





BEGINNING at the Southeast corner of said Section 2; thence along the Southerly line of the Southeast one quarter of said Section 2 North 89 degrees 25 minutes 37 seconds West, 1284.17 feet; thence leaving said Southerly line North 39 degrees 19 minutes 00 seconds West, 924.01 feet; thence North 21 degrees 39 minutes 00 seconds East, 68.00 feet; thence North 54 degrees 06 minutes 00 seconds East, 259.00 feet; thence North 87 degrees 25 minutes 00 seconds East 289.00 feet; thence North 67 degrees 26 minutes 00 seconds East, 83.00 feet; thence North 32 degrees 30 minutes 00 seconds East, 1513.00 feet; thence South 86 degrees 18 minutes 00 seconds East, 171.00 feet; thence North 11 degrees 29 minutes 00 seconds East, 387.00 feet; thence North 46 degrees 24 minutes 00 seconds East, 330.48 feet to a point in a non-tangent curve concave Southwesterly and having a radius of 1200.00 feet, a radial to said point bears South 38 degrees 04 minutes 23 seconds West; thence Southeasterly along said curve through a central angle of 4 degrees 43 minutes 15 seconds an arc distance of 98.87 feet; thence tangent to said curve South 47 degrees 12 minutes 22 seconds East, 756.97 feet to the beginning of a non-tangent curve concave Southeasterly and having a radius of 2500.00 feet, to which said last mentioned course is normal; thence Southwesterly along said curve through a central angle of 43 degrees 12 minutes 33 seconds an arc distance of 1885.36 feet; thence tangent to said curve South 0 degrees 24 minutes 55 seconds East, 564.95 feet to the POINT OF BEGINNING.

Parcel No. 3: That portion of Section 1, Township 2 North, Range 4 East, together with a portion of the Southeast one quarter of Section 36, Township 3 North, Range 4 East, both of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, described as a whole as follows:

BEGINNING at the Southwest corner of said Section 1; thence North 0 degrees 24 minutes 55 seconds West, 564.95 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 2500.00 feet; thence Northeasterly along said curve through a central angle of 43 degrees 12 minutes 33 seconds an arc distance of 1885.36 feet to a point hereinafter referred to as Point "A"; thence tangent to said curve North 42 degrees 47 minutes 38 seconds East, 2538.20 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 2500.00 feet; thence Northeasterly along said curve through a central angle of 41 degrees 36 minutes 04 seconds an arc distance of 1815.19 feet to a point hereinafter referred to as Point "B"; thence radial to said curve South 88 degrees 48 minutes 26 seconds East, 99.22 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1500.00 feet; thence Southeasterly along said curve through a central angle of 17 degrees 40 minutes 06 seconds an arc

distance of 462.56 feet; thence tangent to said curve South 71 degrees 08 minutes 20 seconds East, 1131.79 feet to the beginning of a tangent curve concave Northeastly and having a radius of 1500.00 feet; thence Southeasterly along said curve through a central angle of 18 degrees 38 minutes 47 seconds an arc distance of 488.16 feet; thence tangent to said curve South 89 degrees 47 minutes 07 seconds East, a distance of 100.80 feet to the Northeast corner of said Section 1; thence along the Easterly line of the Northeast one quarter of said Section 1, South 0 degrees 12 minutes 53 seconds West, 2644.78 feet to the Southeast corner of the Northeast one quarter of said Section 1; thence along the Southerly line of the Northeast one quarter of said Section 1, North 89 degrees 53 minutes 52 seconds West, 2631.68 feet to the Northeast corner of the Southwest one quarter of said Section 1; thence along the Easterly line of said Southwest one quarter, South 0 degrees 01 minutes 21 seconds East, 2644.81 feet to the Southeast corner of said Southwest one quarter; thence along the Southerly line of said Southwest one quarter, North 89 degrees 28 minutes 59 seconds West, 2614.20 feet to the POINT OF BEGINNING.

Exception No. 1 to Parcel No. 3: The South 33.00 feet of said Southwest one quarter and the East 33.00 feet of said Northeast one quarter, as shown on map recorded in Book 4 of Maps, Page 9, in the office of the County Recorder of said County.

Exception No. 2 to Parcel No. 3: COMMENCING at a point hereinbefore referred to as Point "A"; thence South 47 degrees 12 minutes 22 seconds East, 305.00 feet to the TRUE POINT OF BEGINNING of this description; thence South 42 degrees 47 minutes 38 seconds West, 115.00 feet to the beginning of a tangent curve concave Easterly and having a radius of 300.00 feet; thence Southerly along said curve through a central angle of 55 degrees 13 minutes 09 seconds an arc distance of 289.13 feet; thence tangent to said curve South 12 degrees 25 minutes 31 seconds East, 189.32 feet; thence North 77 degrees 34 minutes 29 seconds East, 30.00 feet; thence North 86 degrees 41 minutes 41 seconds East, 358.40 feet; thence North 42 degrees 47 minutes 38 seconds East, 974.82 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 90.00 feet; thence Northeastly along said curve through a central angle of 53 degrees 24 minutes 53 seconds an arc distance of 83.90 feet; thence tangent to said curve North 10 degrees 37 minutes 15 seconds West, 108.83 feet; thence South 79 degrees 22 minutes 45 seconds West, 526.00 feet; thence North 10 degrees 37 minutes 15 seconds West, 263.72 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 250.00 feet; thence Northeastly along said

curve through a central angle of 20 degrees 44 minutes 22 seconds an arc distance of 90.49 feet; thence radial to said curve North 79 degrees 52 minutes 53 seconds West, 94.52 feet; thence North 47 degrees 12 minutes 22 seconds West, 65.00 feet to a point in that certain course hereinbefore mentioned as having a bearing of North 42 degrees 47 minutes 38 seconds East, and a distance of 2538.20 feet; thence along said last mentioned certain course South 42 degrees 47 minutes 38 seconds West, 480.00 feet; thence South 47 degrees 12 minutes 22 seconds East, 305.00 feet to a line parallel with and distant 305.00 feet Southeasterly, measured at right angles to that certain course hereinbefore mentioned as having a bearing of North 42 degrees 47 minutes 38 seconds East and a distance of 2538.20 feet; thence along said parallel line South 42 degrees 47 minutes 38 seconds West, 195.00 feet to the TRUE POINT OF BEGINNING.

Exception No. 3 to Parcel No. 3: BEGINNING at a point hereinbefore mentioned as being Point "B"; thence South 88 degrees 48 minutes 26 seconds East, 99.22 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1500.00 feet; thence Southeasterly along said curve through a central angle of 17 degrees 40 minutes 06 seconds an arc distance of 462.56 feet; thence tangent to said curve South 71 degrees 08 minutes 20 seconds East, 1131.79 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 1500.00 feet; thence Southeasterly along said curve through a central angle of 18 degrees 38 minutes 47 seconds an arc distance of 488.16 feet; thence tangent to said curve South 89 degrees 47 minutes 07 seconds East, 100.80 feet to the North-east corner of said Section 1; thence along the Easterly line of the Northeast one quarter of said Section 1 South 0 degrees 12 minutes 53 seconds West, 835.00 feet; thence leaving said Easterly line North 89 degrees 47 minutes 07 seconds West, 100.80 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 2335.00 feet; thence Northwesterly along said curve through a central angle of 18 degrees 38 minutes 47 seconds an arc distance of 759.90 feet; thence tangent to said curve North 71 degrees 08 minutes 20 seconds West, 1498.78 feet; thence North 71 degrees 41 minutes 21 seconds West, 65.00 feet to a point in that certain curve hereinbefore mentioned as being concave Northwesterly and having a radius of 2500.00 feet, to which said last mentioned course is normal; thence Northeasterly along said certain curve through a central angle of 17 degrees 07 minutes 05 seconds an arc distance of 746.92 feet to the POINT OF BEGINNING.

together with such additional property as may, by reference hereto in a deed of conveyance or by a Supplemental Declaration

of Restrictions, be subjected to this Declaration of Restrictions, all of which said property is hereinafter termed "the Property."

NOW, THEREFORE, KAISER AETNA, a partnership, hereby declares:

ARTICLE I

DEFINITIONS

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

- A. "Association" shall mean, severally, McCormick Ranch Property Owners' Association, Inc., and any Subsidiary Association having jurisdiction over the Property.
- B. "Declaration of Covenants" shall mean the afore-said Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements.
- C. "Dwelling Unit" shall mean any portion of a building designed and used for single family residential purposes, excluding, however, hotel or transient apartments. Rental or occupancy for any period less than thirty (30) days, or any rental if the occupants are provided customary hotel services such as, by way of example only, room service for food and beverages, maid service, furnishing of laundry and linen and bellboy service, shall be deemed to constitute hotel or transient use.
- D. "Property" shall mean the real property hereinabove specifically described and such additional real property within McCormick Ranch as is hereafter conveyed subject to this Declaration of Restrictions or rendered subject to this Declaration of Restrictions by a Supplemental Declaration of Restrictions, together with the Permanent Improvements thereon.

E. "Residential Lot" shall mean any Lot which is zoned or used for residential purposes.

F. Except as hereinbefore otherwise provided, or unless inconsistent with the context hereof, the words, phrases or terms defined in Article I of the aforesaid Declaration of Covenants shall have the meanings attributed to them therein, but with regard to the Property herein.

ARTICLE II

USE RESTRICTIONS

Section 1. All Properties. All Lots within the Property are hereby restricted as follows:

a. Antennas. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot without prior written approval and authorization of the Association.

b. On Street Parking. On street parking is restricted to approved deliveries, pickup or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Association.

c. Storage. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Association. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, dwelling units, pathways and streets. This provision shall apply without limitation, to wood-piles, camping trailers, boat trailers, travel trailers, boats, mobile homes and unmounted pickup camper units.

Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval and authorization of the Association.

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

e. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior written approval and authorization of the Association.

f. Outside Lighting. No outside lighting, other than indirect lighting, shall be placed, allowed or maintained on any Lot without prior written approval and authorization of the Association.

g. Animals. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of and in accordance with rules and regulations promulgated by the Association, provided, however, that dogs, cats, birds or fish may be kept thereon as household pets so long as, in the discretion

of the Association, such pet is not, or does not become, a nuisance, threat or otherwise objectionable to other Owners.

h. Re-subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Association.

i. Diseases and Insects. No owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

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

k. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation heating, air conditioning or refrigeration equipment and clotheslines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval and authorization of the Association in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, dwelling units, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to

architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

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

m. Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

n. Signs. No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior approval and authorization of the Association, except that mailboxes, residential nameplates and "for sale" and "for rent" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Association.

o. Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation motor

vehicles, shall be made upon any portion of any Lot within view of neighboring property, dwelling units, pathways and streets, without prior written approval and authorization of the Association.

P. Oil and Mineral Activity. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Q. Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization and approval of the Association.

R. Misuse and Mismaintenance. No Lot shall be maintained or utilized in such manner as to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Property; and no noxious or otherwise offensive condition or activity shall be allowed to exist or conducted thereon.

S. Violation of Statutes, Ordinances and Regulations. No lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa, the City of Scottsdale, or any

contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

ARTICLE III

MISCELLANEOUS

Section 1. Association. The Association, as the agent and representative of the Owners of the Property, shall have the primary right to enforce the restrictions set forth in this Declaration; and, except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary, by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and properties benefited or bound by the restrictions herein. In granting authorization or approval for variances from the restrictions set forth herein, and otherwise, the Association shall have the power to promulgate written rules and regulations and to make reasonable classification of the property on the basis of intended use, actual use, location, density and the overall plan for development of McCormick Ranch. The Association shall have, and each Lot and Dwelling Unit shall be subject to, reasonable rights of entry and inspection for the purpose of determining compliance or verifying non-compliance with these restrictions.

Section 2. Relation to Architectural Control.

Nothing contained in this Declaration of Restrictions is intended to limit the nature or extent of architectural control reserved to any person or entity by any other document or instrument of record with reference to the Property, or to waive or to suggest standards with reference to the requirements thereof.

Section 3. Amendments. This Declaration of Restrictions may be amended only in accordance with the procedure set forth in the aforesaid Declaration of Covenants by the Voting Owners, as defined therein, of the Property herein. The voting rights of Declarant and the other Voting Owners shall be determined in accordance with the formula set forth therein insofar as the same pertains to the Property herein. No such amendment shall be voted upon or effective, without the prior written approval of the Association.

Section 4. Waivers and Permissions. Any waiver of, or permission for variance from, any restriction granted by the Association must be in writing to be effective; and no such waiver or permission shall constitute a general waiver with reference to other or different occasions, Lots or activities.

Section 5. Term. These restrictions shall be binding upon the Property and each Owner thereof from the date hereof until December 31, 2021; and they shall thereafter be automatically renewed unless revoked by the Owners of the Property herein in the same manner as is provided for termination of the aforesaid Declaration of Covenants.

Section 6. 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.

Section 7. Rule Against Perpetuities. If any interest purported to be created by this Declaration of Restrictions is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 8. Change of Circumstances. Except as otherwise expressly provided in this Declaration of Restrictions, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions hereof.

Section 9. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration of Restrictions, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions hereof.

Section 10. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration of Restrictions notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the

office of the County Recorder of Maricopa County, Arizona, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subject to this Declaration of Restrictions, or that any such land (whether or not it has been subjected to this Declaration of Restrictions) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Section 11. References to the Restrictions in Deeds.

Deeds to any Lot or any part of the Property may contain the Restrictions herein set forth by reference to this Declaration of Restrictions; but regardless of whether any such reference is made in any Deed, each and all of the Restrictions shall be binding upon the grantee-Owner and his heirs, executors, administrators, successors and assigns.

Section 12. Successors and Assigns of Declarant. Any reference in this Declaration of Restrictions to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 13. Gender and Number. Wherever the context of this Declaration of Restrictions so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 14. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration of Restrictions are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

IN WITNESS WHEREOF, KAISER AETNA, a partnership, has hereunto caused its name to be signed and the same to be attested by the signatures of its duly authorized officials as of the day and year first above written.

KAISER AETNA, a partnership,



By Robert F. Burtner Esq.  
General Manager, McCannick South

Attest:

By \_\_\_\_\_

STATE OF ARIZONA )  
 )  
County of Maricopa )

ss:

On this the 28<sup>th</sup> day of December, 1971,  
before me the undersigned Notary Public, personally appeared  
Richard F. Downinghouse and Richard F. Downinghouse, who  
acknowledged themselves to be the General Manager and and  
respectively, of KAISER AETNA, a  
partnership, and that they as such officers, being duly authorized  
so to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by themselves as  
such officers.

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

D. L. R. [Signature]  
Notary Public

MY Commission Expires:

9-13-75

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the with-  
in instrument was filed and re-  
corded at request of

**PIONEER NATIONAL TITLE INS. CO.**

**DEC 29 9 14 8 00 AM**

in Docket

on page 757-775

Witness my hand and official  
seal the day and year aforesaid.

*Paul M. [Signature]*

County Recorder

By [Signature]  
County Recorder

7<sup>00</sup>

When recorded return to:

UNIT 1431611358

MC CORMICK RANCH - (C/O)

106276

8233 Via Paseo del Norte, #F100 • Scottsdale, AZ 85258

CERTIFICATE OF AMENDMENT TO DECLARATION OF RESTRICTIONS

FROM PAGE

The undersigned President and Secretary of the McCormick Ranch Property Owners' Association, Inc., an Arizona nonprofit corporation, hereby certify as follows:

- Attached hereto and incorporated herein by this reference is an amendment to the Declaration of Restrictions which was recorded in the office of the County Recorder of Maricopa County, Arizona on Sept. 1, 1977 in Docket 12411 at page 861-312 (hereinafter termed the Declaration); and
- Said amendment to Declaration was duly adopted at an election duly called and held pursuant to the provisions of Article III, Section 3 of the Declaration, at which time the voting owners, casting eighty percent (80%) of the votes at the election, voted affirmatively for the adoption of the amendment.

DATED this, 27th day of February, 1980

MCCORMICK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By [Signature]  
Donald F. Louser, President



Attest:

By [Signature]  
T. Neal Burton, Secretary  
STATE OF ARIZONA )  
County of Maricopa ) ss:

This instrument was acknowledged before me this 27th day of February, 1980 by Donald F. Louser as President and T. Neal Burton as Secretary of MCCORMICK RANCH PROPERTY OWNERS' ASSOCIATION, INC., an Arizona corporation, on behalf of the corporation.

[Signature]  
Notary Public

My commission expires:  
Sept. 13, 1983

Interval ownership of residential lots is prohibited except on lots zoned for resorts. As used herein, the term "Interval Ownership" means any of the following forms of time-sharing ownership:

- (i) The conveyance of any real estate in connection with a sales program using the term time-sharing and/or Interval Ownership;
- (ii) Any conveyance, lease, license, membership or agreement whereby or whereunder several or more entities or family units, any one of whom has the right to use and/or possess any single residential unit for a period of one month or less, whether or not the party is an owner, tenant or licensee;
- (iii) Any ownership of any single residential unit by two or more persons or entities using the furniture and/or other furnishings in common with the other or others, and each paying an agreed-upon fee to a common management person, persons or company for the care and upkeep of such furnishings in addition to the original purchase price of a unit of sale;
- (iv) Any ownership of any single residential unit by two or more persons or entities in conjunction with a planned resort agreement, nationally or internationally for trade of use and/or occupancy;
- (v) The use and occupancy of any single residential unit by more than several family units or entities within any twelve-month period on a pre-planned and agreed-upon use agreement;
- (vi) Any rental or occupancy of any residential unit for a period of less than thirty days, if the occupants are provided customary hotel services daily, weekly or monthly, such as, by way of example only, room service for food and beverages, maid or cleaning service, or furnishing of laundry and linen or bellboy services.