), a distance of 1,755.00 feet;

THENCE N 89°27'35" E, 441.00 feet to the POINT OF BEGINNING on a line 441.00 feet East of and parallel with the West line of the said Southeast One-Quarter (SE 1/4);

THENCE N 00°31'46" W, along the said parallel line, a distance of 492.99 feet to a line 388.13 feet South of and parallel with the North line of said Southeast One-Quarter (SE 1/4);

THENCE N 89°19'45" E, along the said parallel line, a distance of 881.17 feet to the West line of La Puerta Del Norte, as recorded in Book 15 of Maps and Plats at Page 76, Pima County Recorder's Office, Pima County, Arizona;

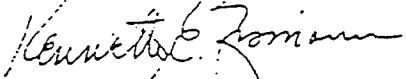
THENCE S 00°35'16" E, along the said West line, 495.00 feet;

THENCE S 89°27'35" W, 881.67 feet to the POINT OF BEGINNING.

Containing 10.00 acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



June 3, 1988
WLB No. 186031.49

The
WLB
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inc

CONTINENTAL RANCH
PARCEL 49

That portion of Section 28, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 28;

THENCE S 00°43'01" E, along the West line of said Northeast One-Quarter (NE 1/4), a distance of 1,318.98 feet to the Southwest corner of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 28;

THENCE N 89°08'35" E, along the South line of said Northwest One-Quarter (NW 1/4) a distance of 30.00 feet to the POINT OF BEGINNING, said point being on the East right-of-way line of Artesiano Road;

THENCE N 89°08'35" E, along said South line a distance of 296.10 feet;

THENCE S 59°06'25" E, 844.70 feet to the Southwest corner of that parcel recorded in Docket 5744 at Page 76, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 08°25'35" E, along the West line of said parcel a distance of 339.51 feet;

THENCE N 14°45'56" E, along the said West line a distance of 19.39 feet to the South right-of-way line of the realigned Silverbell Road;

THENCE N 75°14'04" W, along said South right-of-way line a distance of 650.25 feet to a point of curvature of a tangent curve concave to the North

THENCE Westerly along said South right-of-way line along the arc of said curve, to the right, having a radius of 10,100.00 feet and a central angle of 002°39'17" for an arc distance of 467.99 feet to a non-tangent line, said line being 30.00 feet East of and parallel to the West line of said Northeast One-Quarter (NE 1/4) of Section 28;

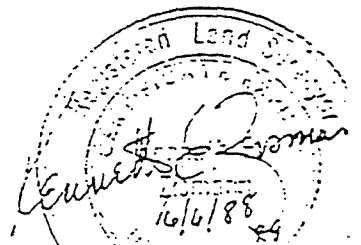
THENCE S 00°43'01" E, along said parallel line a distance of 220.77 feet to the POINT OF BEGINNING.

Containing 5.53 Acres more or less.

Prepared by:

THE WLB GROUP

Kenneth E. Zismann
Kenneth E. Zismann, P.L.S.



Schedule A Continued
EXHIBIT "A"

PARCEL 51

That portion of Sections 27 and 34, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of the Northwest One-Quarter (NW 1/4) of the said Section 34;

THENCE North 89 degrees 31 minutes 28 seconds East, along the South line of said Northwest One-Quarter (NW 1/4), a distance of 1,312.40 feet to the POINT OF BEGINNING, said point being on the West line of the East One-Half (E 1/2) of the said Northwest One-Quarter (NW 1/4);

THENCE North 00 degrees 57 minutes 23 seconds West, along the said North line a distance of 2,649.02 feet to the South line of said Section 27;

THENCE North 00 degrees 34 minutes 50 seconds West, along the West line of the East One-Half (E 1/2) of the Southwest One-Quarter (SW 1/4) of said Section 27 a distance of 743.77 feet to the Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE South 43 degrees 40 minutes 25 seconds East, along the said Southwesterly right-of-way line a distance of 1,401.31 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along said Southwesterly right-of-way line along the arc of said curve, to the left, having a radius of 1,300.00 feet and a central angle of 026 degrees 10 minutes 17 seconds for an arc distance of 593.81 feet to a non-tangent line;

THENCE South 07 degrees 01 minutes 58 seconds East, 975.09 feet;

THENCE South 28 degrees 46 minutes 15 seconds West, 627.46 feet;

THENCE South 17 degrees 12 minutes 24 seconds West, 162.26 feet;

THENCE South 26 degrees 33 minutes 54 seconds East, 190.07 feet;

THENCE South 69 degrees 50 minutes 07 seconds East, 188.56 feet;

Continued...

Page No. 3
Order No. 107887

Policy No. Subdivision

Schedule A Continued
EXHIBIT "A"

THENCE South 17 degrees 05 minutes 39 seconds West, 420.04 feet;

THENCE South 89 degrees 31 minutes 28 seconds West, 656.51 feet;

THENCE North 00 degrees 45 minutes 46 seconds West, 264.00 feet to the South line of the Northwest One-Quarter (NW 1/4) of said Section 34;

THENCE South 89 degrees 31 minutes 28 seconds West, along the said South line 656.20 feet to the POINT OF BEGINNING.

2025 JAN 10 10 10 AM



CONTINENTAL RANCH
PARCEL 52A

That portion of the Northeast One-Quarter (NE 1/4) of Section 34, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of Lot 6, Parcel 52C of Continental Estates as recorded in Book 42 of Maps and Plats at Page 42, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 33°30'07" E, along the Northwesterly right-of-way line of the realigned Cortaro Road as recorded in Docket 8097 at Page 1971, Pima County Recorder's Office, Pima County, Arizona, a distance of 797.65 feet to the POINT OF BEGINNING;

THENCE N 59°00'00" W, 75.00 feet;

THENCE N 31°00'00" E, 75.00 feet to the Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE S 59°00'00" E, along the said Southwesterly right-of-way line, a distance of 26.05 feet to a point of curvature of a tangent curve concave to the West;

THENCE Southeasterly and Southerly, along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 092°30'07" for an arc distance of 80.72 feet to a point of tangency, said point being on the Northwesterly right-of-way line of the said realigned Cortaro Road;

THENCE S 33°30'07" W, along the said Northwesterly right-of-way line, a distance of 22.84 feet to the POINT OF BEGINNING.

Containing 0.12 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

A handwritten signature in dark ink, appearing to read 'Kenneth E. Zismann', is written over the printed name.

Kenneth E. Zismann, R.L.S.





1"=40'
T 12 S
R 12 E

SILVERBELL
ROAD

PIMA CO. R/W

$R = 50.00'$
 $\Delta = 92^{\circ}30'07''$
 $L = 80.72'$

P.O.B.

CORTARO
ROAD
DKT. 8097 PG. 1971

CONTINENTAL ESTA7
PARCEL 52A
(LANDSCAPE ENTRY)

UTILITY, SLOPE, DRAINAGE,
ACCESS & CLEAR ZONE
ESMT. DKT. 8097 PG. 1950

PARCEL 52D

PARCEL 52C
M & P PG. 42

NE COR.
LOT 6

0 20 40 60 80 100 Feet

The
WLB
Group
Inc.

LEGAL DESCRIPTION
CONTINENTAL ESTATES
PARCEL 52D

That portion of Section 34, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of the Northeast One-Quarter (NE 1/4) of the said Section 34;

THENCE S 89°31'28" W, along the South line of the said Northeast One-Quarter (NE 1/4), a distance of 1,573.45 feet to the Northwestern right-of-way line of the realigned Cortaro Road as recorded in Docket 3097 at Page 1971, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 33°30'07" E, along the said Northwestern right-of-way line, a distance of 540.45 feet to the POINT OF BEGINNING, said point being on the Northeasterly right-of-way line of a 100.00 foot U.S.D.I. Bureau of Reclamation W.A.P.A. power line easement as recorded in Book 70, of Docket at Page 577 and in Book 217, of Dockets, at Page 253. Pima County Recorder's Office, Pima County, Arizona;

THENCE N 49°52'04" W, along the said Northeasterly right-of-way line a distance of 1,577.53 feet;

THENCE N 07°01'58" W, 573.19 feet to the Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE along the said Southwesterly right-of-way line the following courses and distances:

S 69°50'42" E, 641.23 feet to a point of curvature of a tangent curve concave to the Southwest;

Southeasterly along the arc of said curve, to the right, having a radius of 2,764.79 feet and a central angle of 010°50'42" for an arc distance of 523.32 feet to a point of tangency;

S 59°00'00" E, 720.52 feet to a point of curvature of a tangency curve concave to the West;

THENCE S 31°00'00" W, 75.00 feet;

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Inc

THENCE S 59°00'00" E, 75.00 feet to the Northwestern right-of-way line
of the said realigned Cortaro Road;

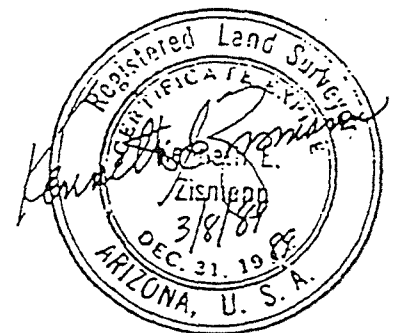
THENCE S 33°30'07" W, along the said Northwestern right-of-way line,
a distance of 797.65 feet to the POINT OF BEGINNING.

Containing 28.37 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



June 3, 1988
WLB Job No. 186031

The
WLB
Group
Inc

CONTINENTAL RANCH
PARCEL 55

That portion of the Northeast One-Quarter (NE 1/4) of Section 34, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the Southeast corner of the Northeast One-Quarter (NE 1/4) of said Section 34;

THENCE S 89°31'28" W, along the South line of said Northeast One-Quarter (NE 1/4) a distance of 1,392.56 feet to the Southeasterly right-of-way line of the realigned Cortaro Road;

THENCE N 33°30'07" E, along said Southeasterly right-of-way line a distance of 1,270.77 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 087°29'53" for an arc distance of 76.35 feet to a point of tangency, said point being on the Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE S 59°00'00" E, along said Southwesterly right-of-way line a distance of 523.74 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 1,332.39 feet and a central angle of 008°34'41" for an arc distance of 199.48 feet to a non-tangent line, said line being the East line of said Section 34;

THENCE S 01°01'00" E, along said East line a distance of 678.59 feet to the POINT OF BEGINNING.

Containing 22.60 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



LEGAL DESCRIPTION
PARCEL 56

That portion of Sections 34 and 35, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the said Section 34;

THENCE S 01°01'00" E, along the East line of the said Section 34, a distance of 1,314.93 feet to the POINT OF BEGINNING, said point being the Southeast corner of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4);

THENCE S 01°01'00" E, along the said East line, a distance of 384.51 feet to a point on the arc of a non-tangent curve concave to the Southwest, a radial line of said curve through said point having a bearing of N 33°26'22" E, said point being on the Northeasterly right-of-way line of the realigned Silverbell Road;

THENCE Northwesterly along the said Northeasterly right-of-way line, along the arc of said curve, to the left, having a radius of 1,532.39 feet and a central angle of 002°26'22" for an arc distance of 65.25 feet to a point of tangency;

THENCE N 59°00'00" W, along the said Northeasterly right-of-way line, a distance of 510.64 feet to a point of curvature of a tangent curve concave to the East;

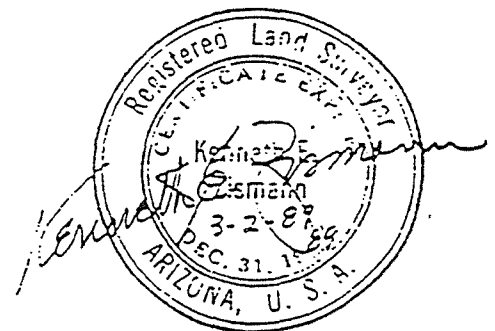
THENCE Northwesterly and Northerly, along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 092°30'07" for an arc distance of 80.72 feet to a point of tangency, said point being on the Southeasterly right-of-way line of the realigned Cortaro Road as recorded in Docket 8097 at Page 1971, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 33°30'07" E, along the said Southeasterly right-of-way line, a distance of 594.96 feet;

THENCE S 56°29'53" E, 681.68 feet;

THENCE S 00°31'36" W, 100.00 feet to the South line of the Northwest One-Quarter (NW 1/4) of the Northwest One-Quarter (NW 1/4) of the said Section 35;

Page 2.



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LEGAL DESCRIPTION
PARCEL 57

That portion of Sections 34 and 35, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the said Section 35;

THENCE S 01°01'00" E, along the West line of the said Section 35, a distance of 592.01 feet to the POINT OF BEGINNING on the Southeasterly right-of-way line of the realigned Silverbell Road as recorded in Docket 8097 at Page 1971, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 33°30'07" E, along the said Southeasterly right-of-way line, a distance of 159.33 feet to the Southwesterly right-of-way line of the Santa Cruz River;

THENCE along the said Southwesterly right-of-way line the following courses and distances;

S 56°29'53" E, 300.00 feet;

N 33°30'07" E, 100.00 feet;

S 56°29'53" E, 78.03 feet to a point of curvature of a tangent curve concave to the Southwest;

Southeasterly along the arc of said curve, to the right, having a radius of 2,450.00 feet and a central angle of 023°48'26" for an arc distance of 1,018.01 feet to the South line of the Northwest One-Quarter (NW 1/4) of the Northwest One-Quarter (NW 1/4) of the said Section 35;

THENCE S 89°28'14" W, along the said South line, a distance of 761.27 feet;

THENCE N 00°31'36" E, 100.00 feet;

THENCE N 56°29'53" W, 681.68 feet to the Southeasterly right-of-way line of the said realigned Cortaro Road;

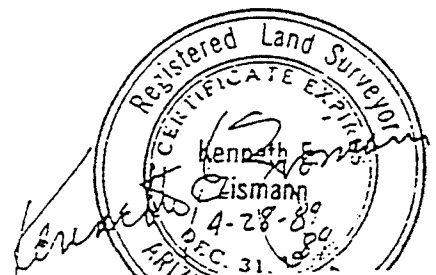
THENCE N 33°30'07" E, along the said Southeasterly right-of-way line, a distance of 291.30 feet to the POINT OF BEGINNING.

Containing 13.22 Acres more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



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AMCOR OWNERSHIP
PARCEL 58

That portion of the Southeast One-Quarter (SE 1/4) of Section 35, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 35;

THENCE N 00°48'31" W, along the East line of the said Section 35, a distance of 75.00 feet to the North right-of-way line of Ina Road;

THENCE S 89°24'14" W, along the said North right-of-way line, a distance of 742.96 feet to the POINT OF BEGINNING, said point being the Southwest corner of that Parcel of land recorded in Docket 7523 at Page 1368, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 00°35'46" W, along the West line of the said Parcel of land, a distance of 240.00 feet to the Northwest corner;

THENCE N 89°24'14" E, along the North line of the said Parcel of land, a distance of 67.08 feet, to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of N 82°43'17" E, said point being the Southwest corner of that Parcel of land recorded in Docket 7669 at Page 1186;

THENCE Northerly along the West line of the said Parcel of land, along the arc of said curve, to the left, having a radius of 1,846.00 feet and a central angle of 008°13'20" for an arc distance of 264.91 feet to the North line of that Parcel of Land recorded in Docket 7681 at Page 954-977;

THENCE S 89°24'14" W, along the said North line, a distance of 1,903.01 feet to the West line of the Southwest One-Quarter (SW 1/4) of the said Section 35;

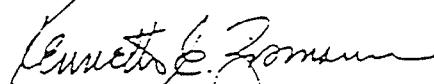
THENCE S 00°46'31" E, along the said West line, a distance of 500.00 feet to the North right-of-way line of Ina Road;

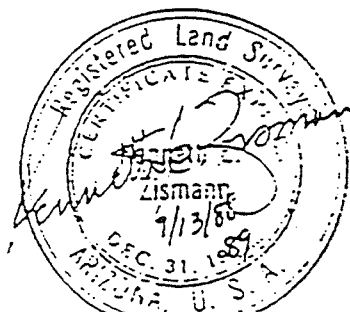
THENCE N 89°24'14" E, along the said North right-of-way line, a distance of 1,883.94 feet to the POINT OF BEGINNING.

Containing 21.91 acres, more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



WLB No. 186031
July 27, 1988

The
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CONTINENTAL RANCH
PARCEL 69

That portion of the of the Southeast One-Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4) of the Northwest One-Quarter (NW 1/4) of Section 17, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter (NW 1/4) of said Section 17;

THENCE S 00°31'04" E, along the East line of the said Northwest One-Quarter (NW 1/4), a distance of 661.07 feet to the POINT OF BEGINNING;

THENCE S 00°31'04" E, along the said East line, a distance of 583.92 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 18°46'38" E, said point being on the North right-of-way line of the realigned Coachline Boulevard;

THENCE Westerly along the said North right-of-way line, along the arc of said curve, to the left, having a radius of 845.00 feet and a central angle of 040°11'46" for an arc distance of 592.82 feet to a point of tangency;

THENCE S 68°34'53" W, along the said North right-of-way line, a distance of 85.04 feet to the West line of the said Southeast One-Quarter (SE 1/4);

THENCE N 00°32'08" W, along the said West line, a distance of 620.52 feet to the North line of the said Southeast One-Quarter (SE 1/4);

THENCE N 89°19'08" E, along the said North line, a distance of 660.32 feet to the POINT OF BEGINNING.

Containing 8.47 acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.



June 3, 1988
WLB Job No. 186031

The
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CONTINENTAL RANCH
PARCEL 71

That portion of the Southwest One-Quarter (SW 1/4) of Section 27, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of the Southwest One-Quarter (SW 1/4) of said Section 27;

THENCE S $00^{\circ}33'36''$ E, along the West line of said Section 27 a distance of 481.63 feet;

THENCE N $89^{\circ}26'24''$ E, 30.00 feet to the POINT OF BEGINNING on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S $52^{\circ}32'41''$ W, said point being on the Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE Southeasterly along said Southwesterly right-of-way line along the arc of said curve, to the left, having a radius of 4,040.00 feet and a central angle of $006^{\circ}13'06''$ for an arc distance of 438.45 feet to a point of tangency;

THENCE S $43^{\circ}40'25''$ E, along said Southwesterly right-of-way line a distance of 9.33 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S $62^{\circ}59'54''$ East;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 250.00 feet and a central angle of $073^{\circ}33'29''$ for an arc distance of 320.96 feet to a point of reverse curvature of a tangent curve concave to the South;

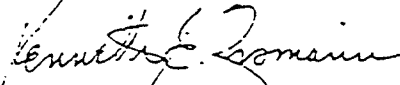
THENCE Westerly along the arc of said curve, to the left, having a radius of 350.00 feet and a central angle of $003^{\circ}01'52''$ for an arc distance of 18.52 feet to a non-tangent line, said line being 30.00 feet East of and parallel with the West line of said Section 27;

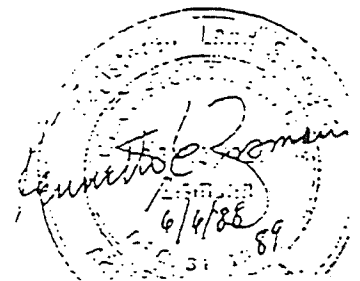
THENCE N $00^{\circ}33'36''$ W, along said parallel line a distance of 469.04 feet to the POINT OF BEGINNING

Containing 1.78 Acres more or less.

Prepared by:

THE WLB GROUP, INC.


Kenneth E. Zismann, R.L.S.



WLB No. 186031
September 14, 1988

The
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LEGAL DESCRIPTION
PARCEL 71-A (NORTH)

That portion of Section 27, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of the said Section 27;

THENCE N 00°33'36" W, along the West line of the said Section 27, a distance of 1,579.61 feet;

THENCE N 89°26'24" E, 30.00 feet to a point on the arc of a of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of S 10°23'16" W;

THENCE Easterly along the arc of said curve, to the left, having a radius of 350.00 feet and a central angle of 012°14'30" for an arc distance of 74.78 feet to the POINT OF BEGINNING;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 350.00 feet and a central angle of 055°29'33" for an arc distance of 338.98 feet to a non-tangent line, said line being the Southwesterly right-of-way line of the realigned Silverbell Road;

THENCE S 43°40'25" E, along the said Southwesterly right-of-way line, a distance of 239.39 feet to a point of curvature of a tangent curve concave to the West;

THENCE Southerly along the arc of said curve, to the right, having a radius of 40.00 feet and a central angle of 090°00'00" for an arc distance of 62.83 feet to a point of tangency, said point being on the Northwestern right-of-way line of the realigned Wade Road;

THENCE S 46°19'35" W, along the said Northwestern right-of-way line, a distance of 276.11 feet;

THENCE N 43°40'25" W, 358.64 feet to the POINT OF BEGINNING

Containing 2.10 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann
Kenneth E. Zismann, R.L.S.

