



INSTRUCTIONS FOR COMPLETING AND RECORDING A DECLARATION OF NATURAL OPEN SPACE EASEMENT

Many custom home sites within DC Ranch and Silverleaf have Building Envelope area and Natural Open Space (“NOS”) within the lot. NOS functions as a buffer between properties, preserves native vegetation and washes, and creates visual connectivity within the larger desert context. NOS is defined as the area of undisturbed land outside the Building Envelope, in which construction disturbances are not permitted. The original Plot Plan created for each lot shows the original Building Envelope and the original NOS.

Upon application by a custom lot Owner for approval of the design of home, the Covenant Commission (“Commission”) may approve a final Building Envelope which may be a modification of the original envelope. The conditions for the Commission’s approval of a design of a custom home include the requirement that the lot Owner execute, record, and submit to the Commission a Declaration of Natural Open Space Easement (“NOS Declaration”) in a form determined by the Commission. The custom lot Owner is responsible, at such Owner’s sole expense, for preparing a site plan exhibit of the approved building envelope in recordable form for attachment to such NOS Declaration.

Because there is NOS associated with this home site, we are required to have a recorded NOS Declaration on file. Typically, the NOS Declaration and "Exhibit A" are prepared and recorded by the original Architect, designer or Civil Engineer for the home during the final design of the home. All pages of the form are then given to the Builder, who submits it as part of the information he is required to submit at the Preconstruction meeting.

The NOS Declaration form is attached for your use. Instructions for its completion are as follows:

1. Complete the Cover Sheet and pages NOS.1, NOS.2 (except the signatures) and the top of NOS.3. The form is computer-fillable, except the signature and Exhibit A areas.
2. In the presence of a Notary Public, the Owner(s) sign page NOS.2.
3. Request from the Architect, designer or Civil Engineer a site plan of the original and approved Building Envelopes to be inserted into the blank space on page NOS.3 of the form (“Exhibit A”). *The Exhibit must include all of the information listed above the Exhibit A space on page NOS.3.* The final approved Civil Plan can be obtained from the Commission offices.

4. Before recording, have the Commission staff review Exhibit A to assure that the correct area and envelope is drawn.
5. The following pages must be included when the document is recorded:
 - a. Cover Sheet (with blanks filled in)
 - b. NOS.1
 - c. NOS.2
 - d. NOS.3 -- including the Exhibit A drawing
6. Take all of the above pages to the Maricopa County Recorder's Office for recording. Be prepared to pay a small fee for this service. The address is as follows:

Maricopa County Recorder's Office
111 S. Third Avenue
Phoenix, AZ 85003
602-506-3535
Hours: Monday through Friday, 8 a.m. – 5 p.m.

6. Mail or bring the notarized, recorded form to:

DC Ranch Covenant Commission
20551 N. Pima Road, Suite 180
Scottsdale, AZ 85255

If you have any questions, please do not hesitate to contact the DC Ranch Covenant Commission office at 480-563-3284.

WHEN RECORDED, MAIL TO:

DC RANCH COVENANT COMMISSION
20551 N. Pima Road, Suite 180
Scottsdale, AZ 85255

This area reserved for County Recorder

CAPTION HEADING:

Declaration of Natural Open Space Easement

Parcel _____, Lot _____

DO NOT REMOVE

This page is part of the official document.

WHEN RECORDED, RETURN TO:

DC Ranch Covenant Commission
20551 North Pima Road
Suite #180
Scottsdale, Arizona 85255

**DECLARATION OF
NATURAL OPEN SPACE EASEMENT**

(Parcel Number _____, Lot Number _____)

THIS DECLARATION OF NATURAL OPEN SPACE EASEMENT (“Declaration”) is made this _____ day of _____, 20____ by _____ (“Grantor”), in favor of THE COVENANT COMMISSION, INC., an Arizona non-profit corporation (the “Covenant Commission”), and DC RANCH COMMUNITY COUNCIL, INC., an Arizona non-profit corporation (the “Community Council”) (collectively, the Covenant Commission and the Community Council are hereinafter referred to as “Grantee”).

RECITALS

A. Grantor is the owner of that certain real property described on Exhibit “A” attached hereto (the “Easement Premises”).

B. Grantor has agreed to grant to Grantee certain easement rights for the purpose of preserving the Easement Premises as natural open space, pursuant to Schedule G of the First Amendment to Development Agreement recorded as Document No. 95-0425859 in the official records of Maricopa County, Arizona, pursuant to the terms and conditions more particularly hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor declares as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an easement over the Easement Premises for the purpose of preserving the Easement Premises as natural open space (“NOS”).

2. Maintenance of Easement Premises. Grantor shall maintain and preserve the Easement Premises hereby designated as NOS as natural desert open space which shall include only undisturbed natural desert areas or areas revegetated as natural desert open space in accordance with the Community-Wide Standard (as defined in the DC Ranch Community Council Declaration of Covenants and Easements as recorded in the official records of Maricopa County, Arizona, on July 16, 1999, as Document No. 99-0673268) and all other standards set forth in all applicable private governance documents and in accordance with all applicable City of Scottsdale standards. This obligation of maintenance shall expressly include the obligation of Grantor to remove trash and foreign

**THE
COVENANT COMMISSION**

NOS.2

debris from the Easement Premises. If Grantor fails to so maintain the Easement Premises, then the Community Council, or its assignee, shall have the right to enter upon the Easement Premises to perform such maintenance and may recover from Grantor any and all costs incurred by the Community Council, or its assignee, in performing such maintenance on Grantor's behalf.

3. Running of Benefits and Burdens. All provisions of this instrument run with the land and are binding upon the successors and assigns of Grantor. The benefits of this Agreement run solely in favor of Grantee and this instrument may solely be enforced by Grantee. There are no beneficial rights or rights of enforcement of this instrument in favor of any third party.

4. Grantor's Use of Easement Premises. Grantor shall have the right to use the Easement Premises in any manner so long as such use is not inconsistent with, and does not interfere with, Grantee's uninterrupted enjoyment of the easement granted by this Declaration; provided, however, that no construction of any improvements shall be permitted in any portion of the Easement Premises, except as may be approved by both the Covenant Commission and the City of Scottsdale.

5. Term of Easement. The easement granted pursuant to this Declaration of Natural Open Space Easement shall be perpetual.

DATED: _____, 20_____.

GRANTOR:

Lot Number _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____
and _____.

Notary Public: _____ Printed Name: _____

My Commission Expires: _____

THE
COVENANT COMMISSION **NOS.3**
Exhibit "A" to Declaration of Natural Open Space Easement

Lot No.: _____

Date: _____

ORIGINAL PROPOSED LOT DATA

LOT DATA PROVIDED

Original Proposed Envelope Area: _____ s.f.

Revised Envelope Area: _____ s.f.

Original Open Space Area: _____ s.f.

Revised Open Space Area: _____ s.f.

Total Lot Area: _____ s.f.

Total Lot Area: _____ s.f.

NOTE: In the space below, include a dimensioned, scaled site plan in recordable form showing the house footprint, original building envelope, revised building envelope and enclosed wall areas.