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11201 North Tatum Boulevard
Suite 330
Phoenix, Arizona 85028
Attention: Gordon E. Hunt, Esq.

1263892
1/8

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DC RANCH PARCEL 1.12
AND SUPPLEMENT TO THE COVENANT,
AND AIRPORT NOTIFICATION**

This Supplemental Declaration of Covenants, Conditions and Restrictions for DC Ranch Parcel 1.12 and Supplement to The Covenant, and Airport Notification ("Supplemental Declaration") is made effective this 25th day of August, 2004, by DC RANCH L.L.C., an Arizona limited liability company ("Declarant").

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

B. Declarant executed the DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements and recorded said document in the official records of Maricopa County, Arizona on July 16, 1999, as Document No. 99-0673268 (the "Council Declaration"); and

C. Declarant executed the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ranch and recorded said document in the official records of Maricopa County, Arizona on July 16, 1999, as Document No. 99-0673267 (the "Ranch Declaration"); and

D. Declarant executed The Covenant at DC Ranch and recorded said document in the official records of Maricopa County, Arizona on December 13, 1996, as Document No. 96-0868789, and re-recorded said document on May 5, 1997, as Document No. 97-0298843, and amended said document pursuant to the First Amendment to The Covenant at DC Ranch, recorded on July 16, 1999 as Document No. 99-0673266 (as amended, the "Covenant"); and

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

F. The Covenant contemplates that additional land may be made subject to The Covenant in any manner, including by recordation of a Supplement to the Covenant; and

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

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

1. Annexation. Pursuant to Section 14.2 of the Council Declaration, Section 9.1 of the Ranch Declaration, and Section 2.1 of the Covenant, Declarant hereby declares that the Tract is and shall be subject to the terms and provisions of the Council Declaration, the Ranch Declaration and the Covenant, respectively.

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

3. Calculation of Units. The Tract is intended to be subdivided into residential lots (once subdivided, collectively, the "Lots", and each, individually, a "Lot") pursuant to a subdivision plat for the Tract which is planned to be recorded in the official records of Maricopa County, Arizona (the "Plat"). Accordingly, for purposes of Exhibit "C" to the Council Declaration and Exhibit "D" to the Ranch Declaration, the number of Units in the Tract is as yet unknown. Upon recordation of the Plat, then Declarant may, without obtaining the consent of any owner of any such lot or any portion of the Tract, amend this Supplemental Declaration to correctly specify the total number of Lots within, and Units attributable to, the Tract. Declarant reserves all rights with respect to its review and approval or disapproval of the Plat.

4. Neighborhoods.

a. Neighborhood Assessments for Planning Unit I. The Tract, together with certain other property within the Development located south of the Union Hills alignment will be designated by the Ranch Association as a Neighborhood (referred to in this instrument as the "Planning Unit I Neighborhood"), and will be subject to one or more Neighborhood Assessments levied by the Ranch Association with respect to certain relevant Neighborhood

Expenses, including without limitation expenses associated with some or all of the private streets within the Planning Unit I Neighborhood, and some or all of the open space areas, parks and other recreational facilities located within the Planning Unit I Neighborhood. The amount of the foregoing levy will be established by the Ranch Association in accordance with the terms of the Ranch Declaration.

b. **Neighborhood Assessments for Parcel 1.12.** The Tract may be designated by the Ranch Association as a separate Neighborhood (referred to in this instrument as the "Parcel 1.12 Neighborhood"), and may be subject to one or more separate Neighborhood Assessments levied by the Ranch Association with respect to certain relevant Neighborhood Expenses. The amount of the foregoing levy will be established by the Ranch Association in accordance with the terms of the Ranch Declaration.

c. **Voting Neighborhood.** Notwithstanding any designation of the Tract as the Parcel 1.12 Neighborhood or as a portion of the Planning Unit I Neighborhood, for purposes of allocating Neighborhood Assessments as set forth in Paragraphs 4(a) and 4(b) above, Declarant reserves the right to separately designate all or any portion of the Tract as a Neighborhood or as part of a larger Neighborhood for purposes of electing Voting Members pursuant to Section 6.4 of the Ranch Declaration, and for all related purposes.

5. **Commencement of Assessments.** Without limiting the provisions of Paragraph 4 above, the Lots, once the Plat is recorded, shall be subject to all assessments, fees and other charges duly imposed pursuant to the Council Declaration and all assessments, fees and other charges duly imposed pursuant to the Ranch Declaration. The obligation to pay assessments, fees and other charges under the Council Declaration and assessments, fees and other charges under the Ranch Declaration shall commence as to all Lots effective as of the recording of the Plat in the official records of Maricopa County, Arizona.

6. **Construction and Maintenance Requirements.** The construction of, and all modifications to, any and all improvements within the Tract (including landscaping) shall be subject to various approval requirements of the Covenant Commission, as set forth in The Covenant and in the Community Design Book adopted by the Covenant Commission with respect to residential construction, and all other rules, regulations, and design standards and guidelines adopted by the Covenant Commission with respect to the Tract from time to time. Each Lot owner shall be responsible for maintenance of all improvements, landscaping and natural open space areas (if any) within the Lot in accordance with the Community-Wide Standard applicable to the Development, all other requirements of the Governing Documents, and all other standards imposed by law; provided that Declarant hereby reserves to itself and the Community Council and the Ranch Association (or the agent or contractor of any of them) the right to enter upon such areas to perform such maintenance if the Lot owner fails to do so. Acceptance by the Community Council or the Ranch Association (as applicable) of improvements to be constructed in areas outside of the Lots shall be subject to compliance with the requirements of the Community Design Book and the Construction Guidelines and subject to the improvements' compliance with the requirements of The Covenant.

7. **Maintenance of Streetscape Areas.** Any area that is located within a private street tract as shown on the Plat but outside of the private street improvements built within such private street tract, including any landscaping improvements located in such area (a "Streetscape Area"), shall be maintained by the owner of the adjacent Lot or common area tract (as applicable) in accordance with the Community-Wide Standard applicable to the Development, all other requirements of the Governing Documents, and all other standards imposed under applicable law. The determination as to which Lot or common area tract is adjacent to a particular Streetscape Area shall be made by reference to the prolongation of the relevant Lot boundaries and/or common area tract boundaries. If a Lot owner shall fail to meet its maintenance obligations under this Paragraph 7, the Ranch Association shall have the right to perform such maintenance on behalf of such owner and to enter upon such owner's Lot to the extent reasonably necessary do so.

8. **Boundary Walls and Common Yard Walls.** For purposes of this Supplemental Declaration, the term "Boundary Wall" shall mean a landscape wall constructed on, or immediately adjacent to, the common boundary of an Area of Common Responsibility and a Lot, and the term "Common Yard Wall" shall mean a landscape wall constructed on, or immediately adjacent to, the common boundary of two Lots. The rights and duties of Lot owners and the Ranch Association with respect to Boundary Walls and Common Yard Walls shall be as follows:

a. The Ranch Association and the Lot owner who have a Boundary Wall on or adjacent to their common boundary shall both equally have the right to use such Boundary Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Boundary Wall by the other, and two Lot owners who have a Common Yard Wall on or adjacent to their common boundary shall both equally have the right to use such Common Yard Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Common Yard Wall by the other;

b. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of an adjacent Lot owner or any of such owner's tenants, invitees, agents, guests or family members (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Lot owner to rebuild and repair the Boundary Wall or Common Yard Wall without cost to the Ranch Association or the other Lot owner (as applicable); provided that any liability imposed on a Lot owner hereunder shall not limit or prejudice the right of the Lot owner to pursue any available legal remedies against the person(s) causing such damage or destruction;

c. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of the Ranch Association or any of its agents or contractors (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the Ranch Association to rebuild and repair the Boundary Wall or Common Yard Wall (including restoration of any affected landscaping) without cost to the adjacent Lot owner(s); provided that any liability imposed on the Ranch Association hereunder shall not limit or prejudice the right of the Ranch Association to pursue any available legal remedies against the person(s) causing such damage or destruction;

d. If any Boundary Wall or Common Yard Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of an adjacent Lot owner or any of such owner's tenants, invitees, agents, contractors, guests or family members, it shall be the joint obligation of the Lot owner and the Ranch Association (in the case of a Boundary Wall), or the two Lot owners (in the case of a Common Yard Wall), to rebuild and repair such wall (including restoration of any affected landscaping) to its pre-existing condition at their joint expense, such expense to be divided equally between them; provided, however, that if such damage or destruction is limited to the surface of a Boundary Wall or Common Yard Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the owner of the adjacent property toward which such surface faces, at such owner's sole expense;

e. In connection with any rebuilding or repair of a Boundary Wall or Common Wall in accordance with this Paragraph 8, each adjacent Lot owner (or the Ranch Association, if applicable) shall have the right to enter upon the adjacent Lot or Area of Common Responsibility as may be reasonably necessary in order to carry out such rebuilding or repair (including restoration of any affected landscaping).

f. Notwithstanding anything to the contrary herein contained, there shall be no modification of any Boundary Wall or impairment of the structural integrity of any Boundary Wall without the prior consent of the Ranch Association and the Covenant Commission, and there shall be no modification of any Common Yard Wall or impairment of the structural integrity of any Common Yard Wall without the prior consent of the owners of both adjacent Lots and the Covenant Commission;

g. Anything in the foregoing to the contrary notwithstanding, the Ranch Association shall have no responsibility for the maintenance, repair or replacement of any Boundary Wall pursuant to this Paragraph 8 unless and until it has approved the construction of such Boundary Wall and accepted in writing maintenance responsibility (to the extent provided herein) for such Boundary Wall, in accordance with applicable Ranch Association turnover processes;

h. If a Lot owner shall fail to meet its maintenance or repair obligations under this Paragraph 8, the Ranch Association shall have the right to perform such maintenance or repair on behalf of such owner and to enter upon such owner's Lot to the extent reasonably necessary do so;

i. If a portion of a Boundary Wall (in its original location as approved by the Ranch Association and Covenant Commission, or as it may be relocated with the approval of the Ranch Association and the Covenant Commission) encroaches onto a Lot or encroaches onto an Area of Common Responsibility, and if such encroachment does not at any point exceed three (3) feet from the relevant Lot boundary, then, for so long as such encroachment continues, (a) the owner of the property onto which the Boundary Wall encroaches (the "Burdened Property") shall be deemed to have granted an easement of access and enjoyment to the owner of the adjacent Lot or Area of Common Responsibility (the "Benefited Property") over that portion of the Burdened Property

lying on the same side of the Boundary Wall as the Benefited Property (the "Easement Area"), and (b) the owner of the Benefited Property shall be responsible for maintenance of the Easement Area in accordance with all maintenance standards applicable to the adjacent portion of the Benefited Property, whether such maintenance standards are imposed pursuant to the Community Council Governing Documents, the Ranch Governing Documents, or any other governing law or agreement; and

j. The right of any Lot owner to contribution from the Ranch Association or from any other Lot owner under this Paragraph 8 shall be appurtenant to the land and shall pass to such Lot owner's successors in title.

9. **Pedestrian Lighting.** Declarant reserves to itself and its successors and assigns the right to install, remove, maintain, replace and repair lighting fixtures, related electrical lines and other related facilities, within the areas designated on the Plat as common area tracts and within any and all other areas designated on the Plat as "Private Trail Easement" or "PVT.TR.E.", or as "Sidewalk Easement" or "S.W.E.", for the purpose of facilitating pedestrian use of private paths and private trails located within such common area tracts and other areas. The design and location of such fixtures, lines and related facilities shall be as determined by The Covenant Commission, consistent with the Community Design Book, and The Covenant Commission shall determine from time to time the days and hours of the day on which such lighting fixtures shall be operated.

10. **Revegetation.** Declarant reserves to itself and its successors and assigns an easement over, upon and across those portions of the Lots on which the natural vegetation is disturbed by the construction or installation of street improvements or other infrastructure improvements, for purposes of access as may be necessary (a) to revegetate such areas with native plants in accordance with the Environmental Design Study for DC Ranch Planning Unit I, approved by the City of Scottsdale in Zoning Case No. 54-ZN-89#2, (b) for purposes of installing, constructing, maintaining, replacing and repairing such irrigation controllers, backflow prevention devices, water lines, irrigation lines and other facilities, as needed in connection with such revegetation, and (c) to maintain all revegetated plants, to the extent, if any, Declarant deems such maintenance appropriate in connection with such revegetation.

11. **Party Walls.** With respect to any Party Wall (as defined below), the owners of the relevant adjoining dwelling units shall have the rights and obligations set forth in this Paragraph 11; the Ranch Association shall have no responsibility whatsoever for maintenance, repair or replacement of any portion of any Party Wall. To the extent not inconsistent with the provisions of this Paragraph 11, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Party Walls. For purposes of this Supplemental Declaration, the term "Party Wall" means a wall that separates the interior of one dwelling unit from the interior of another dwelling unit and that lies on or about the common Lot boundary between such two dwelling units.

a. If any Party Wall is damaged or destroyed through the act of the owner of an adjoining dwelling unit, or any of such owner's tenants, invitees, agents, contractors, guests or family members (whether or not such act is negligent or otherwise culpable), it

shall be the obligation of such dwelling unit owner to rebuild and repair the Party Wall without cost to the other dwelling unit owner; provided that any liability imposed on a dwelling unit owner hereunder shall not limit or prejudice the right of the dwelling unit owner to pursue any available legal remedies against the person(s) causing such damage or destruction.

b. If any Party Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of the owner of an adjoining dwelling unit or any of such owner's tenants, invitees, agents, contractors, guests or family members, it shall be the joint obligation of the owners of both adjoining dwelling units to rebuild and repair such Party Wall to its pre-existing condition at their joint expense, such expense to be divided equally between them (and, in event that one such owner fails or refuses so to act, the other owner may undertake the rebuilding or repair of such Party Wall to its pre-existing condition, and thereupon shall have the right to obtain contribution from the owner who failed or refused to act, in the amount of one-half of the cost of such rebuilding or repair); provided, however, that if such damage or destruction is limited to the surface of a Party Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the owner of the adjoining dwelling unit toward which such surface faces, at such owner's sole expense; and provided that utilities, conduit, facilities and appurtenances to the Party Wall serving only one dwelling unit shall be maintained and repaired solely at the cost of the owner whose dwelling unit is served thereby, except as provided in Paragraph 11(a) above.

c. In connection with any rebuilding or repair of a Party Wall in accordance with this Paragraph 11, each adjacent Lot owner shall have the right to enter upon the other adjacent Lot as may be reasonably necessary in order to carry out such rebuilding or repair.

d. The right of any dwelling unit owner to contribution from any other dwelling unit owner under this Paragraph 11 shall be appurtenant to the land and shall pass to such owner's successors in title.

12. **Common Roof Structure.** With respect to any Common Roof Structure (as defined below), the owners of the relevant adjoining dwelling units shall have the rights and obligations set forth in this Paragraph 12; the Ranch Association shall have no responsibility whatsoever for maintenance, repair or replacement of any portion of any Common Roof Structure. To the extent not inconsistent with the provisions of this Paragraph 12, the general rules of law regarding and liability for property damage due to negligence or willful acts or omissions shall apply to the Common Roof Structures. For purposes of this Supplemental Declaration, the term "**Common Roof Structure**" means the structural elements of any single roof that is attached to any portion of two adjoining dwelling units, but does not include shingles, tiles or other non-structural elements.

a. If any Common Roof Structure is damaged or destroyed through the act of the owner of an adjoining dwelling unit, or any of such owner's tenants, invitees, agents, contractors, guests or family members (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such dwelling unit owner to rebuild and repair the

Common Roof Structure without cost to the other dwelling unit owner; provided that any liability imposed on a dwelling unit owner hereunder shall not limit or prejudice the right of the dwelling unit owner to pursue any available legal remedies against the person(s) causing such damage or destruction.

b. If any Common Roof Structure is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of the owner of an adjoining dwelling unit or any of such owner's tenants, invitees, agents, contractors, guests or family members, it shall be the joint obligation of the owners of both adjoining dwelling units to rebuild and repair such Common Roof Structure to its pre-existing condition at their joint expense, such expense to be divided equally between them (and, in event that one such owner fails or refuses so to act, the other owner may undertake the rebuilding or repair of such Common Roof Structure to its pre-existing condition, and thereupon shall have the right to obtain contribution from the owner who failed or refused to act, in the amount of one-half of the cost of such rebuilding or repair).

c. Consistent with the foregoing, and with the terms of Paragraph 6 above, each owner of a Lot with a Common Roof Structure shall be solely responsible for the maintenance of shingles, roof tiles and other non-structural elements of the roof above such owner's Lot.

d. In connection with any rebuilding or repair of a Common Roof Structure in accordance with this Paragraph 12, each adjacent Lot owner shall have the right to enter upon the other adjacent Lot as may be reasonably necessary in order to carry out such rebuilding or repair.

e. The right of any dwelling unit owner to contribution from any other dwelling unit owner under this Paragraph 12 shall be appurtenant to the land and shall pass to such owner's successors in title.

13. Easements.

a. Easement for Roof Water Run-Off. In any instance in which storm water drains from the roof of one Lot (the "Roof Draining Lot") onto an adjacent Lot (an "Adjacent Roof Lot"), Declarant hereby establishes for the benefit of the owner of the Roof Draining Lot, and its successors and assigns, a non-exclusive easement over the Adjacent Roof Lot for purposes of drainage of such storm water from the roof of the dwelling unit located on such Roof Draining Lot, but only to the extent that such drainage consists of water flow from a roof that has been constructed in accordance with plans prepared by the original Builder constructing the dwelling unit and approved by the Covenant Commission.

b. Easement for Surface Water Run-Off. In any instance in which storm water drains from the surface of a Lot (the "Surface Draining Lot") or Area of Common Responsibility onto an adjacent Lot (an "Adjacent Surface Lot"), the owner of the Adjacent Surface Lot shall be deemed to have granted to the owner of the Surface Draining Lot or Area of Common Responsibility a non-exclusive easement over the

adjacent five (5) feet of the Adjacent Surface Lot extending from the street-side boundary of the Adjacent Surface Lot to the wall separating the front yard of the Adjacent Surface Lot from the side yard of the Adjacent Surface Lot, for purposes of drainage of such storm water from the surface of the Surface Draining Lot or Area of Common Responsibility, but only to the extent that such drainage consists of water flow resulting from a finished grade established in accordance with the final civil plans for the property containing the Tract prepared by the original Builder and approved by the City of Scottsdale.

c. **Easement for Roof Encroachment.** In each instance in which a roof eave or other roof projection of a dwelling unit constructed on a Lot (an "Encroaching Lot") encroaches onto an Adjacent Lot, Declarant hereby grants to the owner of such Encroaching Lot, and its successors and assigns, a non-exclusive easement over the Adjacent Lot to the extent of such encroachment, for purposes of such encroachment and for purposes of such access as may be reasonably necessary to inspect, maintain and repair such eave or other projection; provided that such eave or other projection has been constructed in accordance with plans prepared by the original Builder constructing the dwelling unit and approved by the Covenant Commission; and provided, further, that the owner conducting any such inspection, maintenance or repair shall be responsible for any resulting damage or destruction to the Adjacent Lot, or any improvements or other property located thereon, and for any resulting bodily injury to any person.

d. **Easement for Maintenance.** Without limiting the provisions in Paragraph 12(d) above, each owner of a Lot shall have an easement to enter each adjoining Lot (excluding the interior of the dwelling or garage on such adjoining Lot) in connection with any rebuilding or repair of any improvements on the Lot owned by such owner, as may be reasonably necessary in order to carry out such rebuilding or repair (including restoration of any affected landscaping).

14. **Adjacent Land Uses.**

a. **General.** Declarant hereby gives notice that the Tract is located adjacent to (a) land zoned for single-family detached housing, to the east and southeast (DC Ranch Parcel 1.11), (b) various parcels of land, not within DC Ranch, zoned for residential use, to the east and northeast, (c) land zoned for single-family detached housing, to the north (DC Ranch Parcel 1.13), (d) land zoned for single-family detached housing, to the west (DC Ranch Parcel 1.18), and (e) land zoned for apartments, to the south and southwest (DC Ranch Parcels 1.9 and 1.10). Each Lot owner, by taking title to a Lot acknowledges that Declarant makes no warranties or representations whatsoever that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, that such use will continue in effect, and that Declarant reserves the right to change the uses, densities and zoning of any property in the Development which Declarant owns without the consent of any Lot owner.

b. **Airport.** Each Lot owner, by taking title to a Lot, acknowledges (for such Lot owner and such Lot owner's family members, other occupants, successors and assigns) that: (a) the Tract is in close proximity to the Scottsdale Airport flight path and is located 1 mile or

less from the Scottsdale Airport (the "Airport"), which is currently located generally between Frank Lloyd Wright Boulevard on the north, Pima Road on the east, Thunderbird Road on the south and Scottsdale Road on the west; (b) as of the date hereof, the Airport is operated as a general aviation reliever/commercial service airport for Scottsdale and North Phoenix, used generally for single engine and twin engine airplanes, corporate jets, helicopters and scheduled service turbo prop and jet aircraft; (c) aircraft taking off from and landing at the Airport may fly over the Tract and adjacent properties at altitudes which will vary with meteorological conditions, aircraft type, aircraft performance and pilot proficiency; (d) at the date hereof, the majority of aircraft takeoffs and landings occur daily between 6:00 a.m. and 11:00 p.m., but the Airport is open twenty-four (24) hours each day, so takeoffs and landings may occur at any hour of the day or night; (e) at the date hereof, the number of takeoffs and landings at the Airport average approximately 850 each day, but that number will vary and may increase with time if the number of its operations increases; (f) flights over the Tract or adjacent properties by aircraft taking off from or landing at the Airport may generate noise, the volume, pitch, amount and frequency of occurrence of which will vary depending on a number of factors, including without limitation the altitudes at which the aircraft fly, wind direction and other meteorological conditions and aircraft number and type, and may be affected by future changes in Airport activity; (g) as of the date hereof, management of the Airport has policies in place intended to help reduce or minimize aircraft noise and its influence on owners and occupants of properties in the vicinity of the Airport, but those policies may change over time and in addition other aspects of such policies (including, without limitation, those intended to promote safety) may be given preference over policies relating to limiting noise; and (h) such Lot owner (for such Lot owner and such Lot owner's family members, other occupants, successors and assigns) hereby accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including, without limitation, noise caused by or associated with aircraft flying over the subdivision, tract and adjacent properties), and agrees not to assert or make any claim and hereby waives and releases any claim arising out of or relating to the foregoing against (i) the City of Scottsdale, its officials, directors, commissioners, representatives, agents, servants and employees, (ii) DC Ranch Association, Inc. or DC Ranch Community Council, Inc., (iii) DC Ranch L.L.C., its direct and indirect owners, their respective directors, officers, partners, agents, employees, managers, trustees, and any successors or assigns of any of the foregoing.

15. **Enforcement.** The Community Council may recover from any Lot owner who fails to maintain its Lot or any portion thereof or any adjacent Streetscape Area, Boundary Wall, Common Yard Wall, Party Wall or Common Roof Structure or any portion thereof, as required by any of Paragraphs 6, 7, 8, 11 or 12 above, any and all costs incurred by the Community Council in performing such repair or maintenance on the owner's behalf pursuant to any of said Paragraphs 6, 7, 8, 11 or 12, as applicable. In addition, without limiting any other rights or remedies available to the Community Council, the Community Council may impose a Specific Assessment under the Council Declaration against the owner's property within the Development in the amount of such costs or damages, which assessment shall be immediately due and payable upon delivery of notice of such assessment to the owner. All or any portion of the foregoing rights of the Community Council may be delegated to the Ranch Association pursuant to Section 6.10 of the Council Declaration (provided that any Specific Assessment levied by the Ranch Association in accordance with this paragraph shall be levied pursuant to the Ranch Declaration).

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

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


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

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

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

By: DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, Administrative Member

By: DMB GP, INC., an Arizona corporation, General Partner

By: 
Its: VP

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25th day of August, 2004, by the ~~Byron H. Harrington~~ the Vice President of DMB GP, INC., an Arizona corporation, in its capacity as General Partner of DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as Administrative Member of DC RANCH L.L.C., an Arizona limited liability company, for and on behalf thereof.



Mindy E. Himmel
Notary Public

My Commission Expires
Sept - 7, 2007

EXHIBIT "A"

DC Ranch Parcel 1.12

A parcel of land lying within Section 31, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 31, a found G.L.O. brass cap, from which the Southeast corner of said section, a PK nail bears South 00 degrees 02 minutes 54 seconds East, a distance of 2642.07 feet;

THENCE along the East-West mid-section line of said section, South 89 degrees 57 minutes 56 seconds West, a distance of 1361.88 feet, to the Point of Beginning, and the beginning of a non-tangent curve;

THENCE leaving said East-West mid-section line, Southerly along said curve, having a radius of 2030.00 feet, concave Easterly, whose radius bears North 89 degrees 58 minutes 42 seconds East, through a central angle of 04 degrees 26 minutes 36 seconds, a distance of 157.42 feet, to a point of reverse curvature;

THENCE Southerly along said curve, having a radius of 1970.00 feet, concave Westerly through a central angle of 04 degrees 26 minutes 21 seconds, a distance of 152.63 feet, to the curve's end;

THENCE South 00 degrees 01 minute 32 seconds East, a distance of 201.24 feet, to the beginning of a curve;

THENCE Southerly along said curve, having a radius of 25.00 feet, concave Northwesterly through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 39.27 feet, to the curve's end;

THENCE South 89 degrees 58 minutes 28 seconds West, a distance of 98.18 feet;

THENCE South 88 degrees 20 minutes 16 seconds West, a distance of 154.00 feet;

THENCE North 00 degrees 12 minutes 00 seconds West, a distance of 59.20 feet;

EXHIBIT "A"
(Continued)

THENCE North 06 degrees 56 minutes 46 seconds West, a distance of 199.56 feet;

THENCE North 17 degrees 32 minutes 11 seconds West, a distance of 218.13 feet;

THENCE North 01 degree 19 minutes 39 seconds East, a distance of 371.56 feet;

THENCE North 09 degrees 59 minutes 20 seconds West, a distance of 184.99 feet;

THENCE North 60 degrees 00 minutes 00 seconds East, a distance of 436.66 feet;

THENCE South 00 degrees 01 minute 17 seconds East, a distance of 696.74 feet, to the Point of Beginning.

EXCEPT all coal and other minerals as reserved in the Patent to said land.