

When recorded return to:
Tatum Ranch Community Association
29811 N. Tatum Boulevard
Cave Creek, AZ 85331
Attention: Sean Bodkin



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-1192181 08/27/03 11:56
1 OF 1

PALUN80A

**SIXTH CERTIFICATE OF AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TATUM RANCH**

THIS SIXTH CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH (this "Certificate of Amendment") is made as of this 28th day of August, 2003, by TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Association").

RECITALS:

A. Suncor Development Partners, an Arizona general partnership, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions, dated February 19, 1988, and recorded as Instrument No. 88-090390, Official Records of Maricopa County, Arizona (the "Original Declaration"). Thereafter, Declarant amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16, 1988, and recorded as Instrument No. 88-239882, Official Records of Maricopa County, Arizona (the "First Amendment to Original Declaration"). Thereafter, Declarant appointed Suncor Development Company as successor Declarant ("Successor Declarant") as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as Instrument No. 88-602338, Official Records of Maricopa County, Arizona. Thereafter, Successor Declarant caused the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as Instrument No. 88-625068, Official Records of Maricopa County, Arizona (the "Amended and Restated Declaration"). Thereafter, Successor Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as Instrument No. 98-0845209 (the "First Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, pursuant to the terms of a Second Certificate of Amendment to Amended and Restated Declaration for Tatum Ranch, dated December 20, 2000, and recorded as Instrument Number 2001-005626 (the "Second Certificate of Amendment to Amended and Restated Declaration"). Thereafter, Successor Declarant amended the Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration, the Second Certificate of Amendment to Amended and Restated Declaration, pursuant to the terms

of a Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated March 1, 2001, and recorded as Instrument Number 2001-0160158 (the "Third Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration, the Second Certificate of Amendment to Amended and Restated Declaration, and the Third Amendment to Amended and Restated Declaration pursuant to the terms of a Fourth Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch (the "Fourth Certificate of Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration, the Second Certificate of Amendment to Amended and Restated Declaration, the Third Amendment to Amended and Restated Declaration, and the Fourth Certificate of Amendment to Amended and Restated Declaration, pursuant to the terms of Fifth Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch (the "Fifth Certificate of Amendment to Amended and Restated Declaration"). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration, and the Second Certificate of Amendment to Amended and Restated Declaration, the Third Amendment to Amended and Restated Declaration, the Fourth Certificate to Amended and Restated Declaration, and the Fifth Certificate to Amended and Restated Declaration shall be referred to herein collectively as the "Declaration".

B. Pursuant to the terms of Article XIII, Section 2 of the Declaration, the Declaration may be amended if members casting seventy-five percent (75%) of the authorized votes vote in favor of the amendment at an election held for such purpose.

C. Pursuant to the terms of Article XIII, Section 2 of the Declaration, if the necessary votes and approvals are obtained for the amendment to the Declaration, the Board of Directors of the Association may record with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed by the President or Vice-President and attested by the Secretary of Assistant Secretary of the Association, with their signatures acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held for such purpose pursuant to the Articles and Bylaws of the Association, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment.

D. The necessary votes for an amendment of the Declaration pursuant to the terms of this Certificate of Amendment have been obtained in accordance with the terms of Article XIII, Section 2 of the Declaration and the Association desires to amend the Declaration pursuant to the terms and conditions of this Certificate of Amendment.

NOW, THEREFORE, pursuant to the foregoing recitals, which are incorporated herein by this reference, and in consideration of the mutual agreements set forth herein it is understood and agreed as follows:

1. Amendment of Declaration. Exhibit A to the Amended and Restated

Declaration, being a legal description of Tatum Ranch and Annexable Property, is hereby modified and supplemented to included as Annexable Property that certain real property legally described in Schedule A attached hereto and incorporated herein by this reference, which property shall be referred to hereinafter as "Tract O".

2. Certification This shall certify that at an election duly called pursuant to the Articles and Bylaws of the Association and held for the purpose of amending the Declaration pursuant to the terms of this Certificate of Amendment, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of this amendment.

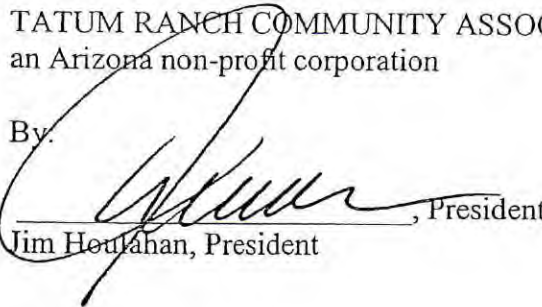
3. Definitions For the purposes of this Certificate of Amendment, unless otherwise defined herein, all terms used herein, including but not limited to, those terms used above, shall have the respective meanings assigned to such terms in the Declaration.

4. Effect of this Certificate of Amendment. Except as modified by this Certificate of Amendment, the Declaration is hereby specifically ratified, restated and confirmed as of the day and year first written above. To the extent of conflict between the terms of this Certificate of Amendment and the Declaration, the terms of this Certificate of Amendment shall control. The Declaration and this Certificate of Amendment shall be read and construed as one agreement.

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment through its representatives duly authorized to execute this Certificate of Amendment and bind such entity to the terms and obligations herein contained on the day and year first written above.

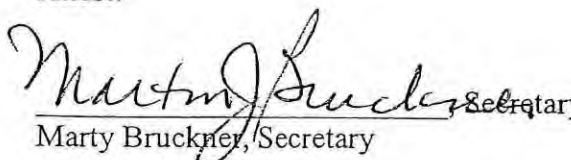
TATUM RANCH COMMUNITY ASSOCIATION,
an Arizona non-profit corporation

By:


Jim Houlihan, President

, President

Attest:


Marty Bruckner, Secretary

Secretary

STATE OF ARIZONA

County of Maricopa

This instrument is acknowledged before me this 27th day of August, 2003,
by James Houlahan and Martin Bruckner, the
President and Secretary, respectively, of Tatum Ranch Community Association, an Arizona non-
profit corporation, on behalf of the corporation.

Patricia A. Labrie
Notary Public

My commission expires: July 14, 2004



Notary Public State of Arizona
Maricopa County
Patricia A. Labrie
Expires July 14, 2004

SCHEDULE A

LEGAL DESCRIPTION OF TRACT O

PARCEL NO. 1:

The East half of the North half of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 29, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 2:

The West half of the North half of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 29, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 3:

A permanent easement for roadway purposes and general utilities over the East 25 feet of the West half of the East half of the Northwest quarter of Section 29, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 300 feet thereof; and

Over the West 25 feet of the East half of the East half of the Northwest quarter of Section 29, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 300 feet thereof; and

EXCEPT the West half of the North half of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 29, Township 5 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

When recorded return to:
Tatum Ranch Community Association
29811 N. Tatum Boulevard
Cave Creek, AZ 85331
Attention: Sean Bodkin

**TRACT DECLARATION FOR TRACT O
OF TATUM RANCH**

THIS TRACT DECLARATION FOR TRACT O OF TATUM RANCH ("Tract Declaration") is made as of this 28TH day of AUGUST, 2003, by TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Association").

RECITALS:

A. Suncor Development Partners, an Arizona general partnership, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions, dated February 19, 1988, and recorded as Instrument No. 88-090390, Official Records of Maricopa County, Arizona (the "Original Declaration"). Thereafter, Declarant amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16, 1988, and recorded as Instrument No. 88-239882, Official Records of Maricopa County, Arizona (the "First Amendment to Original Declaration"). Thereafter, Declarant appointed Suncor Development Company as successor Declarant ("Successor Declarant") as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as Instrument No. 88-602338, Official Records of Maricopa County, Arizona. Thereafter, Successor Declarant caused the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as Instrument No. 88-625068, Official Records of Maricopa County, Arizona (the "Amended and Restated Declaration"). Thereafter, Successor Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as Instrument No. 98-0845209 (the "First Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, pursuant to the terms of a Second Certificate of Amendment to Amended and Restated Declaration for Tatum Ranch, dated December 20, 2000, and recorded as Instrument Number 2001-005626 (the "Second Certificate of Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration and also the First Amendment to Amended and Restated Declaration and the Second Certificate of Amendment to Amended and Restated Declaration, pursuant to the terms of a Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated March 1, 2001, and recorded as Instrument Number 2001-0160158 (the "Third Amendment to Amended and Restated Declaration"). Thereafter, Successor Declarant amended the Amended and Restated Declaration, as amended by the First Amendment

to Amended and Restated Declarations the Second Certificate of Amendment to Amended and Restated Declaration and the Third Amendment to Amended and Restated Declaration pursuant to the terms of a Fourth Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch (the "Fourth Certificate of Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration, as amended by the First Amendment to the Amended and Restated Declaration, and the Second Certificate of Amendment to Amended and Restated Declaration, the Third Amendment to Amended and Restated Declaration, the Fourth Certificate of Amendment to Amended and Restated Declaration, the Fifth Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch (the "Fifth Certificate of Amendment to Amended and Restated Declaration"), and the Sixth Certificate of Amendment to Amended and Restated Declaration of Covenant, Conditions and Restrictions for Tatum Ranch (the "Sixth Certificate of Amendment to Amended and Restated Declaration"). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration and the Second Certificate of Amendment to Amended and Restated Declaration and the Third Amendment to Amended and Restated Declaration and the Fourth Certificate to Amended and Restated Declaration, the Fifth Certificate to Amended and Restated Declaration and the Sixth Certificate to Amended and Restated Declaration shall be referred to herein collectively as the "Declaration".

B. All of Tatum Ranch, being the real property legally described in Exhibit A attached hereto, is subject to the Declaration.

C. Pursuant to the terms of Article XIV of the Declaration, the Association has the right to expand Tatum Ranch, without the consent of any Owner, mortgagee or any other party with an interest in Tatum Ranch, by annexing all of any portion of the Annexable Property, which annexation shall be accomplished by recording with the County Recorder of Maricopa County, Arizona, a tract declaration which includes the legal description of the Annexable Property being annexed, which subjects the annexed property to the Declaration, and which establishes the Land Use Classification of the annexed property.

D. Pursuant to the Sixth Certificate of Amendment to Amended and Restated Declaration, Tract O, being the real property legally described in Exhibit B attached hereto, is Annexable Property.

E. In accordance with the terms of Article XIV of the Declaration, the Association desires to annex Tract O into Tatum Ranch pursuant to the terms and conditions of this Tract Declaration.

NOW, THEREFORE, pursuant to the foregoing recitals, which are incorporated herein by this reference, and in accordance with the Declaration identified above, the Association hereby declares:

1. Definitions. For the purposes of this Tract Declaration, unless otherwise defined herein, the terms used in this Tract Declaration shall have the same meaning as stated in the Declaration.

2. The Tract. This Tract Declaration applies only to and shall govern the future development of that certain Tract O defined above.

3. Annexation. Tract O is hereby annexed into Tatum Ranch and made subject to the Declaration, effective upon the recording of this Tract Declaration, duly signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged, in the Official Records of Maricopa County, Arizona. Upon annexation, Tract O shall be subject to the Declaration and each Owner of real property in Tract O shall have all of the rights and obligations of a Member of the Association as provided in the Declaration.

4. Land Use Classification. Tract O is hereby classified as and shall be developed only in accordance with the following land use classifications, as the same are defined in the Declaration: Single Family Residential Use and Association Use.


5. Plat Approval. The Association hereby ratifies and approves that certain map or plat applying to Tract O identified as "Final Subdivision Plat Dessert Willow Estate," in substantially the same form as attached hereto as Exhibit C, which plat provides for 18 lots zoned R1-8 in the City of Phoenix, Maricopa County, Arizona.

6. Interpretation. This Tract Declaration shall be considered an integral part of the Declaration and shall be construed with the Declaration as if the provisions hereof were set forth within the Declaration. The Declaration and this Tract Declaration shall be read and construed as one agreement.

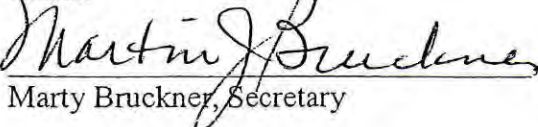
IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment through its representatives duly authorized to execute this Certificate of Amendment and bind such entity to the terms and obligations herein contained on the day and year first written above.

TATUM RANCH COMMUNITY ASSOCIATION,
an Arizona non-profit corporation

By:

 , President
Jim Houlihan, President

Attest:

 , Secretary
Marty Bruckner, Secretary

STATE OF ARIZONA

County of Maricopa

This instrument is acknowledged before me this 27th day of August, 2003,
by James Houlahan and Martin Bruckner, the
President and Secretary, respectively, of Tatum Ranch Community Association, an Arizona non-
profit corporation, on behalf of the corporation.

Patricia A. Labrie
Notary Public

My commission expires: July 14, 2004



Notary Public State of Arizona
Maricopa County
Patricia A. Labrie
Expires July 14, 2004

88 625061

August 9, 1988

DESCRIPTION

TATUM RANCH
BOUNDARY

That part of Sections 19, 20, 29 and 30, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest Corner of said Section 19;

Thence, South $89^{\circ}58'33''$ East, along the North line of said Section 19, a distance of 2643.92 feet to the North Quarter Corner of said Section 19;

Thence, South $89^{\circ}59'40''$ East, along the North line of said Section 19, a distance of 2647.55 feet to the Northeast Corner of said Section 19;

Thence, South $00^{\circ}13'55''$ West, along the East line of said Section 19, a distance of 2643.03 feet to the East Quarter Corner of said Section 19, said Corner also being the West Quarter Corner of said Section 20;

Thence, South $89^{\circ}44'51''$ East, along the East-West Mid-section line of said Section 20, a distance of 2655.32 feet to the Center of said Section 20;

Thence, South $00^{\circ}16'40''$ West, along the North-South Mid-section line of said Section 20, a distance of 2642.16 feet to the South Quarter Corner of said Section 20, said Corner also being the North Quarter Corner of said Section 29;

Thence, South $00^{\circ}16'30''$ West, along the North-South Mid-section line of said Section 29, a distance of 1983.71 feet to the North line of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 29;

Thence, North $89^{\circ}49'26''$ West, along said North line, 664.13 feet to the West line of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 29;

Thence, South $00^{\circ}19'02''$ West, along said West line, 330.66 feet to the South line of the North Half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 29;

Thence, South $89^{\circ}49'51''$ East, along said South line, 664.38 feet to the North-South Mid-section line of said Section 29;

Thence, South $00^{\circ}16'30''$ West, along said Mid-section line, 328.15 feet to the Center of said Section 29;



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Thence, North 89°54'25" West, along the East-West Mid-section line of said Section 29, a distance of 1326.43 feet to the West line of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, South 00°18'33" West, along said West line, 330.88 feet to the North line of the South Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, South 89°47'37" East, along said North line, 662.88 feet to the East line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, South 00°33'58" West, along said East line, 329.08 feet to the South line of the North Half of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, South 89°48'22" East, along said South line, 664.78 feet to the North-South Mid-section line of said Section 29;

Thence, South 00°19'47" West, along said Mid-section line, 1320.32 feet to the South line of the North Half of the South Half of the Southwest Quarter of said Section 29;

Thence, North 89°49'51" West, along said South line, 994.23 feet to the East line of the West Half of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 29;

Thence, North 00°19'35" East, along said East line, 330.22 feet to the South line of the North Half of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 29;

Thence, North 89°50'52" West, along said South line, 331.41 feet to the West line of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 29;

Thence, South 00°19'31" West, along said West line, 330.12 feet to the South line of the North Half of the South Half of the Southwest Quarter of said Section 29;

Thence, North 89°49'51" West, along said South line, 1325.63 feet to the West line of said Section 29, said line also being the East line of said Section 30;

Thence, South 00°19'15" West, along said West line, 659.77 feet to the Southwest Corner of said Section 29, said Corner also being the Southeast Corner of said Section 30;

Thence, North 89°59'14" West, along the South line of said Section 30, a distance of 1985.70 feet to the West line of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section 30;

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Thence, North $00^{\circ}21'58''$ East, along said West line, 2641.74 feet to the East-West Mid-section line of said Section 30;

Thence, North $89^{\circ}54'30''$ West, along said Mid-section line, 661.20 feet to the Center of said Section 30;

Thence, North $00^{\circ}20'43''$ East, along the North-South Mid-section line, 662.06 feet to the South line of the North Half of the South Half of the Northwest Quarter of said Section 30;

Thence, North $89^{\circ}53'30''$ West, along said South line, 1320.45 feet;

Thence, North $89^{\circ}54'22''$ West, 30.00 feet to the West line of the East 30.00 feet of the North Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, South $00^{\circ}22'55''$ West, along said West line, 331.30 feet to the South line of the North Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, North $89^{\circ}54'38''$ West, along said South line, 636.01 feet to the West line of the East Half of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, South $00^{\circ}18'59''$ West, along said West line, 93.20 feet to the North line of the South 238.15 feet of the Southwest Quarter of Lot 2, of said Section 30;

Thence, North $89^{\circ}54'08''$ West, along said North line, 418.18 feet to the Monument line of "Cave Creek Road";

Thence, North $27^{\circ}19'52''$ East, along said Monument line, 477.40 feet to the South line of the North Half of Lot 2, of said Section 30;

Thence, South $89^{\circ}55'19''$ East, along said South line, 201.34 feet to the West line of the East Half of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, North $00^{\circ}18'59''$ East, along said West line, 662.70 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, North $89^{\circ}59'25''$ East, along said North line, 137.37 feet to the Monument line of said "Cave Creek Road";

Thence, North $27^{\circ}19'52''$ East, along said Monument line, 744.84 feet to the North line of the South Half of the North Half of the Northwest Quarter of said Section 30;

Thence, South $89^{\circ}53'28''$ East, along said North line, 522.43 feet to the Southwest Corner of the East 330.00 feet of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 30;

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Thence, South $00^{\circ}21'46''$ West, 86.35 feet;

Thence, South $89^{\circ}53'28''$ East, 381.72 feet;

Thence, North $30^{\circ}37'26''$ West, 100.46 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 30;

Thence, North $00^{\circ}21'46''$ East, along the East line of said Northwest Quarter of the Northeast Quarter of the Northwest Quarter line, 450.91 feet;

Thence, North $64^{\circ}23'53''$ West, 364.82 feet to the West line of the East 330.00 feet of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 30;

Thence, North $00^{\circ}21'46''$ East, along said line, 54.64 feet to the North line of said Section 30, said line also being the South line of said Section 19;

Thence, North $89^{\circ}52'42''$ West, along said North line, 1667.33 feet to the Northwest Corner of said Section 30, said Corner also being the Southwest Corner of said Section 19;

Thence, North $00^{\circ}18'53''$ East, along the West line of said Section 19, a distance of 2636.78 feet to the West Quarter Corner of said Section 19;

Thence, North $00^{\circ}15'27''$ East, along the West line of said Section 19, a distance of 2640.22 feet to the Point of Beginning.

Containing 1416.785 Acres, more or less.

EXCEPT the following described Parcels:

PARCEL NO. 1

The South 466.00 feet of the East 466.00 feet of the West Half of the Southwest Quarter of said Section 20, more particularly described as follows:

Commencing at the Southeast Corner of said Section 20;

Thence, North $89^{\circ}47'35''$ West, along the South line of said Section 20, a distance of 1326.30 feet to the True Point of Beginning.

Thence, continuing North $89^{\circ}47'35''$ West, 466.00 feet;

Thence, North $00^{\circ}14'54''$ East, 466.00 feet;

Thence, South $89^{\circ}47'35''$ East, 466.00 feet;

CVL

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Thence, South $00^{\circ}14'54''$ West, 466.00 feet to the True Point of Beginning.

Containing 4.985 Acres, more or less.

PARCEL NO. 2

Commencing at the North Quarter Corner of said Section 30;

Thence, South $00^{\circ}21'46''$ West, along the North-South Mid-section line of said Section 30, a distance of 1324.78 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 30;

Thence, North $68^{\circ}01'52''$ West, 195.65 feet to the True Point of Beginning.

Thence, North $89^{\circ}38'14''$ West, 50.00 feet;

Thence, North $00^{\circ}21'46''$ East, 50.00 feet;

Thence, South $89^{\circ}38'14''$ East, 50.00 feet;

Thence, South $00^{\circ}21'46''$ West, 50.00 feet to the True Point of Beginning.

Containing 0.057 Acres, more or less.

PARCEL NO. 3

Commencing at the Northeast Corner of said Section 19;

Thence, North $89^{\circ}59'40''$ West, along the North line of said Section 19, a distance of 1086.52 feet to the Monument line of "Cave Creek Road";

Thence, South $27^{\circ}30'15''$ West, along said Monument line, 1380.46 feet;

Thence, South $62^{\circ}29'45''$ East, 76.00 feet to the True Point of Beginning;

Thence, continuing South $62^{\circ}29'45''$ East, 629.77 feet to the beginning of a tangent curve of 1,296.22 foot radius concave Southwesterly;

Thence, Southeasterly, along said curve, through a central angle of $08^{\circ}39'38''$, a distance of 195.93 feet;

Thence, South $59^{\circ}25'07''$ West, 166.59 feet;

Thence, North $89^{\circ}51'28''$ West, 230.00 feet;

Thence, South $75^{\circ}29'18''$ West, 344.31 feet;

Thence, North $03^{\circ}24'10''$ west, 22.00 feet;

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88 625068

Thence, North 80°58'19" West, 302.08 feet to a point on a line which is parallel to and 55.00 feet Southeasterly, as measured at right angles, from the Monument line of "Cave Creek Road";

Thence, North 27°30'15" East, along said parallel line, 548.22 feet;

Thence, North 72°30'15" East, 29.70 feet to the True Point of Beginning.

Containing 6.895 Acres, more or less.

Total Acreage = 1416.785 Acres - (4.985 Acres + 0.057 Acres + 6.895 Acres) = 1404.848 Acres, more or less.

Except any part of the Roadway rights-of-way as shown on the "Tatum Ranch" Map of Dedication recorded in Book 319, Page 45, Maricopa County Records, within the above described Parcel.

Including the following described Easement.

An Easement for drainage apparatus and utility systems as more fully set forth in instrument recorded in Document No. 87-011922, records of Maricopa County, Arizona over the following described property;

The Northermost 50 feet of the following described property;

The North half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 North Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the South Quarter Corner of Section 30;

Thence, North 00°22'55" East, along the North South Mid-section line a distance of 991.04 to the True Point of Beginning;

Thence, continuing North 00°22'55" East 330.35 feet;

Thence, South 89°56'52" East, 661.56 feet;

Thence, South 00°21'58" West, 330.23 feet;

Thence, North 89°57'28" West, 661.66 feet to the True Point of Beginning.



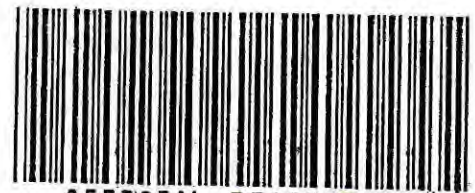
CVL

Figure 1

1

When recorded, return to:

TATUM RANCH COMMUNITY ASSOCIATION
29811 N. Tatum Boulevard
Cave Creek, Arizona 85331
Attention: Sean Bodkin



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2002-1240651 11/22/02 15:39
1 OF 1

GONZALESJ

**FIFTH CERTIFICATE OF AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TATUM RANCH**

THIS FIFTH CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH (this "Certificate of Amendment") is made as of this 7th day of November, 2002, by TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Association").

RECITALS:

A. Suncor Development Partners, an Arizona general partnership, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions, dated February 19, 1988, and recorded as Instrument No. 88-090390, Official Records of Maricopa County, Arizona (the "Original Declaration"). Thereafter, Declarant amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16, 1988, and recorded as Instrument No. 88-239882, Official Records of Maricopa County, Arizona (the "First Amendment to Original Declaration"). Thereafter, Declarant appointed Suncor Development Company as successor Declarant ("Successor Declarant") as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as Instrument No. 88-602338, Official Records of Maricopa County, Arizona. Thereafter, Successor Declarant caused the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as Instrument No. 88-625068, Official Records of Maricopa County, Arizona (the "Amended and Restated Declaration"). Thereafter, Successor Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as Instrument No. 98-0845209 (the "First Amendment to Amended and Restated Declaration"). Thereafter, the Association amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, pursuant to the terms of a Second Certificate of Amendment to Amended and Restated Declaration for Tatum Ranch, dated December 20, 2000, and recorded as Instrument No. 2001-005626 (the "Second Certificate of Amendment to Amended and Restated Declaration"). Thereafter, Successor Declarant amended the Amended and Restated Declaration, as previously amended by the First Amendment to

Amended and Restated Declaration and Second Certificate of Amendment to Amended and Restated Declaration, pursuant to the terms of a Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated March 1, 2001, and recorded as Instrument No. 2001-0160158 (the "**Third Amendment to Amended and Restated Declaration**"). Thereafter, the Association amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, the Second Certificate of Amendment to Amended and Restated Declaration, and the Third Amendment to Amended and Restated Declaration, pursuant to the terms of a Fourth Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tatum Ranch, dated November 14, 2000 and recorded as Instrument No. 2001-1139440 (the "**Fourth Certificate of Amendment to Amended and Restated Declaration**"). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration, the Second Certificate of Amendment to Amended and Restated Declaration, the Third Amendment to Amended and Restated Declaration and the Fourth Certificate of Amendment to Amended and Restated Declaration shall be collectively referred to herein as the "**Declaration**".

B. Pursuant to the terms of Article XIII, Section 2 of the Declaration, the Declaration may be amended if Members casting seventy five percent (75%) of the authorized votes vote in favor of the amendment at an election held for such purpose.

C. Pursuant to the terms of Article XIII, Section 2 of the Declaration, if the necessary votes and approvals are obtained for the amendment to the Declaration, the Board of Directors of the Association may record with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held for such purpose pursuant to the Articles and Bylaws of the Association, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment.

D. The necessary votes for an amendment of the Declaration pursuant to the terms of this Certificate of Amendment have been obtained in accordance with the terms of Article XIII, Section 2 of the Declaration and the Association desires to amend the Declaration pursuant to the terms and conditions of this Certificate of Amendment.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Declaration is hereby amended as follows:

1. Architectural Committee. There shall be only one (1) Architectural Committee and any references in the Declaration to the "Residential Architectural Committee," the "Commercial Architectural Committee" or to two (2) Architectural Committees shall be amended to refer to the one (1) Architectural Committee authorized pursuant to this Certificate of Amendment. The Architectural Committee shall administer the Architectural Guidelines and Design Guidelines with respect to Commercial Areas and Residential Areas.

2. Definitions. Certain definitions set forth in the Declaration shall be amended as follows:

(a) Article I, Section E is hereby deleted in its entirety and replaced with the following:

"E. "Architectural Committee" shall mean the committee of the Association created pursuant to Article XI below."

(b) Article I, Section F is hereby deleted in its entirety and replaced with the following:

"F. "Architectural Guidelines" or "Design Guidelines" shall be established by the Architectural Committee and shall include design standards for the appearance and development of property in Tatum Ranch as well as the review and approval procedures for the Architectural Committee. The Architectural Guidelines or Design Guidelines shall be subject to review, approval and revision by the Board of Directors of the Association."

3. Establishment of Architectural Committee. Article XI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"1. Establishment. An Architectural Committee shall be established to perform the functions set forth in this Declaration. The Architectural Committee shall adopt rules, regulations and guidelines for the performance of its duties including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Tract Declaration, known as the Architectural Guidelines or Design Guidelines. Such Architectural Guidelines or Design Guidelines or any rule or regulation whatsoever adopted by the Architectural Committee, and any revisions thereto, must be approved by the Board, and are subject to review and revision by the Board from time to time in its sole discretion. The Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Residential Areas and Commercial Areas within Tatum Ranch. Members of the Architectural Committee need not be architects, and Owners or Residents who are members of the Architectural Committee need not possess any special qualifications of any type.

(a) Election of Architectural Committee. The Architectural Committee shall consist of five regular members and one or more alternate members, all of whom must be Members of the Association. The members of the Architectural Committee shall be elected by a vote of all the Memberships in the Association. Election of the members of the Architectural Committee shall occur at the same time and in the same manner as the annual election of the Board. Except as set forth herein with respect to the first year of the election of the Committee Members, Committee Members shall be elected to serve two (2) year

terms (or for terms ending on the date of the election occurring in the second calendar year following election of the Committee Member or until replaced). These terms shall be rotating terms with three (3) Committee Members being elected one (1) year and two (2) Committee Members being elected the next year. In the first year only of the elections held pursuant to these provisions, the three (3) Committee Members elected who received the most votes will serve two (2)-year terms and the other two (2) elected Committee Members will serve one (1)-year terms. In the event of a temporary or permanent vacancy on the Architectural Committee, an alternate member selected by the Board shall serve as a replacement until the next election or until the regular member is again available. Members of the Architectural Committee may be removed with or without cause by the Board.

4. Architectural Committee Meetings, Guidelines and Rights of Appeal.

Article XI, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"2. Meetings; Guidelines; Right of Appeal. The Architectural Committee shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Architectural Committee and the concurrence of a majority of the regular committee members present at a meeting of the Architectural Committee shall be necessary for any decision of the Architectural Committee. Alternate member(s) may participate at any meeting in lieu of any absent regular member(s), may be counted for purposes of determining whether a quorum is present at the meeting and shall have all of the authority of a regular member while so participating. As provided in Article V, Section 3 herein and subject to the review, approval and revision by the Board, the Architectural Committee shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. Subject to the appeal rights available to Owners, Residents, and parties as hereinafter provided, the decision of the Architectural Committee shall be final on all matters submitted to it. Any Owner, Resident, or party aggrieved by any decision of the Architectural Committee, may appeal the decision to the Board in writing within fifteen (15) days following the date on delivery of the written notification of the decision of the Architectural Committee to the affected party and otherwise in accordance with procedures established by the Board. If the decision of the Architectural Committee is overruled by the Board, the decision of the Architectural Committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the Architectural Committee and shall be final. Members of the Architectural Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board."

5. Responsibility of Board. The last sentence of Article XI, Section 3 of the Declaration, as modified by the Second Certificate of Amendment to Amended and Restated

Declaration and the Fourth Certificate of Amendment to Amended and Restated Declaration, is hereby deleted in its entirety and replaced with the following:

"In connection with any action taken by the Board set forth in Article XI herein, the Board, each member of the Board, and each officer of the Board as may be appointed by the Board from time to time, shall be afforded the same rights and protections as are set forth in this Article XI, Section 3 for the Architectural Committee and members of the Architectural Committee."

6. Antennas. Article IV, Section 2, subsection (h) entitled "Antennas" of the Declaration is hereby deleted in its entirety and replaced with the following:

"(h) Antennas. Unless governed by 47 C.F.R. § 1.4000 (Over-the-Air Reception Devices Rule), as amended, repealed or recodified, any antenna, dish, or other device for the transmission or reception of television, internet or radio signals or any form of electromagnetic radiation and all associated equipment shall not be erected, used or maintained outdoors on any area in Tatum Ranch (whether attached to a building or otherwise) so as to be Visible from Neighboring Property or the Common Areas, unless approved in writing by the Architectural Committee. Any device governed by 47 C.F.R. § 1.4000 as amended, repealed or recodified, shall comply with the applicable Design Guidelines and shall be mounted, to the extent reasonably possible, so as not to be Visible from Neighboring Property or the Common Areas. Devices used to transmit signals to and/or receive signals from multiple customer locations (including, but not limited to non-"customer end antennas", "hub" or "relay" antennas) shall not be permitted unless approved in writing by the Architectural Committee, but in no event shall such devices be permitted on any Lot which is limited to residential use by a Tract Declaration."

7. Machinery and Equipment. Article IV, Section 2, subsection (l) entitled "Machinery and Equipment" of the Declaration is hereby deleted in its entirety and replaced with the following:

"(l) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained in Tatum Ranch without the prior written approval of the Architectural Committee, except (i) such machinery or equipment as is usual and customary in connection with the use maintenance or construction (during the period of construction) of an approved building, appurtenant structures, or other approved improvements; and (ii) that which the Association may require for the construction, operation and maintenance of Tatum Ranch."

8. Roofs. Article IV, Section 2, subsection (w) entitled "Roofs" of the Declaration is hereby deleted in its entirety and replaced with the following:

"(w) Roofs. No solar energy device, air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a

Dwelling Unit without the prior written approval of the Architectural Committee."

9. Certification. This shall certify that at an election duly called pursuant to the Articles and Bylaws of the Association and held for the purpose of amending the Declaration pursuant to the terms of this Certificate of Amendment, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment.

10. Definitions. For purposes of this Certificate of Amendment, unless otherwise defined herein, all terms used herein, including but not limited to, those terms used and/or defined above, shall have the respective meanings assigned to such terms in the Declaration.

11. Effect of this Certificate of Amendment. Except as modified pursuant hereto, the Declaration is hereby specifically ratified, restated and confirmed as of the effective date hereof. To the extent of conflict between the terms of this Certificate of Amendment and the Declaration, the terms of this Certificate of Amendment shall control. The Declaration and this Certificate of Amendment shall be read and construed as one agreement.

12. Counterparts. This Certificate of Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Certificate of Amendment, it shall not be necessary to produce or account for more than one counterpart hereof.

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment through its representatives duly authorized to execute this Certificate of Amendment and bind such entity to the terms and obligations herein contained on the day and year first written above.

TATUM RANCH COMMUNITY
ASSOCIATION, an Arizona non-profit
corporation

By: 
Name: James Houlahan
Its: President

ATTEST:

By: 
Name: Martin Bruckner
Its: Secretary

STATE OF ARIZONA)
) ss:
 County of Maricopa)

The foregoing instrument was acknowledged before me this 7th day of November, 2002, by James Houlihan, the President of TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Patricia A. LaBrie
 Notary Public

My Commission Expires:



Notary Public State of Arizona
 Maricopa County
 Patricia A. LaBrie
 Expires July 14, 2004

STATE OF ARIZONA)
) ss:
 County of Maricopa)

The foregoing instrument was acknowledged before me this 7th day of Nov., 2002, by Martin Bruckner, the Secretary of TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Patricia A. LaBrie
 Notary Public

My Commission Expires:



Notary Public State of Arizona
 Maricopa County
 Patricia A. LaBrie
 Expires July 14, 2004

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**FOURTH CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TATUM RANCH**

THIS FOURTH CERTIFICATE OF AMENDMENT TO AMEND AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH (this "Certificate of Amendment") is made as of this 14th day of November, 2000, by TATUM RANCH COMMUNITY ASSOCIATION, as Arizona non-profit corporation (the "Association").

RECITALS:

A. Suncor Development Partners, an Arizona general partnership, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions, dated February 19, 1988, and recorded as Instrument No. 88-090390, Official Records of Maricopa County, Arizona (the "**Original Declaration**"). Thereafter, Declarant amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16, 1988, and recorded as Instrument No. 88-239882, Official Records of Maricopa County, Arizona (the "**First Amendment to Original Declaration**"). Thereafter, Declarant appointed Suncor Development Company as successor Declarant ("**Successor Declarant**") as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as Instrument No. 88-602338, Official Records of Maricopa County, Arizona. Thereafter, Successor Declarant caused the Second Amended and Restated Declaration of covenants, Conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as Instrument No. 88-625068, Official Records of Maricopa County, Arizona (the "**Amended and Restated Declaration**"). Thereafter, Successor Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as Instrument No. 98-0845209 (the "**First Amendment to Amended and Restated Declaration**"). Thereafter, the Tatum Ranch Community Association, and Arizona non-profit corporation, amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, pursuant to the terms of a Second Certificate of Amendment to Amended and Restated Declaration for Tatum Ranch, Dated December 20, 2000, and recorded as document Recording Number 2001-005626, (the "**Second Certificate of Amendment to Amended and Restated Declaration**"). Thereafter, the Tatum Ranch Community Association, and Arizona non-profit corporation, amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration and Second Certificate of Amendment to Amended and Restated Declaration, pursuant to the terms of a Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated March 1, 2001, and

recorded as Recording Number 2001-0160158, (the “**Third Amendment to Amended and restated Declaration**”). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration and the Second Certificate of Amendment to Amended and Restated Declaration and the Third Amendment to Amended and Restated Declaration, shall be collectively referred to herein as the “**Declaration**”.

B. Pursuant to the terms of Article XII, Section 2 of the Declaration, the Declaration may be amended if seventy five percent (75%) of the authorized votes of each class of embers shall be cast in favor of the amendment at an election held for such purpose.

C. Pursuant to the terms of Article XIII, Section 2 of the Declaration, if the necessary votes and approvals are obtained for the amendment to the Declaration, the Board of Directors of the Association may record with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held for such purpose pursuant to the Articles and Bylaws of the Association, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment.

D. The necessary votes for an amendment of the Declaration pursuant to the terms of this Certificate of Amendment have been obtained in accordance with the terms of Article XIII, Section 2 of the Declaration and the Association desires to amend the Declaration pursuant to the terms and conditions of this Certificate of Amendment.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed as follows:

(I) Article XI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 1. Establishment. Prior to the recordation of this document, there were two Architectural Committees, one Residential Architectural committee, and one Commercial Architectural Committee. Hereinafter there shall be only one Architectural Committee, and anywhere in the governing documents or historical records and actions of the Tatum Ranch Community Association wherein there shall be, or have been, any references to the two prior Architectural Committees or to the governing Architectural Committee, or to the Commercial

Architectural Committee, or to the Residential Architectural Committee, they shall now be amended, considered, interpreted, and treated to be one Architectural Committee as provided in the following. One Architectural Committee shall be established, which shall perform the functions set forth in this Declaration. The Architectural Committee shall adopt rules, regulations and guidelines for the performance of its duties including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Tract Declaration. The Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Residential Areas within Tatum Ranch and the commercial Areas within Tatum Ranch, Members of the Architectural Committee need not be architects. Owners who are members of the Architectural Committees need not possess any special qualifications of any type.

(a) Election of Architectural Committee. The Architectural Committee shall consist of five regular members and one or more alternate members, (who are selected by the Architectural Committee members) all of whom must be Members of the Tatum Ranch Community Association. The members of the Architectural Committee shall be elected by a vote of all the Memberships in the Association. Election of the members of the Architectural Committee shall occur at the same time and in the same manner as the annual election of the Board of Directors. Committee members shall be elected for two (2) year terms (or until the next election or until replaced).

The terms for the Architectural Committee members shall be rotating terms with three Committee Members elected one year and two Committee Members elected the next year.

In first year of the elections under these provisions for rotating terms, the three candidates with the most votes will serve the two-year terms. The remaining two candidates shall serve a one-year term. Thereafter, all Architectural Committee members shall be elected to two (2) year terms (or until replaced)

In the event of temporary or permanent vacancies on the Architectural Committee, alternate member(s) selected by the Committee shall serve as replacement(s) until the next election or until the regular member(s) is again available. Members of the Architectural Committee may be removed in the same manner as members of the Board of Directors, as further provided in the Bylaws.”

(II) Article XI, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 2. Meetings, Guidelines, Right of Appeal. The Architectural Committee shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Architectural Committee and the concurrence of a majority of the regular committee members present at a meeting of the Architectural Committee shall be necessary for any decision of the Architectural Committee. Alternate member(s) may participate at any meeting in lieu of any absent regular member(s), may constitute a quorum by his (their) presence and shall have all of the authority of a regular member while so participating. As provided in Article V, Section 3, herein the Architectural Committee shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. Subject to the appeal rights available to Owners, Residents, and parties as hereinafter provided, the decision of the Architectural Committee shall be final on all matters submitted to it. Any Owner, Resident, or party aggrieved by a decision of the Architectural Committee may appeal the decision to the Board of directors in writing within fifteen (15) days following the date on the written notification of the decision of the Architectural Committee and otherwise in accordance with procedures established by the Board. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the Architectural committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the Architectural Committee and shall be final. Members of the Architectural Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board.”

- (III) The following sentence shall be added to the end of Article XI, Section 3 of the Declaration

“In connection with any action taken by the Board of Directors relating to the appeal rights-of-Owners, Residents, or parties set forth in Article XI, Section 2 herein, the Board, each member of the Board, and each officer of the Board as may be appointed by the Board from time to time, shall be afforded the same rights protections as are set forth in this Article XI, Section 3 for the Architectural Committee and members of the Architectural Committee.”

- (IV) Article IV, Section 2, subsection “(h) Antennas” of the Declaration is hereby deleted in its entirety and replaced with the following:

“(h). Satellite and Internet Antennae.

Any Member wishing to install an antenna or satellite dish that is governed by the Federal Communications Commission shall comply with rules and regulations established by the Board of Directors and the guidelines established by the Architectural Committee when performing such installation. No other exterior television, internet, radio antenna or antenna of any sort shall be placed, allowed, or maintained upon any portion of the improvements to be located upon Tatum Ranch Community Association Lots, Parcels or Tracts, or upon any structure situated upon Tatum Ranch Community Association Lots, Parcels or Tracts, without the prior approval of the Architectural Committee.

It will be required that any cables leading from such installations be properly secured and painted the color of the surface to which it is attached, so that there will be no unsightly hanging cables on the exterior of homes.

Every attempt should be made to place the dish in an unobtrusive location. It should be noted that at the time this document was written, all satellite companies do not have satellites positioned to permit installation in the rear of the home, (Current Examples: One company has three satellites that are located to the southeast of Phoenix while another company has a satellite located north of Phoenix. Other company’s satellites are located in other directions). If statutory law modifies the requirements for allowing the installation of antennas, this provision shall be considered to be amended to conform with any statutory requirements.”

(V) Article IV, Section 2, subsection “(I) Machinery and Equipment” of the Declaration is hereby deleted in its entirety and replaced with the following:

“(1) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained in Tatum Ranch without the prior approval of the Architectural committee, with the following exceptions, so long as, in the case of these exceptions, the operation of such equipment does not become a nuisance, as set forth in Article IV, Section 2(e) above;

- (i) Privately owned power equipment used by the homeowner in connection with a hobby or normal home upkeep.
- (ii) Equipment used in the construction or modification of an existing structure.
- (iii) Equipment used by the contractors used in the maintenance of Tatum Ranch property.
- (iv) Equipment used by any business located in the commercial areas of Tatum Ranch.”

(VI) Article IV, Section 2, subsection “(w) Roofs” of the Declaration is hereby deleted in its entirety and replaced with the following:

“(w) Roofs. The installation of solar energy devices, such as are generally used for pool water or domestic water heating of homes, may be permitted on the roofs provided they are of a matte finish to prevent sun glare.

All such devices must be submitted to the Architectural Committee for approval prior to installation so that the best compromise between efficiency and neighborhood appearance may be found.

No air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a Dwelling Unit without the prior written consent of the governing Architectural Committee.

If statutory law modifies the requirements for allowing the installation of solar energy devices, this provision shall be

considered to be amended to conform with any statutory requirements.”

**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH**

This Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch (the “**Third Amendment to Amended and Restated Declaration**”), dated March 1, 2001, is made by SunCor Development Company, an Arizona corporation (hereinafter “**Declarant**”).

RECITALS

A. SunCor Development Partners, an Arizona general partnership, as Declarant (“**SDP**”), previously recorded that certain Declaration of Covenants, Conditions and Restrictions dated February 19, 1988, and recorded as document Recording Number 88-090390, Records of Maricopa County, Arizona (the “**Original Declaration**”). Thereafter, SDP amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16, 1988, and recorded as document Recording Number 88-239882, Records of Maricopa County, Arizona (the “**First Amendment to Original Declaration**”). Thereafter, SDP appointed Declarant as the Successor Declarant as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as document Recording Number 88-602338, Records of Maricopa County, Arizona. Thereafter, Declarant caused the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as document Recording Number 88-625068, Records of Maricopa County, Arizona (the “**Amended and Restated Declaration**”). Thereafter, Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as document Recording Number 98-0845209 (the “**First Amendment to Amended and Restated Declaration**”). Thereafter, the Tatum Ranch Community Association, and Arizona non-profit corporation, amended the Amended and Restated Declaration, as previously amended by the First Amendment to Amended and Restated Declaration, pursuant to the terms of a Second Certificate of Amendment to Amended and Restated Declaration for Tatum Ranch, dated December 20, 2000, and recorded as document Recording Number 2001-005626 (the “**Second Certificate of Amendment to Amended and Restated Declaration**”). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration and the Second Certificate of Amendment to Amended and Restated Declaration, shall be collectively referred to herein as the “**Declaration**”.

B. The Declaration, at Article XI, Section 1, states in part as follows:

...The Declarant may voluntarily relinquish (either temporarily or permanently) its right to appoint all or some of the members of one or both of the Architectural Committees by recording an amendment to the Declaration executed by the Declarant alone.

C. Declarant now desires to amend the Declaration for the purpose of permanently relinquishing its right to appoint members of the Commercial Architectural Committee as provided by Article XI, Section 1 of the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Amendment of Declaration. Declarant hereby permanently relinquishes its right to appoint any of the members of the Tatum Ranch Commercial Architectural Committee as provided in Article XI of the Declaration.
2. Defined Terms. The capitalized terms used herein shall be deemed to have the same meanings as given those terms in the Declaration.
3. Agreement Otherwise Unchanged. Except as expressly amended herein, the Declaration shall continue in full force and effect.

**SECOND CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TATUM RANCH**

THIS SECOND CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH (this “**Certificate of Amendment**”) is made as of this 20th day of December, 2000, by TATUM RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the “**Association**”).

RECITALS:

A. Suncor Development Partners, an Arizona general partnership, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions, dated February 19, 1988, and recorded as Instrument No. 88-090390, Official Records of Maricopa County, Arizona (the “**Original Declaration**”). Thereafter, Declarant amended the Original Declaration pursuant to the terms of a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tatum Ranch, dated May 16,

1988, and recorded as Instrument No. 88-239882, official Records of Maricopa County, Arizona (the “**First Amendment to Original Declaration**”). Thereafter, Declarant appointed Suncor Development Company as successor Declarant (“**Successor Declarant**”) as set forth in the Designation of Successor Declarant for Tatum Ranch, dated November 10, 1988, and recorded as Instrument No. 88-602338, Official Records of Maricopa County, Arizona. Thereafter, Successor Declarant caused the Second Amended and Restated Declaration of Covenants, conditions and Restrictions for Tatum Ranch, dated December 21, 1988, to be recorded as Instrument No. 88-625068, Official Records of Maricopa County, Arizona (the “**Amended and Restated Declaration**”). Thereafter, Successor Declarant amended the Amended and Restated Declaration pursuant to the terms of a First Amendment to Amended and Restated Declaration of Covenants, conditions and Restrictions for Tatum Ranch, dated September 22, 1998, and recorded as Instrument No. 98-0845209 (the “**First Amendment to Amended and Restated Declaration**”). The Amended and Restated Declaration, as amended by the First Amendment to Amended and Restated Declaration shall be collectively referred to herein as the “**Declaration**”.

B. Pursuant to the terms of Article XIII, Section 2 of the Declaration, the Declaration may be amended if seventy five percent (75%) of the authorized votes of each class of Members shall be cast in favor of the amendment at an election held for such purpose.

C. Pursuant to the terms of Article XIII, Section 2 of the Declaration, if the necessary votes and approvals are obtained for the amendment to the Declaration, the Board of Directors of the Association may record with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed by the President or vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held for such purpose pursuant to the Articles and Bylaws of the Association, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment.

D. The necessary votes for an amendment of the Declaration pursuant to the terms of this Certificate of Amendment have been obtained in accordance with the terms of Article XIII, Section 2 of the Declaration and the Association desires to amend the Declaration pursuant to the terms and conditions of this Certificate of Amendment.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed as follows:

AGREEMENT:

1. Amendment. The Declaration is hereby amended as follows:

(a) Article XI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“1. Establishment. Two Architectural Committees shall be established, a Residential Architectural committee and a Commercial Architectural Committee, and each shall perform the functions set forth in this Declaration. Each Architectural committee shall adopt rules, regulations and guidelines for the performance of its duties including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Tract Declaration. The Residential Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Residential Areas within Tatum Ranch and the Commercial Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Commercial Areas within Tatum Ranch. Members of the Architectural Committees need not be architects, and Owners or Residents who are members of the Architectural Committees need not possess any special qualifications of any type.

(a) Election of Residential Architectural Committee. The Residential Architectural Committee shall consist of three regular members and not less than one alternate member. The members of the Residential Architectural Committee shall be elected by a vote of all the Residential Memberships in the Association. Election of the members of the Residential Architectural Committee shall occur at the same time as the annual election of the Board of Directors. Committee members shall be elected for one (1) year terms (or until the next election or until replaced). In the event of a temporary or permanent vacancy on the Residential Architectural Committee, an alternate member selected by the committee shall serve as a replacement until the next election or until the regular member is again available.

(b) Appointment/Election of Commercial Architectural Committee. During the first fifteen (15) years following the recordation of the Amended and Restated Declaration dated December 21, 1988 and recorded as Instrument No. 88-625068 or until such time as the Declarant has relinquished its appointment rights as hereinafter provided, the Commercial Architectural Committee shall consist of such number of regular members and

alternate members as the Declarant may designate from time to time and such members shall be appointed by the Declarant and shall serve for such terms as the Declarant may determine in its discretion. The Declarant may terminate such members' tenure on the Commercial Architectural Committee at any time and for any reason or for no reason and may fill vacancies on the Commercial Architectural Committee as may be necessary in the Declarant's discretion. The Declarant may voluntarily relinquish (either temporary or permanently) its right to appoint all or some of the members of the Commercial Architectural Committee by recording an amendment to the Declaration executed by the Declarant alone. Following the fifteen (15) year anniversary of the recordation of the Amended and Restated Declaration or upon relinquishment by the Declarant of its appointment rights as provided above, whichever occurs first, the Board of Directors shall assume the functions and duties of the Declarant in appointing, terminating and filling vacancies of members of the Commercial Architectural Committee until the next scheduled annual meeting. At such time and thereafter, the commercial Architectural Committee shall be elected by a vote of all the Residential and Commercial Memberships in the Association. The Commercial Architectural Committee shall then consist of three regular members and not less than one alternate member. Elections of the members of the Commercial Architectural Committee shall occur at the same time as the annual election of the board of Directors. Committee members shall be elected for one (1) year terms (or until the next election or until replaced). In the event of a temporary or permanent vacancy on the elected Commercial Architectural Committee, an alternate member selected by the Committee shall serve as a replacement until the next election or until the regular member is again available."

(b) Article XI, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"2. Meetings: Guidelines; Right of Appeal. The Architectural Committees shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Architectural Committee and the concurrence of a majority of the regular committee members present at a meeting of the Architectural Committee shall be necessary for any decision of either Architectural committee. Alternate member(s) may participate at any meeting in lieu of any absent regular member(s), may constitute a quorum by his (their) presence and

shall have all of the authority of a regular member while so participating. As provided in Article V, Section 3 herein, the Architectural Committees shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. Each Architectural Committee may promulgate its own Architectural Guidelines or the Architectural Committees may cooperate in the preparation and adoption of one form of Architectural or Design Guidelines for the entire Tatum Ranch community. Subject to the appeal rights available to Owners, Residents, and parties as hereinafter provided, the decision of the governing Architectural Committee shall be final on all matters submitted to it. Any Owner, Resident, or party aggrieved by a decision of the Residential Architectural Committee or by a decision of the Commercial Architectural Committee following the fifteen (15) year anniversary of the recordation of the Amended and Restated Declaration or upon relinquishment by the Declarant of its appointment rights as provided in Article XI, Section 1(b) herein, may appeal the decision to the Board of Directors in writing within fifteen (15) days following the date on the written notification of the decision of the governing Architectural committee and otherwise in accordance with procedures established by the Board. In the event the decision of the governing Architectural Committee is overruled by the Board on any issue or question, the prior decision of the governing Architectural Committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the governing Architectural Committee and shall be final. Members of the Architectural Committees shall not be entitled to compensation for their services, unless otherwise approved by the Board.

(c) The following sentence shall be added to the end of Article XI, Section 3 of the Declaration:

“In connection with any action taken by the Board of Directors relating to the appeal rights of Owners, Residents, or parties set forth in Article XI, Section 2 herein, the Board, each member of the Board, and each officer of the Board as may be appointed by the Board from time to time, shall be afforded the same rights and protections as are set forth in this Article XI, Section 3 for the Architectural Committees and members of the Architectural Committees.”

This First Amendment dated September 22, 1998 is made by SunCor Development company, an Arizona corporation (hereinafter "Declarant").

RECITALS

A. SunCor Development Partners, and Arizona general partnership, previously recorded that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated February 19, 1998 and recorded as document Recording Number 88-090390, Records of Maricopa County, Arizona. That Declaration was amended by a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH, dated May 16, 1988, and recorded as document Recording Number 88-239882, Records of Maricopa County, Arizona (the "First Amendment"). Thereafter, SunCor Development Partners appointed Suncor Development Company as the successor Declarant as set forth in the DESIGNATION OF SUCCESSOR DECLARANT FOR TATUM RANCH dated November 10, 1988 and recorded as document Recording Number 88-602338, Records of Maricopa County, Arizona. Declarant caused the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH dated December 21, 1988 to be recorded as document Recording Number 88-625068, Records of Maricopa County, Arizona (the "Declaration").

B. The Declaration, at Article XI, Section 1, states in part as follows:

...The Declarant may voluntarily relinquish (either temporarily or permanently) its right to appoint all or some of the members of one or both of the Architectural Committees by recording an amendment to the Declaration executed by the Declarant alone.

C. The Declarant now desires to amend the Declaration for the purpose of permanently relinquishing its right to appoint members of the Residential Architectural committee as provided by Article XI Section 1 of the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Amendment of Declaration. Declarant hereby permanently relinquishes its right to appoint any of the members of the Tatum Ranch Residential Architectural Committee as provided in Article XI of the Declaration.
2. Defined Terms. The capitalized terms used herein shall be deemed to have the same meanings as given those terms in the Declaration.

3. Agreement Otherwise Unchanged. Except as expressly amended herein, the Declaration shall continue in full force and effect.

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TATUM RANCH

December 21, 1988

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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TATUM RANCH

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Declaration") is dated December 21, 1988 and is made by SUNCOR DEVELOPMENT COMPANY, an Arizona corporation (hereinafter "Declarant").

SunCor Development Partners, an Arizona general partnership heretofore recorded that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated February 19, 1988 and recorded as document Recording Number 88 090390, Records of Maricopa County, Arizona (the "Original Declaration"). That Declaration was amended by a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH dated May 16, 1988 and recorded as document Recording Number 88 239882, Records of Maricopa County, Arizona (the "First Amendment"). Thereafter SunCor Development Partners appointed SunCor Development Company as the Successor Declarant as set

forth in the DESIGNATION OF SUCCESSOR DECLARANT FOR TATUM RANCH dated November 10, 1988 and recorded as document Recording Number 88 602338, Records of Maricopa County, Arizona (the "Designation"). The Declarant now desires to amend and restate the Original Declaration, the First Amendment and the Designation as follows:

W I T N E S S E T H:

WHEREAS, Declarant holds legal title to approximately 1400 acres of land located in Phoenix, Maricopa County, Arizona, known as "Tatum Ranch;" and

WHEREAS, Tatum Ranch also includes a parcel of land owned by the ELCA LOAN FUND, a nonprofit corporation organized under the laws of the State of Minnesota, and a parcel of land owned by the CAVE CREEK UNIFIED SCHOOL DISTRICT NO. 93 OF MARICOPA COUNTY, a political subdivision of the State of Arizona, which entities have approved this Declaration by their signatures, respectively, hereafter; and

WHEREAS, all of Tatum Ranch is legally described on Exhibit A attached to this Declaration and incorporated herein by this reference; and

WHEREAS, Declarant desires to subdivide and develop Tatum Ranch into a planned community consisting of residential, office, commercial, industrial, recreational and other areas and uses; and

EXHIBITS:

A--Legal Description of Tatum Ranch

WHEREAS, at full development the Declarant intends, without obligation, that Tatum Ranch will include several residential neighborhoods and one or more shopping centers, a resort, office and other commercial areas, parks, recreational areas including but not limited to a golf course, equestrian trails, open spaces, walkways, scenic drives and other social, commercial, civic and cultural buildings and facilities; and

WHEREAS, as the development of Tatum Ranch proceeds, Declarant intends, without obligation, to record various subdivision plats; to dedicate portions of Tatum Ranch to the public for streets, roadways, drainage, flood control, parks and general public use; to sell parcels to various builders; and to record Tract Declarations covering portions of Tatum Ranch, which Tract Declarations will designate the purposes for which such portions of Tatum Ranch may be used and may set forth additional covenants, conditions and restrictions applicable to such portions of Tatum Ranch; and

WHEREAS, Declarant intends or may intend, without obligation, to annex additional land into the Tatum Ranch planned community, which land is defined and described as “Annexable Property” in Article I B. hereafter; and

WHEREAS, Declarant desires to form a non-profit corporation (hereinafter the “Association”) which will (1) own, manage and maintain the Common Areas and certain other areas in Tatum Ranch; (2) levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) as the agent and representative of Tatum Ranch owners, enforce the use restrictions and other provisions of this Declaration; and

WHEREAS, the Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners, or other holders of an interest in any portion of Tatum Ranch, certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of Tatum Ranch; and

WHEREAS, Declarant desires and intends that the Owners, mortgagees, beneficiaries, trustees and other persons hereafter acquiring any interest in Tatum Ranch, shall at all times enjoy the benefits of, and shall hold their interest subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of Tatum Ranch; and

WHEREAS, the Declarant therefore wishes to subject all of Tatum Ranch to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements (hereinafter collectively called “Covenants”) hereinafter set forth, which Covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in Tatum Ranch; and

NOW THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

A. “Ancillary Association” shall mean

(1) an association created by the developer of a residential subdivision or neighborhood within Tatum Ranch for the owners of dwelling units within that subdivision or neighborhood; or

(2) an association created by the developer of a commercial Parcel within Tatum Ranch for the owners or tenants of business lots, commercial condominiums or improvements within that Parcel.

Any Ancillary Association shall be subject to this Declaration and the Association provided for herein.

B. "Annexable Property" shall mean all or any portion of the following described real property:

The southeast quarter of Section 13, the east half of Section 24, the east half of Section 25, and the northeast quarter of Section 36, Township 5 north, Range 3 east of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

The south half of Section 18, the southeast quarter of Section 20, all of Section 29 except that portion of Section 29 included in the legal description attached as Exhibit A, the north half of Section 32, the north half of Section 31, and all of Section 30 except that portion of Section 30 included in the legal description attached as Exhibit A.

C. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot, Parcel and Owner pursuant to Article VII, Section 2, hereof.

D. "Apartment Development" shall mean a Parcel or portion thereof which is so identified in a Tract Declaration and is comprised of integrated Rental Apartments and surrounding areas which are under the same ownership.

E. "Architectural Committee" shall mean the committee of the Association created pursuant to Article XI below.*

F. "Architectural Guidelines" or "Design Guidelines" shall be established by the Architectural Committee and shall include design standards for the appearance and development of property in Tatum Ranch as well as the review and approval procedures for each committee. The Architectural Guidelines or Design Guidelines shall be subject to review, approval and revision by the Board of Directors of the Association.*

G. "Articles" shall mean the Articles of Incorporation of the Association as amended from time to time.

H. "Assessable Property" shall mean any Lot or Parcel in Tatum Ranch covered by a recorded Tract Declaration, except such part or parts thereof as may from time to time constitute Exempt Property.

I. "Assessment" or "Assessments" shall mean an Annual Assessment, Special Assessment, Parcel Assessment, Maintenance Charge, Special Use Fee, or any other fees, fines or charges assessed hereunder.

J. "Assessment Lien" shall mean the lien created and imposed by Article VII.

K. "Assessment Period" shall mean the term set forth in Article VII, Section 7.

L. "Association" shall mean the Arizona nonprofit corporation to be organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns. Declarant intends to name the Association the "TATUM RANCH COMMUNITY ASSOCIATION."

M. "Association Land" shall mean such part or parts of Tatum Ranch, together with the buildings, structures and improvements thereon, and other real property which the Association now or hereafter owns in fee or in which the Association now or hereafter has a leasehold or easement interest, for as long as the Association is the owner of the fee, leasehold or easement interest. From time to time, Declarant may convey easements, leaseholds, or other property within Tatum Ranch to the Association and upon such conveyance or dedication to the Association, such property shall be deemed accepted by the Association and thereafter shall be maintained by the Association at its expense of the benefit of all its Members.

N. "Board" shall mean the Board of Directors of the Association.

O. "bylaws" shall mean the Bylaws of the Association as amended from time to time.

P. "Commercial Areas" within Tatum Ranch shall include any Parcel or portion thereof owned by one person or a group of persons, which is used for one or more commercial purposes, including, but not limited to the following: Apartment Developments, office condominiums, commercial offices, shopping centers, industrial parks, resorts, hotels, motels, churches, schools and other areas used for commercial or non-residential purposes. Commercial Areas shall not include any Common Areas owned by the Association or other common areas owned by an Ancillary Association or owned in common by residential condominium owners. At such time as an Apartment Development is converted to Residential Condominiums, the property shall cease to be a Commercial Area and shall thereafter be a Residential Area. The Commercial Architectural Committee shall be the governing Architectural Committee with respect to

all Commercial Areas. The Commercial Areas shall be deemed to include the Golf Course and its associated recreational areas and facilities, however, as long as the Golf Course Land is used for Golf Course and other recreational purposes as permitted by Article IV, Section 5, the Golf Course Land shall be exempt from architectural control.

Q. “Commercial Membership” shall be a Membership attributable to the ownership of Commercial Areas within Tatum Ranch.

R. “Common Area and Common Areas” shall mean (1) all Association Land; (2) all land within Tatum Ranch which the Declarant, by this Declaration or other recorded instrument, makes available for use exclusively by Members of the Association; (3) all land within Tatum Ranch which the Declarant indicates on a recorded subdivision plat or Tract Declaration is to be used for landscaping, drainage, and/or flood control for the benefit of Tatum Ranch and/or the general public and is to be dedicated to the public or the City of Phoenix upon the expiration of a fixed period of time, but only until such land is so dedicated; (4) all land or right-of-way easements within Tatum Ranch which are dedicated to the public or to the City of Phoenix, but which the City of Phoenix or other governmental agency requires the Association to maintain; (5) areas on a Lot or Parcel within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, which easement may be granted or created on a recorded subdivision plat or Tract Declaration or by a deed or other conveyance accepted by the Association; and (6) any other areas with respect to which the Association has assumed in writing administrative or maintenance responsibilities, whether or not such areas are located on a Lot or Parcel.

S. “Condominium Development” shall mean a portion of Tatum Ranch which has been subjected to a declaration of condominium pursuant to Arizona law.

T. “Condominium Unit” shall mean a unit (as that term is defined in A.R.S. Section 33-1202.(22)), together with any appurtenant interest in all common elements, which is created by a declaration of condominium established and recorded under Arizona law. Such term shall not include a Rental Apartment in an Apartment Development.

U. “Covenants” shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

V. “Declarant” shall mean SunCor Development Company, an Arizona corporation and the successors and assigns of the Declarant’s rights and powers hereunder. Any assignment of all or any portion of the Declarant’s rights and powers shall be made by a recorded instrument executed by the assignor Declarant.

W. “Declaration” shall mean this SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH, as amended or supplemented from time to time.

X. “Dwelling Unit” shall mean any building or portion of a building situated upon a Lot or Parcel designed and intended for use and occupancy as a residence by a Single Family.

Y. “Exempt Property” shall mean the following parts of Tatum Ranch:

(1) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Maricopa County, the City of Phoenix, or any political subdivision thereof, for as long as any such governmental entity or political subdivision is the owner thereof or for so long as said dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by the governmental entity owner for governmental purposes.

(2) All Association Land, for as long as the Association is the owner thereof.

(3) All Golf Course Land for as long as said land is used for the purposes permitted in Article IV, Section 5.

(4) Any and all residential areas designated in a recorded subdivision plat, deed, Tract Declaration, or condominium or other declaration as an area to be used in common by the Owners and Residents of such subdivision or condominium development.

(5) All land used as a Well-Site and designated by a Tract Declaration for Well-site Use.

Notwithstanding the foregoing, a Parcel with a Land Use Classification of General Public or Quasi-Public Use shall not be Exempt Property unless such status as Exempt Property is indicated in the applicable Tract Declaration or other recorded instrument approved by the Declarant. All Exempt Property (except the Golf Course) shall be exempt from Assessments and Membership in the Association and its associated privileges and responsibilities, but shall nevertheless be subject to all other provisions of this Declaration, including but not limited to, the use restrictions and architectural controls. The Golf Course Land shall be exempt from assessments, Membership in the Association and from architectural control and review. The Board may restrict or prohibit the use of the Common Areas (except any rights-of-way or drainage areas owned by the Association) by the Owners of Exempt Property. This Subsection Y may not be

amended without the approval of any and all Owners of Exempt Property affected by the amendment.

Z. “Golf Course” and “Golf Course Land” shall mean the golf course real property (as identified in the Master Development Plan or as established by a recorded plat or Tract Declaration) and all improvements thereon including any clubhouse, pro shop and associated recreational, maintenance and other facilities owned and operated in conjunction with the Golf Course.

Aa. “Land Use Classification” shall mean the classification to be established by the Declarant pursuant to Article IV, Section 1, which designates the type of improvements which may be constructed on a Lot, Parcel or Association Land and the purposes for which such improvements and surrounding land may be utilized.

Bb. “Lot” shall mean any (a) area of real property within Tatum Ranch designated as a Lot on any subdivision plat recorded or approved by Declarant and Limited by a Tract Declaration to either Single Family Residential Use or Cluster Residential Use and (b) any Condominium Unit within Tatum Ranch which is limited to residential use by a Tract Declaration.

Cc. “Maintenance Charges” shall mean any and all costs assessed pursuant to Article X, Sections 2 and 3.

Dd. “Master Development Plan” shall mean the Tatum Ranch Development Plan approved by the City of Phoenix, as the same may from time to time be amended, a copy of which shall be on file at all times in the office of the Association.

Ee. “Member” shall mean any person holding a Membership in the Association pursuant to this Declaration.

Ff. “Membership” shall mean a membership in the Association and the rights granted to the Owners and Declarant pursuant to Article VI to participate in the Association.

Gg. “Owner” (when so capitalized) shall mean the record holder of legal, beneficial or equitable title to the fee simple interest of any Lot or Parcel including, without limitation, one who is buying a Lot or Parcel under a recorded contract, but excluding others who hold such title merely as security. Owner shall not include a lessee or tenant of a Lot or Parcel. In the case of Lots or Parcels the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the Trustor. In the case of Lots or Parcels the fee simple title to which is vested in a trustee pursuant to a trust agreement the beneficiary of any such trust entitled to possession shall be deemed to be the Owner. And Owner shall

include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel

Hh. "Parcel" shall mean an area of real property within Tatum Ranch limited by a Tract Declaration to one of the following Land Use Classifications: Apartment Development Use, Residential Condominium Development Use (but only until the declaration of condominium therefore is recorded), Commercial Office Use, General Public or Quasi-Public Use, Resort Hotel or Motel Use, Church Use, General Commercial Use, Industrial Park Use, and Utility or Well-Site Use. The term Parcel shall also include an area of land as to which a Tract Declaration has been recorded designating the area for Single Family Residential use or Cluster Residential use but which has not yet been subdivided into Lots and related amenities and rights-of-way but any such area shall cease to be a Parcel upon the recordation of a subdivision plat or other instrument covering the area and creating Lots and related amenities. Notwithstanding the foregoing provisions, a Parcel shall not include a Lot, the Golf Course Land or any Association Land but, in the case of staged developments, shall include areas not yet included in a subdivision plat, declaration of condominium or other recorded instrument creating Lots and related amenities. A Parcel with a Land Use Classification of Apartment Development shall cease to be a Parcel if the Apartment Development is converted to residential Condominium Units.

Ii. "Parcel Assessment" shall mean an assessment levied against less than all of the Lots and Parcels in Tatum Ranch pursuant to Article VII, Section 12 of this Declaration

Jj. "Parcel Assessment Area" shall mean any part of Tatum Ranch designated in a Tract Declaration or on a recorded plat approved by the Declarant as an area which is to be maintained, repaired, and replaced by the Association, but which is for the sole or primary benefit of the Owners of less than all of the Lots and Parcels in Tatum Ranch.

Kk. "Party Walls" shall mean a wall constructed on or immediately adjacent to the common boundary of Lots, Parcels, Common Areas or other areas in Tatum Ranch.

Ll. "Rental Apartments" shall mean Dwelling Units within a permanent improvement consisting of three (3) or more commercially integrated Dwelling Units under single ownership upon one or more contiguous Parcels, each of which is designed and utilized, otherwise than as a hotel or on some other transient basis, for rental or leased residential purposes to non-owners on a non-cooperative basis.

Mm. "Resident" shall mean:

(1) Each buyer under a contract of sale covering any part of the Assessable Property, regardless of whether the contract is recorded, and

each tenant or lessee actually residing or conducting a business on any part of the Assessable Property; and

(2) Members of the immediate family of each Owner, lessee, tenant and of each buyer referred to in subparagraph (1) actually living in the same household with such Owner, lessee, tenant or buyer.

Subject to such rules and regulations as the Association may hereafter specify (including the imposition of special non-resident fees for use of Association Land if the Association shall so direct), the term "Resident" also shall include the on-site employees, guests or invitees of any such Owner, lessee, buyer or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

Nn. "Residential Areas" shall include Single Family Residential Developments, Cluster Residential Developments Residential Condominium Developments, all common recreational areas and facilities associated with any of the foregoing Residential areas and other non-commercial and non-industrial areas. The Residential Architectural Committee shall be the governing Architectural Committee with respect to all Residential Areas. Association Land and all Common Areas shall be deemed Residential Areas and shall be governed by the Residential Architectural Committee.

Oo. "Residential Memberships" shall be Memberships attributable to the ownership of Lots or other Residential Areas within Tatum Ranch.

Pp. "Single Family" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

Qq. "Special Assessment" shall mean any assessment levied and assessed pursuant to Article VII, Section 5.

Rr. "Special Use Fees" shall mean special fees authorized by this Declaration which an Owner, Resident or any other person is obligated to pay the Association over, above and in addition to any Annual, Parcel and Special Assessments or Maintenance Charges impose or payable hereunder. The amount of any Special Use Fee shall be determined in the Board's sole discretion, provided all such Fees must be fair and reasonable.

Ss. "Tatum Ranch" shall meant he real property described on Page 1 and Exhibit A of this Declaration and the development to be completed thereon, together with any real property hereafter annexed pursuant to the provisions of this Declaration.

Tt. "Tatum Ranch Rules" shall mean the rules for Tatum Ranch adopted by the Board pursuant to Article V, Section 3.

Uu. "Tract Declaration" shall mean a declaration recorded pursuant to Article IV, Section 1 of this Declaration.

Vv. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall standing on neighboring property, on the level of the base of the structure or building being viewed.

ARTICLE II

PROPERTY SUBJECT TO TATUM RANCH DECLARATION

Section 1. General Declaration Creating Tatum Ranch. Declarant hereby declares that all of Tatum Ranch (except any property which is hereafter excluded or abandoned pursuant to the provisions of this Declaration) is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration as amended or modified from time to time. In addition, all of the real property within Tatum Ranch shall be subject to recorded Tract Declarations as applicable and as amended from time to time. Declarant intends to develop Tatum Ranch by subdivision into various Lots, Parcels and other areas and to sell and convey such Lots and Parcels. As portions of Tatum Ranch are developed or sold to other builders or developers for development, Declarant shall record one or more Tract Declarations covering such property. Said Tract Declarations will specify the Land Use Classification(s) and permitted uses of property described therein (in accordance with Article IV hereof) and will incorporate this Declaration and establish such additional covenants, conditions and restrictions as may be appropriate for that property. This Declaration and all subsequent Tract Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of Tatum Ranch and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of Tatum Ranch and every part thereof. All of this Declaration and applicable Tract Declarations shall run with Tatum Ranch for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and Residents and their successors in interest. Nothing in this Declaration shall be construed to prevent the Declarant from modifying the Master Development Plan or any portions thereof regarding any property owned by the Declarant or regarding any other property as to which a Tract Declaration has not been recorded. This Declaration shall not be construed to prevent the Declarant from dedicating or conveying portions of Tatum Ranch, including streets or roadways, for uses other than as a Lot, Parcel, Golf Course Land, Common Area or Association Land, subject to the provisions of Article IV, Section 1.

Section 2. Association Bound. Upon approval by the Arizona Corporation Commission of Articles of Incorporation of the Association, the Covenants shall be binding upon and shall benefit the Association

ARTICLE III

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

Section 1. Easements of Enjoyment. Every 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 every Lot and Parcel. All Residents, other than Owners, shall have a nonexclusive, nontransferable temporary easement to use and enjoy the Common Areas so long as they remain Residents. The foregoing grant and rights are subject, among other things, to the following limitations:

(a) The right of the Association to charge reasonable admission and other Special Use Fees for the use of any recreational or other facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use Common Area recreational facilities by any Member (i) for any period during which any Assessment against his Lot or Parcel remains delinquent; (ii) for a period not to exceed 60 days for any infraction of this Declaration, a Tract Declaration, the Tatum Ranch Rules or applicable Architectural Guidelines, and (iii) for successive 60 day periods if any such infraction is not corrected during any preceding 60 day suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the City of Phoenix effective prior to the date hereof or unless specified hereafter on a recorded subdivision plat, no such dedication or transfer shall be effective unless an instrument signed by the Owners of two-thirds (?) of the Memberships in each class of Members agreeing to such dedication or transfer has been recorded, except that the Board shall have authority without Membership approval to transfer to such public agencies, authorities or utilities, easements and rights-of-way which are intended to benefit Tatum Ranch and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members.

(d) The right of the Association to regulate the use of the Common Areas through the Tatum Ranch Rules and to prohibit access to those Common Areas, such as landscaped areas, not intended for use by the Owners or Residents.

(e) The right of the Association to change the use of Common Areas and to change the size, shape or location of the Common Areas as provided in Article XII, Sections 4 and 5.

Section 2. Delegation of Use. Any Owner may, in accordance with this Declaration and the Tatum Ranch Rules and the limitations therein contained, delegate his right of enjoyment in the Common Areas and facilities to the members of his family, his tenants or lessees, his guests or invitees or to his tenant's family, guests or invitees.

Section 3. Rights of Ingress and Egress. Every Owner shall have an unrestricted right of ingress and egress to his Lot(s) and/or Parcel(s) (which right shall be perpetual and shall be appurtenant to and shall pass with the title to said Lot (s) or Parcel(s)) over the following areas:

(a) for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Common Areas; and

(b) for pedestrian and vehicular traffic over, through and across the Common Area streets and roadways, if any, which are designated and paved for such purpose.

Any Owner may, in accordance with this Declaration and the Tatum Ranch Rules, delegate his right of ingress and egress to the members of his family, his guests, and his tenants (including his tenant's family and guests).

Section 4. Easements for Encroachments. Each Lot and parcel, the Common Areas, and all other areas in Tatum Ranch shall be subject to an easement of not more than eighteen inches for encroachments of walls, ledges, roofs and other structures created by construction, settling and overhangs as originally designed and constructed by the Declarant or other developer. If any such improvement on the Common areas encroaches upon any Lot, parcel or other area, or if any such improvement on any Lot, Parcel or other area encroaches upon any portion of the Common Areas, or if any such improvement on any Lot, Parcel or other area encroaches upon another Lot, Parcel or other area, a valid easement for said encroachments and for the maintenance thereof shall exist. In the event any structure on any Lot, Parcel, Common Area or other area is repaired, altered or reconstructed in accordance with the original plans and specifications, similar encroachments shall be permitted and a valid easement for said encroachments and for the maintenance thereof shall exist.

ARTICLE IV

LAND USE CLASSIFICATIONS AND USE RESTRICTIONS

Section 1. Land Use Classifications. As portions of Tatum Ranch are readied for development or sale to developers, the Land Use Classifications, including any number of subclassifications thereof for any special uses, shall be fixed by Declarant in a Tract Declaration which shall be recorded for that portion of Tatum Ranch. Any such Tract Declaration may include additional covenants and restrictions and shall be construed as a supplement to this Declaration and fully a part hereof for all purposes to the same extent as if all of the provisions thereof were sent forth in this Declaration. The Land Use Classifications for Lots, Parcels and Association Land established by a Tract Declaration shall not be changed except as specifically permitted by this Declaration. The contemplated Land Use Classifications are as follows:

- (a) Single Family Residential Use.
- (b) Apartment Development Use, which may be converted to Residential Condominium Development Use upon approval by the Declarant or the Board.
- (c) Residential Condominium Development Use, which may be converted to Apartment Development Use upon approval by the Declarant or the Board.
- (d) Commercial Office Use, including but not limited to office condominiums and business parks.
- (e) Industrial Park Use.
- (f) General commercial Use, including but not limited to business parks, restaurants, recreational facilities not owned by the Association or any residential Ancillary Association, shopping centers, commercial storage, commercial recreational vehicle storage and other commercial uses.
- (g) Association Use, which may include common recreational and other areas owned and maintained by the Association.
- (h) Golf Course Use including any clubhouse and any other recreational and maintenance uses operated in connection therewith.
- (i) Utility or Well-Site Use including maintenance and storage related thereto. A parcel with a Land Use Classification of Utility Use may be used as a cable headed facility, which facility may include satellite receiving dishes of sixteen feet or more in diameter and a tower of fifty feet or more in height.

(j) General Public or Quasi-Public Uses approved by the Declarant or the Board, including but not limited to, public or private schools, libraries, any parks or playgrounds which are not Association Land and fire stations.

(k) Cluster Residential Use, which shall consist of Lots with dwelling units intended for Single Family occupancy and may include those types of residential housing arrangements known as townhouses, clustered housing, duplexes, zero-lot line housing and similar arrangements, together with any related amenities.

(l) Resort, Hotel or Motel Use including time share apartments or condominiums. A Tract Declaration establishing a Land Use Classification for specified property as Resort, Hotel or Motel Use may also exempt that property from any and all architectural and use restrictions contained in this Declaration, including, but not limited to the provisions of Section 2 of this Article IV, Section 3 of Article V, and Article XI; however, in that event such property and the Owners thereof shall continue to be subject to Assessments and all other obligations and rights associated with Membership in the Association. However, in the event that said Resort, Hotel or Motel property is exempted from architectural control, the Owners of such property shall not be entitled to participate in the election of the members of the Commercial Architectural Committee.

(m) Church Use.

Unless otherwise specifically provided in this Declaration, the definitions and characteristics of such Land Use Classifications, and specific permitted and prohibited uses in such Classifications or any subclassifications or combined classifications, shall be determined in the Tract Declaration and shall be within the complete discretion of the Declarant. All Tract Declarations shall be subject to applicable zoning laws. If a Tract Declaration or recorded plat approved by the Declarant designates any Parcel Assessment Areas, the Tract Declaration or plat shall also designate the Lots and Parcels which solely or primarily benefit from the Parcel Assessment Area and which shall be subject to a Parcel Assessment pursuant to Article VII, Section 12 of this Declaration.

Section 2. Covenants Applicable to Lots, Parcels and Other Areas Within All Land Use Classifications. Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all Lots, Parcels and other areas in Tatum Ranch, and the Owners, Residents and tenants thereof, whether or not a Tract Declaration has been recorded on said property and regardless of the Land Use Classification of such property:

(a) Architectural Control. Except as otherwise expressly provided in this Declaration, the Architectural Guidelines or any applicable Tract Declaration which has been approved by the Declarant, (i) no improvements (whether or temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping or other work which in any way alters the exterior appearance of any property within Tatum Ranch or improvements thereon from its natural or improved state existing on the date this Declaration is recorded shall be made or done, and (ii) no building, fence, exterior wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the governing Architectural Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade, lighting or landscaping of any area in Tatum Ranch, shall be subject to the prior written approval of the governing Architectural Committee. No changes or deviations in or from the plans and specifications once approved by the governing Architectural Committee shall be made without the prior written approval of the governing Architectural Committee. Once construction of an improvement has been commenced on the Property, Owner shall diligently pursue completion of such improvement in accordance with approved plans. The Declarant shall be exempt from the requirements of this subsection (a) and therefore all improvements, alterations, repairs, excavation, grading, lighting, landscaping or other work performed, constructed or installed by the Declarant shall be deemed approved by the governing Architectural Committee.

(b) Animals. Except as otherwise expressly permitted in an applicable Tract Declaration, no animals, birds, fowl or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, Parcel or other area in Tatum Ranch and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other Owners. It shall be the responsibility of each Owner to remove immediately any droppings from pets. No structure for the care, housing or confinement of any animal, bird, fowl or livestock shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the governing Architectural Committee. Upon the written request of any Member or Resident, the governing Architectural Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this subsection, a particular animal or bird is generally recognized house or yard pet, whether such a pet is a problem or nuisance or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the governing Architectural Committee shall be enforceable in the same manner as other restrictions contained herein. The

Commercial Architectural Committee shall have the authority to exempt from the foregoing restrictions, or portions thereof, a pet shop, veterinarian office, animal hospital or laboratory in a General Commercial Land Use Classification.

(c) Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures may be used on any property for construction, repair or sales purposes, with the prior written approval of the governing Architectural Committee and for the time period approved by the governing Architectural Committee.

(d) Maintenance of Landscaping and Driveways. Unless otherwise provided in a recorded instrument approved by Declarant or the Association, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (i) his Lot or Parcel (including set back areas and Common Areas located thereon); (ii) public right-of-way areas between sidewalks (or bikepaths) and the street curb on the front or side of his Lot or Parcel; (iii) public areas between a sidewalk and the Lot or Parcel boundary; (iv) portions of Common Area adjacent to the Owner's Lot or Parcel and which lie on the Lot's or Parcels' side of a wall erected on the Common Area; and (v) other public or easement areas adjacent to his Lot or Parcel. However, in the event the maintenance of the above areas is the responsibility of the Association, and Ancillary Association, a utility, or a governmental or similar authority, then the Owners shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance. 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. Each Owner will be required to comply with landscaping Design Guidelines established by the governing Architectural Committee, including but not limited to specific plant selections and the timing of landscape installation. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on his Lot or Parcel. All areas maintained by an Ancillary Association shall be improved and maintained in a manner which is consistent with the Tatum Ranch Rules and Architectural Guidelines.

(e) Nuisances; Construction Activities. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, Parcel or other area in Tatum Ranch, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot,

Parcel or other area in Tatum Ranch. The governing Architectural Committee shall have the exclusive right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing provisions and except as otherwise permitted herein, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements in Tatum Ranch shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots and Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the governing Architectural Committee. An Owner shall be responsible for and shall promptly perform all on-site and construction cleanup occasioned by his contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any Lot or Parcel during construction of improvements may be kept only in areas approved by the governing Architectural Committee, which may also require screening of the storage areas. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers.

(f) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot, Parcel or other area which shall induce, breed or harbor diseases or insects.

(g) Repair of Building. No building or structure on any area in Tatum Ranch shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection (a) above, such building or structure shall be promptly repaired, rebuilt or demolished. In the event an Owner fails to comply with this provision, the Board may give notice to the offending Owner and may then proceed to repair the building or improvement and charge the Owner therefore as permitted in Section 3 of Article X.

(h) Antennas. Unless governed by 47 C.F.R. § 1.4000 (Over-the-Air Reception Devices Rule), as amended, repealed or recodified, any antenna, dish, or other device for the transmission or reception of television, internet or radio signals or any form of electromagnetic radiation and all associated equipment shall not be erected, used or maintained outdoors on any area in Tatum Ranch (whether attached to a building or otherwise) so as to be Visible from Neighboring Property or the Common Areas, unless approved in writing by the Architectural Committee. Any device governed by 47 C.F.R. § 1.4000 as amended, repealed or recodified, shall comply with the applicable Design Guidelines and shall be

mounted, to the extent reasonably possible, so as not to be Visible from Neighboring Property or the Common Areas. Devices used to transmit signals to and/or receive signals from multiple customer locations (including, but not limited to non-"customer end antennas", "hub" or "relay" antennas) shall not be permitted unless approved in writing by the Architectural Committee, but in no event shall such devices be permitted on any Lot which is limited to residential use by a Tract Declaration.*

(i) Mineral Exploration. No area in Tatum Ranch (other than a parcel designated as a Well-site) shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

(j) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, Parcel, or other area in Tatum Ranch except in covered containers of a type, size and style which are approved by the governing Architectural Committee. Unless otherwise approved by the governing Architectural committee, such containers shall be maintained and stored so as to not be Visible From Neighboring Property except to make the same available for collection. All rubbish, trash and garbage shall be removed from the Lots, Parcels and other areas in Tatum Ranch and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained in Tatum Ranch.

(k) Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be placed or maintained in Tatum Ranch unless they are not Visible From Neighboring Property.

(l) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained in Tatum Ranch without the prior written approval of the Architectural Committee, except (i) such machinery or equipment as is usual and customary in connection with the use maintenance or construction (during the period of construction) of an approved building, appurtenant structures, or other approved improvements; and (ii) that which the Association may require for the construction, operation and maintenance of Tatum Ranch.*

(m) Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained in Tatum Ranch except:

(i) Signs required by legal proceedings.

(ii) Not more than two identification signs for individual detached residences, each with a face area of seventy-two square inches or less and not more than one identification sign with a face area of seventy-two square inches or less for each attached residence.

(iii) Such other signs (including but not limited to “for sale” and “for lease” signs, construction job identification signs, builders signs, directional signs and subdivision, shopping center, apartment and business identification signs) which are in conformance with the requirements of the City of Phoenix and which have been approved in writing by the governing Architectural committee or the Declarant as to size, colors, design, message content and location.

(n) Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot or Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot or Parcel nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant or the governing Architectural committee. This provision shall not apply to transfers of an undivided ownership interest in the whole of any Lot or Parcel. Further, this provision shall not, in any way, Limit Declarant from subdividing or separating into Lots or Parcels any property at any time owned by Declarant. Unless otherwise approved by the Declarant, no buildings or other permanent structures shall be constructed on any area in Tatum Ranch until a Tract Declaration has been recorded on such property. No subdivision plat, Tract Declaration or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any property in Tatum Ranch unless the provisions thereof have first been approved in writing by the Declarant or the governing Architectural Committee and any plat, Tract Declaration or other covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. Once a Parcel has been subdivided into Lots by a recorded plat, that Parcel may not be resubdivided into a greater number of Lots without the approval of the Declarant. No application for rezoning of any Lot or Parcel, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the property has been approved by the Declarant or the governing Architectural Committee and the proposed use otherwise complies with this Declaration, any applicable Tract Declaration and the general plan of development for Tatum Ranch.

(o) Utility Easements. There is hereby created a blanket easement upon, across, over and under Tatum Ranch, for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to water, sewers gas, telephones, electricity,

television cable or communication lines and other systems as such utilities are installed in connection with the initial development of the property. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the property. Notwithstanding anything to the contrary contained in this Subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any area in Tatum Ranch except as initially programmed and approved by the Declarant or the governing Architectural committee, or, if installed after recordation of the Tract Declaration, as approved by the Owner and the governing Architectural Committee.

(p) Party Walls. Except as hereinafter provided, the rights and duties of Owners of contiguous properties which have Party Walls shall be as follows:

(i) Each Owner shall have the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof.

(ii) If a Party Wall is damaged or destroyed through the act or failure to act of an Owner or any of his tenants, agents, guests or members of his family, (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild and repair the Party Wall without cost to the Owner of the adjoining property.

(iii) In the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Owner, his tenants, agents, guests or family, it shall be the obligation of all Owners whose properties adjoin such Party Wall to rebuild and repair such Wall at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their respective properties on the damaged or destroyed Party Wall.

(iv) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Notwithstanding any such decision, an Owner may seek indemnity from any party causing the damage.

(v) Notwithstanding the foregoing and unless otherwise indicated in an applicable Tract Declaration or other recorded document, in the case

of Party Walls (1) between Common Areas and Lots or Parcels, or (2) constructed by the Declarant or the Association on Common Areas within a Lot or Parcel, the Association shall be responsible for all maintenance thereof, subject to the provisions of Article X, Sections 2 and 3; except that each Owner of a Lot or Parcel shall remain responsible for painting and maintaining the surface of the portion of the Party Wall facing his Lot or Parcel and/or the portion of the Party Wall which is not a portion of the Common Area, and except that an adjoining Owner shall reimburse the Association for one-half of the costs incurred by the Association for any structural repair of the Party Wall located on that Owner's property.

(vi) The provisions of this Subsection (p) shall not apply to any Party Wall which separates the interiors of two Dwelling Units or to any Party Wall which also constitutes an exterior wall of a Dwelling Unit. The rights of the Owners of such Dwelling Units with respect to such Party Walls shall be governed by the applicable Tract Declaration, by any additional covenants or by the plats recorded by the developer of the Dwelling Units.

(vii) Notwithstanding the foregoing, any Party Wall separating a Lot or Parcel from the Golf Course, or separating common Areas from the Golf Course, shall be maintained, repaired and replaced as necessary at the sole expense of the adjoining Lot or Parcel Owner, or in the event the adjoining property is Common Area at the sole expense of the Association. The Owner of the Golf Course shall have no responsibility or liability for the maintenance of such Party Walls.

(q) Perimeter Walls. Perimeter walls and other fencing shall be constructed in accordance with Design Guidelines to be promulgated by the governing Architectural Committee. All fences adjoining the Golf Course, Common Areas, parks or washes shall be constructed and maintained in accordance with specifications established by the governing Architectural Committee for the purpose of preserving and protecting the views from adjoining properties. Subject to the provisions of Article X, Sections 2 and 3, the perimeter walls, if any, along both sides of Tatum Boulevard, Cave Creek Road, Dixileta Drive, Desert Willow Parkway, Peak View Road, and along the west side of 52nd Street, the east side of 40th Street and the south side of Lone Mountain Road shall be maintained by the Association, except that each Owner shall remain responsible for painting and maintaining the surface of the portion of the perimeter wall facing his Lot or Parcel and except that the Owner shall reimburse the Association for one-half of the costs of any structural repair of that portion of the perimeter wall located on that Owner's property or on or near that Owner's property boundary. The Board shall have sole discretion with respect to the

maintenance of the exterior surface facing the arterial and the structural repair of the perimeter walls. The Association shall be responsible for the maintenance of

(i) all landscaping immediately outside the perimeter walls and fences and adjoining the arterial right-of-way, and

(ii) all areas immediately outside a perimeter wall and adjoining a Common Area wash,

except any maintenance assumed by the City of Phoenix, by an Ancillary Association, or by the Owner of the adjoining Lot or Parcel.

(r) Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in Tatum Ranch unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for

(i) boxes on the ground for electrical or communications connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices, and

(ii) such above ground electrical apparatus as may be convenient or necessary reasonably on any well sites or Parcels designated for Utility Use.

Notwithstanding the foregoing, no above ground electrical apparatus shall be installed without the approval of the Declarant or the governing Architectural Committee. All lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the governing Architectural Committee. The installation and location of all utility lines and equipment must be approved in advance by the Declarant or the governing Architectural Committee. Temporary above ground power or telephone structures and water lines incident to construction activities, shall be permitted with the prior written approval of the governing Architectural Committee. The foregoing provisions do not apply to the easement owned by the United States and used for the Prescott Pinnacle Peak 230-KV transmission line.

(s) Overhead Encroachments. No tree, shrub or planting of any kind on any Lot, Parcel or other area shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, bike path, equestrian trail, pedestrian way, the Golf Course or other area from ground level to a height of eight (8) feet without the prior written approval of the governing Architectural Committee.

(t) Trucks, Trailers, Campers and Boats. No motor vehicle (classed by manufacturer rating as exceeding _-ton), mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked or stored on any area in Tatum Ranch so as to be Visible From Neighboring Property, Common Area or street; provided, however, this provision shall not apply to (i) pickup trucks of less than _-ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked as provided in subsection (v) below and are used on a regular and recurring basis for basic transportation; (ii) trucks, trailers and campers parked in a recreational vehicle storage area within a residential area or other areas designated for such parking in non-residential Land Use Classifications, provided however, that all such parking areas have been approved by the governing Architectural Committee or the Declarant; or (iii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the governing Architectural Committee.

(u) Motor Vehicles. No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Lot, Parcel, street or other area in Tatum Ranch, and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property or to be visible from Common Areas or streets; provided, however, that this provision shall not apply to (i) emergency vehicle repairs; (ii) any automobile repair business which may be permitted in any Industrial Park or General Commercial Land Use Classification; (iii) the parking of motor vehicles in garages or other parking areas in Tatum Ranch designated or approved by the Declarant or the governing Architectural Committee so long as such vehicles are in good operating condition and appearance and are not under repair; and (iv) the storage of motor vehicles in an area designated for such purposes on a Tract Declaration or on a site plan approved by the governing Architectural Committee.

(v) Parking. Vehicles of all Owner and Residents, and of their employees, guests and invitees, are to be kept in garages, carports and other parking areas designated or approved by the Declarant or the governing Architectural Committee; provided, however, this Section shall not be construed to permit the parking or storing in the above described areas of any vehicle whose parking or storage in Tatum Ranch is otherwise prohibited herein. The Tatum Ranch Rules may permit temporary parking on streets or other Tatum Ranch areas for public or private social events or other permitted activities.

(w) Roofs. No solar energy device, air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a

Dwelling Unit without the prior written approval of the Architectural Committee.*

(x) Window Treatments. Within one hundred and twenty (120) days of occupancy each Owner of a Dwelling Unit shall install permanent draperies or suitable window treatments on all windows Visible From Neighboring Property. In no event shall windows be covered with paper, aluminum foil, bed sheets or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the Architectural Committee.

(y) Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his Lot or Parcel from or to any other Lot or Parcel as that pattern may be established or altered by the Declarant or other developer.

(z) Garage Openings. No garage door shall be open except when necessary for access to and from the garage. No parking area or garage shall be used to store junk or other unsightly material.

(aa) Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot or Parcel, any member of the governing Architectural Committee, any member of the Board or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot, Parcel or other area, and the improvements constructed or being constructed thereon, (except for the interior portions of any completed and occupied Dwelling Unit) to determine compliance with this Declaration, the Architectural Guidelines, or any approval stipulations issued by the governing Architectural Committee or to perform repairs and maintenance as provided in Article X, Section 3, and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Association shall have an easement and right of entry upon any Lot, Parcel or other area at any time or times without notice in order to perform emergency repairs.

(bb) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or by other developers or their duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within Tatum Ranch if those structures, improvements or signs have been approved by the Declarant or the governing Architectural Committee.

(cc) Health, Safety and Welfare. In the event additional uses, activities and facilities are deemed by the governing Architectural Committee to be a nuisance or to adversely affect the health, safety or welfare of Owners or

Residents, the governing Architectural Committee may make rules restricting or regulating their presence in Tatum Ranch as part of the Architectural Guidelines; provided, however, that the Residential Architectural Committee shall have such power only with respect to Residential Areas and the Commercial Architectural Committee shall have such power only with respect to Commercial Areas of Tatum Ranch.

(dd) Model Homes. The provisions of this Declaration and of Tract Declarations which prohibit nonresidential use of Lots and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes and sales offices and parking areas incidental thereto by persons engaged in the construction or marketing of Dwelling Units in Tatum Ranch provided that the location and the opening and closing hours of such model homes are approved by the Residential Architectural Committee, and provided that the construction, operation and maintenance of such model homes otherwise comply with all of the provisions of this Declaration and with the ordinances of the City of Phoenix. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner thereof is not actively engaged in the construction and sale of Dwelling Units in Tatum Ranch and no home shall be used as a model home for the sale of homes not located in Tatum Ranch.

(ee) Incidental Uses. The Declarant or the governing Architectural Committee may approve, regulate or restrict incidental uses of property within a Land Use Classification. By way of example and not of limitation, the Declarant or the governing Architectural Committee may permit: private roadways; tennis and/or swimming clubs intended primarily for the benefit of all or certain Owners and Residents; and tennis courts, swimming pools and other recreational amenities.

(ff) Leases. Any agreement for the lease of all or any portion of Lot or Parcel must be in writing and must be expressly subject to this Declaration, the Tatum Ranch Rules, the Design Guidelines, the Articles and the Bylaws. Any violation of these documents shall be a default under the lease. An Owner shall notify the Association regarding the existence of all leases. The Owner shall remain liable for compliance with the Declaration, Articles, Bylaws, Tatum Ranch Rules and Design Guidelines and shall be responsible for any violations thereof by his tenant or his tenant's family and guests. All notices shall be sent to the Owner.

Section 3. Covenants Applicable to Lots Within Single Family Residential Land Use Classification. The following Covenants shall apply only to Lots and the Owners and Residents thereof lying within a Single Family Residential Land Use Classification:

(a) General. Property classified as Single Family Residential Use under a Tract Declaration may be used only for the construction and occupancy of Single Family detached Dwelling Units and typical residential activities incidental thereto, such as the construction and use of private swimming pools, together with common recreational facilities or other common areas or amenities, if any. All Lots within such Land Use Classification shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other nonresidential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (iv) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents and Owners, as may be determined in the sole discretion of the Board. The terms “business,” “occupation,” “profession” and “trade,” as used in this Section 3 and in the immediately following Section 4, 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: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business as defined herein. This restriction shall not apply to any activity conducted by the Declarant or other developer with respect to its development and sale of property within Tatum Ranch.

(b) Tenants. The entire Dwelling Unit and Lot may be let to a single family tenant or lessee from time to time by the Owner, subject to the provisions of this Declaration, the Tatum Ranch Rules, any applicable Architectural Guidelines and the Tract Declaration.

Section 4. Covenants Applicable to Property Within a Residential Condominium Development Land Use Classification and a Cluster Residential Land Use Classification. The following Covenants shall apply only to Dwelling Units and the Owners and Residents thereof lying within a Residential Condominium Development Land Use Classification and a Cluster Residential Land Use Classification:

(a) General. Property classified as Residential Condominium Development Use or as Cluster Residential Use under a Tract Declaration may be used only for the construction and occupancy of Single Family Dwelling Units,

together with common recreational facilities and other common areas, if any. In addition, a management office may be maintained on such property for the purpose of leasing and managing Dwelling Units and related improvements on such property. All Lots within such Land Use Classifications shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other nonresidential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (iv) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents and Owners, as may be determined in the sole discretion of the Board. This restriction shall not apply to any activity conducted by the Declarant or other developer with respect to its development and sale of property within Tatum Ranch.

(b) Tenants. The entire Dwelling Unit may be let to a single family tenant from time to time by the owner, subject to the provisions of this Declaration, the Tatum Ranch Rules, any applicable Architectural Guidelines and the Tract Declaration.

Section 5. Covenants Applicable to Golf Course Land Use Classification.

(a) General. The Golf Course Land shall be designated as such a plat and/or a Tract Declaration recorded by the Declarant. Unless otherwise provided in an applicable Tract Declaration, the Golf Course Land and any clubhouse and associated recreational and maintenance facilities shall not be Common Area but shall be privately owned. No Association membership rights (including but not limited to the right to elect the members of either Architectural Committee), responsibilities or assessments shall be attributed or charge to the Golf Course Land. Neither Membership in the Association nor ownership or occupancy of a Lot or Parcel shall confer any ownership in or right to use the Golf Course. No representations or warranties have been made or will be made by the Declarant or any other person or entity with regard to the continuing ownership or operation of the Golf Course. The provisions of this Section 5 and any other provisions of this Declaration concerning the Golf Course may not be amended without the approval of the Owner of the Golf Course.

(b) Use Restriction. The Golf Course Land shall be used solely as a golf course, park, recreation area (including but not limited to a driving range, clubhouse, pro shop, lakes, tennis courts, swimming pools, picnic areas, armadas

and other recreational and associated maintenance facilities) or for open space or desert landscaping purposes. Notwithstanding the foregoing and subject to applicable zoning regulations, the Owner of the Golf Course Land, without approval from the Board or other Owners, may amend the Tract Declaration covering the Golf Course to alter the use of the Gold Course Land or any portion thereof. As long as the Declarant has a fee title, or a beneficial or security interest in any Tatum Ranch property, any amendment to the Golf Course Tract Declaration must be approved by the Declarant

(c) Operation of Golf Course. The Golf Course and the clubhouse and other facilities located on the Golf Course Land shall be operated in such a manner so as not to create a nuisance for the Owners and Residents of Tatum Ranch. However, the Golf Course shall not be subject tot the provisions of Section 2 of this Article IV and exterior speakers are expressly permitted on the Golf Course. Activities and uses permitted on the Golf Course Land shall include all activities normally associated with the operation and maintenance of a golf course and nay and all other recreational activities and facilities permitted under subsection (b) above, approved by the Declarant, or permitted by the applicable Tract Declaration, including but not limited to the conduct of tournaments, equestrian races and other recreational events which may include spectators, television, radio and other media coverage, and various related activities. Notwithstanding other provisions of this Declaration or the Tatum Ranch Rules restricting parking, members of the public shall have the right to park their vehicles on roadways within Tatum Ranch at reasonable times before, during and following golf tournaments and other permitted functions held on the Golf Course Land.

(d) Golf Balls. The Owners, Residents, guests and other persons owning, occupying or using any Lot, Parcel or other area adjoining the Golf Course are deemed to have assumed the risks of personal injury or property damage resulting from golf balls unintentionally hit onto such Lot, Parcel or other area by persons playing golf on the Golf Course.

Section 6. Variances. The Board or governing Architectural Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set for h in Article IV of this Declaration or in any Tract Declaration if the Board or governing Architectural committee determines in its discretion (a) either (i) that a restriction would create an unreasonable hardship or burden on an Owner or (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse affect on the Owners and Residents of Tatum Ranch and is consistent with the high quality of life intended for Residents of Tatum Ranch. The request for a variance must be made in writing and must be accompanied by adequate supporting documentation.

ARTICLE V

ORGANIZATION OF ASSOCIATION

Section 1. Formation of Association. The Association shall be a non-profit Arizona corporation. Upon incorporation, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors and Officers. 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 as the same may be amended from time to time. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager and any employees of the Association. The Board's responsibilities shall include, but shall not be limited to, the following:

- (a) administration, including administrative support as required for both Architectural Committees;
- (b) preparing and administering an operational budget;
- (c) establishing and administering an adequate reserve fund;
- (d) scheduling and conducting the annual meeting and other meetings of the Members;
- (e) collecting and enforcing the assessments;
- (f) accounting functions and maintaining records;
- (g) promulgation and enforcement of the Tatum Ranch Rules (but not the Architectural Guidelines);
- (h) maintenance of the Common Areas; and
- (i) all the other duties imposed upon the Board pursuant to this Declaration, the Bylaws, the Articles and the Tatum Ranch Rules.

The Board shall not, however, be responsible for those duties and areas of operation specifically designated under the Declaration, the Articles, the Bylaws or the Tatum Ranch Rules as the responsibility of the Residential Architectural committee or the Commercial Architectural committee.

Section 3. The Tatum Ranch Rules and Architectural Guidelines. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as the Tatum Ranch Rules. The Tatum Ranch Rules may restrict and govern the use of the Common Area by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such member; provided, however, that the Tatum Ranch Rules shall not discriminate among Members and shall not be inconsistent with this Declaration, the Articles or the Bylaws. In addition, from time to time and subject to the provisions of this Declaration, the Residential Architectural Committee with respect to the restriction and use of all Tatum Ranch Residential Areas and the Commercial Architectural Committee with respect to the restriction and use of all Tatum Ranch Commercial Areas, shall have the right to adopt, amend and repeal Architectural Guidelines; provided, however, that such rules and guidelines shall be fair and reasonable and shall be consistent with the provisions of this Declaration, the Articles and Bylaws. The authority granted herein to develop rules and guidelines by the Residential Architectural Committee and the Commercial Architectural Committee, and the enforcement powers of these two committees, are given for the purpose of insuring that Tatum Ranch is developed and used according to the general descriptions and intent as evidenced by the Tatum Ranch Master Development Plan, as it may from time to time be amended, and this Declaration. The Residential and Commercial Architectural Committees are specifically responsible for the administration and enforcement of the provisions of Article IV of this Declaration; the administration and enforcement of the guidelines promulgated by such committees; and all other duties and obligations designated to such committees by the Declaration, Articles, Bylaws and Tatum Ranch Rules. Administrative support as required by both Architectural Committees shall be provided by the Board. Upon adoption, the Tatum Ranch Rules and the Architectural Guidelines shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any inconsistency between the rules and regulations adopted by the board and the guidelines adopted by an Architectural Committee, the guidelines adopted by the governing Architectural Committee shall control. Copies of the Tatum Ranch Rules and all Architectural Guidelines as adopted or amended shall be available for inspection at the office of the Association during reasonable business hours.

Section 4. Personal Liability. No Board member, committee member (including but not limited to both Architectural Committees), officer or employee of the Association shall be personally liable to any Member or to any other person or entity, including the

Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence; provided, however, the limitations set forth in this Section 4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct. The Association shall indemnify its committee members, directors and officers when acting on behalf of the Association, to the full extent permitted by law.

Section 5. Ancillary Associations. In the event an Ancillary Association is formed by the developer of a Parcel or subdivision in Tatum Ranch, the articles of incorporation, bylaws and other governing documents for such association (including any declaration of restrictions) shall not be effective unless such documents have been approved by the Association and the governing Architectural Committee. The governing documents for an Ancillary Association must specify that such association and the rights of its members are subject to the provisions of this Declaration, the provisions of the Articles and Bylaws of the Association and the provisions of the Tatum Ranch Rules and Architectural Guidelines. The Board may delegate to an Ancillary Association the responsibility for billing and collecting for some or all of the Assessments.

ARTICLE VI

MEMBERSHIPS AND VOTING

Section 1. Owners of Lots and Parcels. Every Owner of a Lot or Parcel which is subject to assessment shall be a Member of the Association. Each such Owner shall have the following number of Memberships:

- (a) One Membership for each Lot owned by the Member;
- (b) One Membership for each acre (43,560 square feet) or fraction thereof in each Parcel owned by the Member, except any parcels which have a Land Use Classification of Residential Condominium Development Use, Single Family Residential Use or Cluster Residential Use (for purposes of this Declaration, the term "acre" shall mean a net acre of land which does not include any area dedicated as public right-of-way);
- (c) One Membership for each residential Condominium Unit permitted by a recorded declaration of condominium;
- (d) In the case of the Owner of a Parcel designated for Residential condominium Development but as to which a declaration of condominium has not been recorded, one Membership for each Dwelling Unit permitted pursuant to the applicable Tract Declaration or if not specified therein, as permitted upon the Parcel under the Master Development Plan then in effect for Tatum Ranch, the

number of such Dwelling Units to be determined on the assumption that the number of Dwelling Units within a density classification on the Master Development Plan will be spread evenly over all land within the density classification. If a site plan for the Parcel is subsequently approved by the governing Architectural Committee and the City of Phoenix for a number of Dwelling Units different than the number of Dwelling Units assumed pursuant to the Master Development Plan, the number of Memberships will be adjusted, as to the portion of the Parcel covered by the site plan and effective as of the date of adjustment, to reflect the actual number of Dwelling Units authorized by the site plan;

(e) In the case of the Owner of a Parcel with a Land Use Classification of Single Family Residential Use or Cluster Residential Use, one Membership for each Dwelling Unit permitted upon the Parcel under the applicable Tract Declaration or if not specified therein then one Membership for each Dwelling Unit permitted on the Parcel under the Master Development Plan then in effect for Tatum Ranch. If a subdivision plat or other instrument creating Lots is recorded covering all or part of the area within the Parcel, the Parcel shall be reduced in size by the area so platted and the number of Memberships held by the Owner, as Owner of the Parcel, shall be reduced by a number equal to the number of Lots in the recorded subdivision plat. All Memberships attributable to the Parcel shall cease when the land area ceases to be a Parcel because all of the area in the Parcel has been platted or otherwise dedicated to the public; and

(f) One Membership for each office Condominium or other commercial Condominium Unit or Units under common ownership as determined and allocated by the Board; provided, however, that a Parcel subdivided as a commercial condominium shall be allocated at least one Membership per acre or fraction thereof.

Each such Membership 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 one Membership for each Lot and for each acre or fraction thereof in a Parcel as described above, which Memberships shall be shared by any joint owners of, or owners of undivided interests in, a Lot or Parcel. Notwithstanding the foregoing provisions of Section 1, in the event of Owner of two adjoining Lots, or an Owner of a Lot and a portion of an adjoining Lot, combines said areas for use as one residence, upon approval by the Board of Directors, the combined Lots or the combined Lot and adjoining property, as the case may be, shall be treated as one Lot hereunder and shall be entitled to one Membership and charged only one Annual Assessment.

Section 2. Tenants. Tenants of Rental Apartments shall not be Members of the Association. The Owners of a Parcel developed with Rental Apartments shall have one

Membership for each acre or fraction thereof. In the event Rental Apartments are converted to residential Condominiums, then at the time the declaration of condominium is recorded, there shall be one Membership in the Association for each residential Condominium Unit owned.

Section 3. Declarant. The Declarant shall be a Member of the Association for so long as the Declarant owns any land in Tatum Ranch.

Section 4. Voting. The Association shall have two classes of voting Memberships:

Class A. Class A Memberships shall be all Memberships except the Class B Memberships. An Owner shall be entitled to one vote for each Class A Membership held by the Owner subject to the authority of the Board to suspend the Owner's voting rights for violations of this Declaration as provided herein.

Class B. The Class B Memberships shall be all Memberships held by the Declarant. Except as otherwise provided in this Declaration, the Declarant shall be entitled to three (3) votes for each Class B Membership owned. The Class B Member shall be deemed to be the owner of that number of Memberships which is the sum of (a) the maximum number of Dwelling Units permitted on the then current aster Dwelling Units permitted on the then current Master Development Plan and (b) the number of Memberships attributable to the net acres designated for commercial use on such Master Development Plan, minus the number of Class A Memberships then held by Class A Members. As of the date hereof, the Class B Memberships (both residential and commercial) held by the Declarant are deemed to be 5,000. In the even all or any portion of the Annexable Property is hereafter annexed under this Declaration pursuant to Article XIV hereunder, then the number of Memberships attributable to the Class B Member pursuant to this Section shall be increased by the number of residential and commercial Memberships attributable to such Annexable Property. The Class B Memberships shall cease and be converted to Class A Memberships (on the basis of the number of Lots and Parcels owned by the Declarant) on the happening of the first of the following events:

(a) One Hundred and Twenty days after the date when the total votes outstanding in the Class A Memberships equal the total votes outstanding in the Class B Memberships,

(b) Fifteen (15) years from the date of the recording of this Declaration, or

(c) When the Declarant notifies the Association in writing that it relinquishes its Class B Membership.

Section 5. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a unit; fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed that he was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made to the Board, in writing at or prior to the time the vote is cast. In the event more than one vote is cast for a particular Membership, all said votes shall be deemed void.

Section 6. Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles, bylaws, Tatum Ranch Rules and Architectural

Section 7. Transfer of Membership. The rights and obligations of the Owner of a Class A Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot or Parcel and then only to the transferee thereof. A transfer of ownership of a Lot or Parcel may be effected by deed, interstate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as permitted by Arizona law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot or Parcel shall automatically transfer the Membership(s) appurtenant to said Lot or Parcel to the new Owner. Upon the transfer of ownership of any Lot or Parcel (excluding the initial sale by the Declarant) the Board, in its discretion, may assess a reasonable transfer fee to cover administrative costs associated with said transfer of ownership.

Section 8. Adjustment in Votes of Class B Member. In the event this Declaration is hereafter amended to exclude real property from Exhibit A or in the event the general plan of development contemplated by the Master Development Plan (or a modification thereof) is not pursued to completion and an affirmative statement of abandonment of any or all parts of the Master Development Plan is recorded in the office of the County Recorder of Maricopa County, Arizona, then, in such event the number of Memberships deemed owned by the Declarant pursuant to Section 4 above shall be reduced by the number of Memberships attributable on the Master Development Plan to the area so abandoned. In the even the Declarant shall make a "constructive abandonment" of the Master Development Plan, then the number of Memberships deemed owned by

Declarant pursuant to Section 4 above shall be reduced by the number of Memberships attributable on the Master Development Plan to the area so abandoned. For the purposes of this Section, a "constructive abandonment" shall be deemed to have occurred when Declarant shall fail to record a Tract Declaration on any area in Tatum Ranch for a period of five years and all on-site and off-site construction and sales activities at Tatum Ranch shall have ceased for a period of five years and Declarant shall have made no substantial progress towards planning or preparation for continuation of the Master Development Plan for a period of five years. A constructive abandonment shall not occur if the lack of recordation, construction and planning or preparation shall be due to strikes, acts of God, war, riot, insurrection, or other acts which are beyond the control of Declarant. Only areas not then covered by a Tract Declaration may be affirmatively or constructively abandoned.

ARTICLE VII

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 1. Creation of Lien and Personal Obligation for Assessments and Maintenance Charges. The Declarant, for each Lot and Parcel, hereby covenants and agrees, and each Owner by acceptance of a deed therefore (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to accept and be subject to mandatory Membership in the Association and to pay to the Association the following: (1) Annual Assessments, (2) Special Assessments, (3) Parcel Assessments, (4) Maintenance Charges, and (5) Special Use Fees incurred by the Owner or any Resident occupying the Owner's Lot or Parcel or any portion thereof. The annual Assessments, Special Assessments, Parcel Assessments, Maintenance Charges, Special Use Fees and other fees, fines and charges which are the obligation of an Owner hereunder, together with interest, costs, collection agency fees, and reasonable attorneys' fees of the Association incurred in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien upon the Lot or Parcel against which each such Annual, Special or Parcel Assessment, Maintenance Charge or other charge is made and against the Lot or Parcel of an Owner liable for a Special User Fee or other charge and, in addition, shall be the personal obligation of the Owner of such Lot or Parcel at the time when such payment becomes due and payable. The Annual, Special and Parcel Assessments against each Lot or Parcel shall be based on the number of Memberships appurtenant to the Lot or Parcel. The personal obligation for delinquent Assessments and other charges shall not pass to the successors in title of the Owner unless expressly assumed by them, however the Lot or Parcel shall remain subject to the lien of the delinquent assessment except as provided in Article VIII, Section 3 below. No Assessments may be charged against any Lot or Parcel which is not covered by a Tract Declaration, however, Maintenance Charges may be assessed against any property initially covered by or annexed under this Declaration. No Owner may waive or otherwise exempt himself from liability for the Assessments

provided for herein, including, but not limited to, by nonuse of Common Areas or abandonment of his Lot or Parcel. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution, abatement or set-off shall be allowed by reason of any action or failure to act of the Board or Association.

Section 2. Annual Assessments. In order to provide for the uses and purposes specified in Article IX hereof, including the establishment of replacement and maintenance reserves, in each year, commencing with the first Assessment Period, the Board shall prepare and adopt a budget and shall assess against each Lot and Parcel covered by a Tract Declaration (except any Exempt Property) an Annual Assessment. Subject to the provisions of Section 4 hereof, the amount of the Annual Assessment shall be in the sole discretion of the Board but shall be determined with the objective of fulfilling the Association's obligations under this Declaration and providing for the uses and purposes specified in Article IX.

Section 3. Uniform Rate of Annual Assessment. No Annual, Parcel or Special Assessments shall be levied on any property until a Tract Declaration establishing a Land Use Classification has been recorded with respect to that property. The amount of any Annual, Parcel or Special Assessment against each Lot or Parcel shall be fixed at a uniform rate per Membership, except that the following Owners shall pay only twenty-five percent (25%) of the Annual Assessment otherwise attributable to his or its Membership during the periods hereafter specified:

(a) The Owner of a Lot shall pay only twenty-five percent (25%) of the Annual Assessment attributable to his Membership until the earlier of (i) the completion of a Dwelling Unit on the Lot or (ii) six (6) months after the commencement of construction of a Dwelling Unit on the Lot.

(b) The Owner of a Parcel restricted under a Tract Declaration to uses other than residential shall pay only twenty-five percent (25%) of the Annual Assessments otherwise attributable to his Membership until the earlier of (i) the completion of the first building on the Parcel or (ii) six (6) months after commencement of construction of the first building on the Parcel.

(c) The Owner of a Parcel which, under a Tract Declaration, is to be used as an Apartment Development (and which has not been converted to Condominiums) or a Condominium Development (and for which the declaration of condominium has not been recorded) shall pay only twenty-five percent (25%) of the Annual Assessment otherwise attributable to each of his Memberships until an apartment Development or Condominium Development has either been completed on the Parcel or six (6) months have elapsed since construction of the building was commenced.

(d) The Owner of a Parcel which, under a Tract Declaration, has been classified as Single Family Residential Use or Cluster Residential Use (and which remains a Parcel because it has not yet been subdivided) shall pay only twenty-five percent (25%) of the Annual Assessment otherwise attributable to each of his Memberships.

Notwithstanding the foregoing, in the event that a Parcel designated by a Tract Declaration for Apartment Development, Condominium Development or commercial use is developed in distinctly separate phases (as determined by the Board), then with respect to each phase, the Owner shall pay only twenty-five percent (25%) of the Annual Assessments attributable to his membership until the earlier of (i) the completion of that phase or (ii) six (6) months after commencement of construction of that phase. For purposes of this Section 3, a Dwelling Unit or other building shall be deemed completed when, in the opinion of the Board, the building is ready for occupancy or, in the case of a commercial rental building, is ready for the making of interior tenant improvements. If the Owner of a Parcel or Lot ceases to qualify for the reduced twenty-five (25%) rate during the period to which an Annual Assessment is attributable or the Parcel ceases to be a Parcel because it has been subdivided for Single Family Residential Use, the Assessment attributable to the Membership shall be prorated between the applicable rates on the basis of the number of days in the period that the Owner qualified for each rate. As long as the Declarant is a Class B Member and is paying a reduced Annual Assessment, the Declarant shall pay to the Association any deficiency in funds due to the Declarant having paid a reduced Annual Assessment and necessary for the Association to be able to timely pay its expenses. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of these.

Section 4. Maximum Annual Assessment. The Annual Assessment to be established by the Board may not exceed a certain amount, hereinafter referred to as the "Maximum Annual Assessment", which Maximum Annual Assessment shall be determined and shall vary in accordance with the following provisions:

(a) Until January 1, 1989, the Maximum Annual Assessment against each Owner shall be One Hundred and Eighty Dollars (\$180.00) per each Membership, which is equivalent to Fifteen Dollars (\$15.00) per month.

(b) From and after January 1, 1989, the Maximum Annual Assessment shall be automatically increased effective January 1 of each year without a vote of the Membership by an amount which is equal to the greater of:

(i) Five percent (5%) of the Maximum Annual Assessment for the year just ended; or

(ii) the increase during the preceding year of the Consumer Price Index published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics and designated "Consumer Price Index-U.S. City Average for All Urban Consumers, 1967 Equals 100, All Items".

In the event the Bureau of Labor Statistics shall cease to publish the Consumer Price Index and such information is not available from any other source, public or private, then a new formula for determining the automatic annual increase of the Maximum Annual Assessment pursuant to subparagraph (b) (ii) shall be adopted by the Board.

(c) From and after January 1, 1998, the Maximum Annual Assessment may be increased above the Maximum Annual Assessment otherwise determined under Subsection (b) above by a vote of two-thirds (?) of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

(d) Notwithstanding the foregoing limitations described in (a), (b) and (c) above, in the Board's discretion, the Maximum Annual Assessment may be increased as required by increased utility and water costs charged to the Association.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land, including fixtures and personal property related thereto, or for the purposes of defraying other extraordinary expenses, provided that any such assessment shall have the assent of two-thirds (?) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose. Owners qualifying for paying only twenty-five percent (25%) of the Annual Assessment attributable to their Memberships pursuant to Section 3 above shall also be required to pay only twenty-five percent (25%) of the Special Assessment otherwise attributable to each such Membership, unless such Owner is determined by the Board to be directly benefited by the capital improvement financed in whole or in part by such Special Assessment in which event the Owner shall pay the full amount of the Special Assessment attributable to his Membership. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of Annual Assessments for the aforesaid purposes.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 or 5 of this Article shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting

called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Establishment of Assessment Period. The period for which the Annual Assessment and Parcel Assessment is to be levied (the "Assessment Period") shall be the calendar year, except that the first Assessment Period shall commence (a) upon the recording of the first Tract Declaration covering property which is to Exempt Property; or (b) upon such later date as the Board shall determine and shall terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period by recording with the County Recorder of Maricopa County, Arizona, an instrument specifying the new Assessment Period.

Section 8. Billing and Collection Procedures. The Board shall have the right to adopt procedure for the purpose of making, billing and collecting the Assessments provided that said procedures are not inconsistent with the provisions hereof. Annual Assessments and Parcel Assessments may be collected on a monthly, quarterly or annual basis as determined by the Board and Special Assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the Special Assessment. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien thereof shall not be foreclosed or otherwise enforced until the Member has been given not less than fifteen (15) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. Each Member shall be obligated to inform the Association in writing of any change of address. The Association shall be under no duty to refund any payments received by its even though the ownership of a Membership becomes liable for payment of an increased sum pursuant to Section 3 of this Article during the Assessment Period, he shall notify the Association but his failure to notify the Association shall not relieve him of the liability for such amounts. The amount of the Annual and Parcel Assessments against Members who become such during an Assessment Period due to the recordation of a Tract Declaration shall be prorated and such new Members shall not be liable for any previously levied Special Assessments.

Section 9. Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from ten (10) days after the due date until paid at a rate equal to the greater

of (a) twelve percent (12%) per annum, or (b) the rate set by the Board, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. In addition, the board may charge a late fee for all delinquent payments. The Board may also record a Notice of Delinquent Assessment against any Lot or Parcel as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien. The Association shall not be obligated to release any notice recorded pursuant to this section until all Delinquent Assessments, interest and collection costs have been paid in full whether or not all of such amounts are set forth in the Notice of Delinquency.

Section 10. Evidence of Payment of Assessments. Upon receipt of a written request, and within a reasonable period of time thereafter, the Association shall issue to the requesting party a written certificate stating (a) that all Annual, Parcel and Special Assessments, Special Use Fees and Maintenance Charges (including interest, costs and attorneys' fees, if any, as provided in Section 9 above) have been paid with respect of any specified Lot or Parcel as of the date of such certificate, or (b) if such have not been paid, the amounts due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charge must be paid at the time the request for any such certificate is made. Any such certificate shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot or Parcel in question.

Section 11. Property Exempted from the Annual, Parcel and Special Assessments. Exempt Property shall be exempt from the assessment of the Annual, Parcel and Special Assessments, but such property shall not be exempt from fines, special Use Fees or the Maintenance charges provided for in Article X, Sections 2 and 3; from attorneys' fees, costs and expenses as described in Article XII, Section 2; or from the Assessment Lien to secure said Maintenance Charges, attorneys' fees, fines, costs and expenses; provided, however, that in the event any change of ownership or use of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the assessment of the Annual, Parcel and Special Assessments (prorated as of the date it became Assessable Property) and the Assessment Lien therefore. The Owner of Exempt Property shall not be entitled to any Memberships for such Exempt Property.

Section 12. Parcel Assessments. All estimated costs and expenses, including any allocations to reserves, of the Association pertaining to the maintenance, repair and replacement of Parcel Assessment Areas (the "Parcel Expenses") shall be shown separately in the budget adopted by the Board. The Parcel Expenses pertaining to the maintenance, repair and replacement of a Parcel Assessment Area shall be assessed solely

against the Lots and Parcels which are benefited by the Parcel Assessment Area as established by the applicable Tract Declaration or a recorded plat approved by Declarant designating the Parcel Assessment Area. Parcel Assessments shall be used exclusively to pay Parcel Expenses and no Parcel Expense shall be used in computing the Annual Assessments to be levied pursuant to Section 2 of this Article. Parcel Assessments shall be levied against the Lots and Parcels benefited by the Parcel Assessment Area at a uniform rate per Membership determined in the sole discretion of the Board, with the objective of fulfilling the Association's obligations to maintain the Parcel Assessment Area. Parcel Assessments shall commence upon the date established by the Board for the particular Parcel Assessment. If the Board determines during any Assessment Period that Parcel Assessments with respect to any Parcel Assessment Area are, or will become, inadequate to meet all Parcel Expenses pertaining to that Parcel Assessment Area for any reason, including, without limitation, non-payment of Parcel Assessments by Members, it may increase the Parcel Assessment for that Assessment period and the revised Parcel Assessment shall commence on the date designated by the Board. Notwithstanding the foregoing, the applicable Tract Declaration may set forth the amount of the Parcel Assessment for specified Lots and Parcels and may restrict increases in that Parcel Assessment. Such restrictions or increases may be similar to the restrictions regarding the amount of and increases in the Maximum Annual Assessment as set forth in Section 4 of this Article.

ARTICLE VIII

ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ASSESSMENT LIEN

Section 1. Association as Enforcing Body. As provided in Article XII, Section 2, the Association, the governing Architectural Committee and the Members shall have the right to enforce the provisions of this Declaration.

Section 2. Association's Remedies to Enforce Payment Of Assessments. If any Member fails to pay the Annual, Parcel or Special Assessments, Special Use Fees or Maintenance Charges when due, the Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual, Parcel or Special Assessments, Special Use Fees or Maintenance Charges;

(b) Foreclose the Assessment Lien against the Lot or Parcel in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot or Parcel may be

redeemed after foreclosure sale as provided by law. The Association may bid on the subject property at such a foreclosure sale.

Notwithstanding subordination of an Assessment Lien as described in Section 3 of this Article VIII, the delinquent Member shall remain personally liable for the Assessments and related costs after his Membership is terminated by foreclosure or deed in lieu of foreclosure or otherwise.

Section 3. Subordination of Assessment Lien. The assessment Lien provided for herein shall be subordinate to any Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has lent funds with the Lot or Parcel as security, or held by the lender's successor and assigns, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot or Parcel. Sale or transfer of any Lot or Parcel shall not affect the Assessment Lien; provided however, that if the sale or transfer is pursuant to foreclosure of a mortgage or a deed of trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot or Parcel free of the Assessment Lien for all Annual, Parcel and Special Assessments and Maintenance Charges that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided, however, that such mortgage or deed off trust foreclosure sale purchaser or grantee shall take title subject to all Annual, Parcel and Special Assessments, Special Use Fees, Maintenance Charges and the Assessment Lien therefore accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

ARTICLE IX

USE OF FUNDS; BORROWING POWER

Section 1. Purposes for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including the Annual and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source, except for the Parcel Assessments) for the common good and benefit of Tatum Ranch and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any kind and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without Tatum Ranch which may be necessary, desirable or beneficial to the general common interests of Tatum Ranch, the Members and the Residents. The

following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members and Residents, maintenance of landscaping on Common Areas and public rights-of-way, maintenance of equestrian trails, washes and drainage areas within and adjoining Tatum Ranch, recreation, liability insurance, communications, ownership and operation of recreational and other facilities, vehicle storage areas, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. Subject to this Declaration and the Articles and Bylaws, the Association may expend its funds in any manner permitted under the laws of the State of Arizona.

Section 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 in necessary or appropriate.

Section 3. Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual, Parcel or special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of an Annual or Parcel Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the Accomplishment of its purposes.

Section 4. 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 Association Land, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Members 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 or partial taking, the Board may, in its sole discretion, retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Owners and all holders of liens and encumbrances, as their interests may appear of record, at a uniform rate per Membership.

Section 5. Insurance.

(a) Authority to Purchase. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas or upon other areas maintained by the Association, in a total amount of not less than One Million Dollars (\$1,000,000). If reasonably available, the Association shall obtain officers and directors liability

insurance in an amount deemed prudent by the Board. In addition the Association may carry any other insurance coverage which the Board in its discretion deems necessary or desirable. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance.

(b) Individual Responsibility. Unless otherwise provided in a recorded Tract Declaration or other declaration, it shall be the responsibility of each Owner and Resident or other person to provide for himself insurance on his property interests within Tatum Ranch, including, but not limited to, his additions and improvements thereon, furnishings and personal property therein, his personal liability to the extent not covered by the property and public liability insurance obtained by the Association, if any, and such other insurance as such person desires. No person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the improvements of fixtures on the Common Areas. Neither the Association nor any Board member nor the Declarant 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 insurance is not adequate.

(c) *Insurance Claims*. The Association is hereby 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. All proceeds from insurance acquired by the Association shall be payable to the Association. Any proceeds resulting from damage to the Common Areas shall be used to repair the damage, unless otherwise approved by a majority of the votes of each class of Members at a meeting called for such purpose. Any excess proceeds may be retained by the Association as reserves or to reduce future assessments or, if distributed to Members, such proceeds shall be distributed to Members and their mortgagees as their interests may appear at a uniform rate per Membership.

Section 6. Reserve Fund. From the Annual Assessments received by the Association, the Board shall establish a reserve fund for the maintenance, repair and replacement of the Common Areas.

ARTICLE X

MAINTENANCE

Section 1. Common Areas and Public Rights-of-Way.

(a) Areas of Association Responsibility. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas, Parcel Assessment Areas and the improvements thereon; provided, however, the Association shall not be responsible for providing or maintaining the landscaping or structures on any common Areas which are part of Lots or Parcels unless (i) such landscaping or structures are available for use by all Owners and Residents or are within easements intended for the general benefit of Tatum Ranch and (ii) the Association assumes in writing the responsibility as set forth in a recorded instrument as hereinafter provided. The Association shall maintain any landscaping and other improvements not located on Lots and Parcels which are within the boundaries of Tatum Ranch and are identified on a recorded instrument as Common Areas intended for the general benefit of the Owners and Residents of Tatum Ranch, except the Association shall not be required to maintain (but may elect to maintain) areas which (i) the City of Phoenix, an improvement district, or other governmental entity is maintaining, (ii) an Ancillary Association is required under a Tract Declaration to maintain or (iii) are to be maintained by the Owners of a Lot or Parcel pursuant to Article IV, Section 2(d) of this Declaration. Specific areas to be maintained by the Association may be identified on recorded subdivision plats approved by the Declarant, in recorded Tract Declarations approved by the Declarant, and/or in deeds from the Declarant to the Association or to a transferee of a Lot or Parcel, but the failure to so identify such areas shall not affect the Association's rights or responsibilities with respect to Common Areas or the Association's rights with respect to other areas intended for the general benefit of Tatum Ranch. Notwithstanding anything to the contrary herein, the Board shall have discretion to enter into an agreement with the City of Phoenix to permit the Association to upgrade and/or maintain landscaping on property owned by the City, whether or not such property is within Tatum Ranch, if the Board determines such Agreement benefits the Association.

(b) Standard of Care. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of the Common Areas and other properties maintained by the Association, however, the Board shall be the sole judge as to the appropriate maintenance of all such areas. The Common Areas and the Parcel Assessment Areas, including, but not limited to, the equestrian trails, bike paths and any playground or other play areas or equipment furnished or maintained by the Association shall be used at the risk of the user; and the Declarant and the Association shall not be liable to any person or entity for any claim, damage, or injury occurring thereon or related to the use thereof.

(c) Delegation of Responsibilities. In the event any subdivision plat, Tract Declaration, deed restriction or this Declaration permits the Board to determine whether or not Owners of certain Lots or Parcels will be responsible for maintenance of certain Common Areas, Parcel Assessment Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of Tatum Ranch for the Association or for an individual Owner or an Ancillary Association to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article X and, in order 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 in exchange for the payment of such fees as the Association and Owner may agree upon.

Section 2. Assessment of Certain Maintenance Costs. In the event that the need for maintenance or repair of Common Areas, structures and other property maintained by the Association is caused through the willful or negligent act of any owner, or that Owner's family, guests or tenants the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien. Any charges or fees to be paid by the Owner of a Lot or Parcel pursuant to Section 1(c) of this Article X in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

Section 3. Improper Maintenance and Use of Lots and Parcels. In the event any portion of any Lot or Parcel is so maintained as to present a nuisance, or substantially detract from the appearance or quality of the surrounding Lots and Parcels or other areas of Tatum Ranch which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Parcel is failing to perform any of its obligations under this Declaration, any Tract declaration, the Tatum Ranch Rules or Architectural Guidelines, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 14-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien.

Section 4. Easement for Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Lots, Parcels and all other areas in Tatum Ranch for the Purpose of repairing, maintaining and replacing the Common Areas, Common Area improvements, and other areas maintained by the Association and for the purpose of performing all of the Association's other rights, duties and obligations hereunder.

ARTICLE XI

ARCHITECTURAL COMMITTEES

Section 1. Establishment. An Architectural Committee shall be established to perform the functions set forth in this declaration. The Architectural Committee shall adopt rules, regulations and guidelines for the performance of its duties including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration or any Tract Declaration, known as the Architectural Guidelines or Design Guidelines. Such Architectural Guidelines or Design Guidelines or any rule or regulation whatsoever adopted by the Architectural Committee, and any revision thereto, must be approved by the Board, and are subject to review and revision by the Board from time to time in its sole discretion. The Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions regarding Residential Areas and Commercial Areas within Tatum Ranch. Members of the Architectural Committee need not be architects, and Owners or Residents who are members of the Architectural Committee need not possess any special qualification of any type.*

(a). Election of Architectural Committee. The Architectural Committee shall consist of five regular members and one or more alternate members, all of whom must be Members of the Association. The members of the Architectural Committee shall be elected by a vote of all the Membership in the Association. Election of the members of the Architectural Committee shall occur at the same time and in the same manner as the election of the Board. Except as set forth herein with respect to the first year of the election of the Committee members, Committee members shall be elected to serve two (2) year terms (or for the terms ending on the date of the election occurring in the second calendar year following election of the Committee member or until replaced). These terms shall be rotating terms with three (3) Committee members being elected one (1) year and two (2) Committee members being elected the next year. In the first year of the elections held pursuant to these provisions, the three (3) Committee members elected who receive the most votes will serve two (2) year terms and the other two (2) elected Committee members will serve one (1) year terms. In the event of a temporary or permanent vacancy on the

Architectural Committee, an alternate member selected by the Board shall serve as a replacement until the next election or until the regular member is again available. Members of the Architectural Committee may be removed with or without cause by the Board.*

Section 2. Meetings; Guidelines; Right of Appeal. The Architectural Committee shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Architectural Committee and the concurrence of a majority of the regular committee members present at a meeting of the Architectural Committee shall be necessary for any decision of the Architectural Committee. Alternate member(s) may participate at any meeting in lieu of any absent regular member(s), may be counted for purposes of determining whether a quorum is present at the meeting and shall have all of the authority of a regular member while so participating. As provided in Article V, Section 3 herein and subject to the review, approval and revision by the Board, the Architectural Committee shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. Subject to the appeal rights available to Owners, Residents, and parties as hereinafter provided, the decision of the Architectural Committee shall be final on all matters submitted to it. Any Owner, Resident, or party aggrieved by any decision of the Architectural Committee, may appeal the decision to the Board in writing within fifteen (15) days following the date on delivery of the written notification of the decision of the Architectural Committee to the affected party and otherwise in accordance with procedures established by the Board. If the decision of the Architectural Committee is overruled by the Board, the decision of the Architectural Committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the Architectural Committee and shall be final. Members of the Architectural Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board."

Section 3. Discretion of Committees. The Architectural Committees shall be under no duty or obligation to pass upon, approve or disapprove any structural stability matter or matters pertaining to the stability of footings or foundations or matters pertaining to geological conditions involved in any foundation or footings and may indicate on any plans or specifications or drawings or other materials or in any certificate that a Committee has not passed upon, approved or disapproved any such referred to matters. All actions of said committees authorized under this Declaration including without limitation the approval or disapproval of plans, specifications, drawings, plot plans, grading plans and height, as well as other matters in which the Committees are authorized hereunder to act, shall be in the sole and complete discretion of said Committees. Neither an Architectural committee nor any member thereof shall be liable

to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of

(a) the approval or disapproval of any plans, drawings or specifications, whether or not defective;

(b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

(c) the development of any property within Tatum Ranch;

(d) the execution of any estoppel certificate, whether or not the facts therein are correct; or

(e) the enforcement of this Declaration and that Committee's Architectural Guidelines;

provided, however, that with respect to the liability of a Committee member, such member has acted in good faith on the basis of such information as may be possessed by him. The approval by an Architectural Committee of any plans, specifications or other matter shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, specifications or other matter subsequently submitted for approval. "In connection with any action taken by the Board set forth in Article XI herein, the Board, each member of the Board, and each officer of the Board as may be appointed by the Board from time to time, shall be afforded the same rights and protections as are set forth in this Article XI, Section 3 for the Architectural Committee and members of the Architectural Committee."

Section 4. Response Within Forty-five (45) Days. Any approval required under this Declaration by an Architectural Committee shall not be withheld unreasonably. Failure by such Committee to approve or disapprove a request within forty-five (45) days after such request is filed with the Committee (or within any shorter period of time set forth in the applicable Architectural or Design Guidelines) shall waive the approval requirement. Notice of disapproval shall be written and it shall set forth the reason or reasons for the disapproval. Notwithstanding Section 10 of Article XV no request shall be deemed filed with a Committee until it is actually received by the proper Committee, and all submissions to each committee shall be made by certified mail or personal delivery. In any event, after the expiration of one (1) year from the completion of construction of any structure, work, improvement or alteration shall, in favor of purchasers or encumbrances in good faith and for value, be deemed to be in compliance

with this Declaration and the applicable Architectural Guidelines, unless actual notice of non-compliance executed by the Architectural Committee shall appear of record in the office of the County Recorder of Maricopa County, or a complaint has been filed to enforce compliance.

Section 5. Committee's Certificate. Any approval of any plans and specifications or other matter by an Architectural Committee given or made pursuant to the provisions of this Declaration which is evidenced by a certificate signed by at least a majority of the members of said Committee shall be irrevocable and not subject to change by such Committee. Any such certificate may be conclusively relied upon by all parties including but not limited to any Owner, tenant or purchaser of any Lot or Residence, or of any interest therein; by any lender taking any Lot as security; and by any title insurance company. Any such certificate may be recorded by said Committee in the office of the Maricopa County Recorder.

Section 6. Fee. The Board may establish a reasonable processing fee to defer the costs of the Association and the Architectural Committees in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

ARTICLE XII

RIGHTS AND POWERS OF ASSOCIATION

Section 1. Association's Rights and Powers As Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, which shall include all rights and powers as may be reasonably necessary in order to effect the purposes of the Association as set forth herein. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection by Members, prospective purchasers, mortgagees and other persons or entities with an interest in Tatum Ranch at the office of the Association during reasonable business hours.

Section 2. Enforcement of Provisions of This and Other Instruments. The Association, in the first instance, and both Architectural Committees, each as the agent and representative of the Owners, shall have the right (without obligation) to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration, the Articles, Bylaws, Tatum Ranch Rules and Design Guidelines and any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be

enforced by the Association or by Declarant. The Association is authorized to impose sanctions for violations without court approval. Such sanctions may include reasonable monetary fines and suspension of the right to vote or use any recreational facilities on the Common Area as provided in Article III, Section 1(b). In the event suit is brought or arbitration is instituted or an attorney is retained by the Association or an Architectural committee to enforce the terms of this Declaration or other document as described in this Section 2 and the Association or an Architectural Committee prevails, the Association or Architectural committee, as applicable, shall be entitled to recover, in addition to any other remedy reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot or Parcel. If the Association and the governing Architectural Committee shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request by a Member to do so, then any Member may enforce the provisions of the Declaration at his own expense by any appropriate action, whether in law or in equity, but regardless of the outcome, no expenses of the action shall be paid for by the Association.

Section 3. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract, transaction or approval with like force and effect as if he were not so interested. Notwithstanding anything to the contrary contained herein, during the period when the Declarant has a Class B vote, any professional management contract entered into by the Association must be terminable with or without cause, upon no more than ninety (90) days written notice and without payment of any penalty. In connection with any action taken by the Board of Directors relating to the appeal rights of Owners, Residents or parties set forth in Article XI, section 2 herein, the Board, each member of the Board, and each officer of the Board as may be appointed by the Board from time to time, shall be afforded the same rights and protections as are set forth in this Article XI, Section 3 for the Architectural Committee and members of the Architectural Committee.*

Section 4. Procedure for Change of Use of Association Land. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land or of the Association's interest in other Common Areas is no longer in the best interests of the Owners and Residents and (b) the approval of such resolution by a majority of the votes of each class of Members at a meeting duly called for such purpose, the board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Owners and Residents, and (ii) shall be consistent with any deed restrictions and zoning regulations restricting or limiting the use of the land. Alternatively, the board upon satisfaction of subsection (a) above may, in lieu of calling a meeting, notify in writing all Owners of the proposed change of use and of their right to object thereto and, if no more than ten percent (19%) of the Class A Memberships eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary.

Section 5. Procedure for Alteration of Common Area; Contracts concerning the Common Area. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public authority or utility as provided in Article III, Section 1(c). In addition, the Association shall have the right to change the size, shape or location of the Common Areas, to exchange the Common Areas for other property or interests which become common Areas, and to abandon or otherwise transfer Common Areas (to a nonpublic authority) upon (i) the adoption of a resolution by the Board stating that ownership and/or use of the relevant Common Area is no longer in the best interests of the Owners and Residents and that the change desired shall be for their benefit and shall not substantially adversely affect them and (ii) the approval of such resolution by a majority of the votes of each class of Members, voting in person or by proxy,, at a meeting called for such purpose. Alternatively, the Board upon satisfaction of subsection (i) above may, in lieu of calling a meeting pursuant to subsection (ii) above, notify in writing all Owners of the proposed transaction and of their right to object thereto and, if no more than ten percent (10%) of the Class A Members eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary.

Section 6. Purchase of Effluent. The Association may be required to purchase and use on Common Areas sewage effluent generated from Tatum Ranch which is adequately treated for unfenced used on lawns and landscaping.

ARTICLE XII

TERM; AMENDMENTS; TERMINATION

Section 1. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) year each. Subject to FHA and/or VA approval as provided in Section 11 of Article XV below, this Declaration may be terminated at any time if seventy-five percent (75%) of the authorized votes of each class of Members shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded with the County Recorder of Maricopa county, Arizona, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon theses Covenants shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles. Any Association funds remaining following such termination and dissolution shall be distributed to the Members and their mortgagees as their interests may appear at a uniform rate per Membership.

Section 2. Amendments. This Declaration may be amended by recording with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed and acknowledged s required for a Certificate of Termination in Section 1 of this Article. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided hereafter, shall certify that at an election duly called and held for this purpose pursuant to the provisions of the Articles and Bylaws, the Members casting seventy-five percent (75%) of the votes cast at the election voted affirmatively for the adoption of the amendment; provided, however, that for purposes of an election to amend this Declaration, the Declarant shall have only one vote per Class B Membership. The Declaration may be amended with respect to all or any portion of the Lots and Parcels covered hereby. A Tract Declaration may be amended in the same manner as this Declaration, with the approval of sixty-seven percent (67%) of the votes attributable to the Owners of all Lots and Parcels subject to the Tract Declaration. So long as there is a Class B Membership, any amendment or termination of this Declaration or any Tract Declaration shall require the approval of FHA or VA, as applicable, if such agency has guaranteed or insured any loan on a Lot or Parcel subject to the Tract Declaration. Within fifteen (15) years from the date of recording this Declaration and so long as the Declarant is the owner of any Lot or Parcel in Tatum Ranch this Declaration and any Tract Declaration may be amended or terminated only with the written approval of the Declarant. Thereafter, except as otherwise provided herein, any amendment to a Tract Declaration must be approved by the Board. This Declaration may not be amended to reduce or alter the rights of the Declarant without the approval of the Declarant. The Declarant alone may amend this Declaration at any time (a) to annex additional property hereunder as provided in Article XIV, (b) to exclude from Exhibit A any property not then covered by a recorded Tract Declaration, (c) to relinquish its right to appoint the members of either or both Architectural committees as provided in Section 1 of Article

XI, or (d) to amend as permitted in Section 3 hereafter. In addition, at any time, the Declarant alone shall have the right to amend the Declaration or any Tract Declaration to comply with applicable law or to correct any error or inconsistency in the Declaration or the Tract Declaration if the amendment does not adversely affect the rights of any Owner.

Section 3. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such extent as with such language as may be requested by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage corporation ("FNMA") and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or Parcel(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of the Amendment duly signed by or on behalf of the authorized agents of Declarant with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all of Tatum Ranch and all persons having an interest therein.

ARTICLE XIV

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Right of Annexation. Declarant hereby expressly reserves the right until fifteen (15) years from the date of recording of this Declaration to expand Tatum Ranch, without the consent of any Owner, mortgagee or any other party with an interest in Tatum Ranch, by annexing all or any portion of the Annexable Property. The annexation of any or all of the Annexable Property shall be accomplished by the Declarant recording with the County Recorder of Maricopa County, Arizona, a Tract Declaration which subjects the annexed property to the Declaration, which established the Land Use Classification of the annexed property and which includes the legal description of the Annexable Property being annexed. Declarant shall not be obligated to annex all or any portion of the Annexable Property. The Declarant may annex non-contiguous property hereunder. A Tract Declaration annexing property as permitted hereunder may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the

plan of this Declaration. In no event however, shall any such document revoke, modify or add to the Covenants established by this Declaration and applicable to property previously covered by a Tract Declaration.

ARTICLE XV

MISCELLANEOUS

Section 1. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board and Architectural committees, shall have the exclusive right of 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 property benefited or bound by the Covenants hereof.

Section 2. 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 3. 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.

Section 4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board and Committees) 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 of this Declaration or any applicable Architectural Guidelines.

Section 5. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration 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 or the complete development of Tatum Ranch can or will be carried out, or that any land now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration or any other declaration, or that any such land (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 if that land is not used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Master Development Plan.

Section 6. No Warranty of Enforceability. While Declarant has no reason to believe that any of the Covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such Covenants. Any Owner acquiring a Lot or Parcel in Tatum Ranch in reliance on one or more of the Covenants shall assume all risks of the validity and enforceability thereof and by acquiring any Lot or Parcel agrees that Declarant shall have no liability therefore.

Section 7. References to the Covenants in Deeds. Deeds or any instruments affecting any part of Tatum Ranch may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 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.

Section 9. Captions and Titles. 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.

Section 10. Notices. If notice of any action or proposed action by the Board or of any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the City of Phoenix or Tatum Ranch. 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. If notice is made by mail, it shall be deemed to have been received twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address given by that person to the Association for the purpose of service of such notice, or to the address of the Lot or Parcel owned by such person if no address has been given. Notice to the Board or to the governing Architectural Committee shall be delivered or sent certified mail to the office of the Association.

Section 11. FHA/VA Approval. If this Declaration has been initially approved by FHA or VA in connection with any loan programs made available by FHA or VA and any loans have been made which are insured or guaranteed by FHA or VA, then as long as

there is a Class B Membership, the dedication of Common Areas (except where such dedication is required as of the date hereof to the City of Phoenix), the annexation of Annexable Property, and the termination or amendment of this Declaration will require the prior approval of FHA or VA, as applicable, unless the need for such approval has been waived by FHA or VA.

Section 12. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Members holding seventy-five (75%) percent of the outstanding votes. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VII hereof, (c) proceedings involving challenges to taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes necessary to institute proceedings as provided above.

Section 13. Use of the Words "Tatum Ranch" or "Tatum Ranch Community Association". No person shall use the words "Tatum Ranch" or "Tatum Ranch Community Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms "Tatum Ranch" or "Tatum Ranch Community Association" in printed or promotional material where such term is used solely to specify that the particular property is located within Tatum Ranch.

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DESCRIPTION

TATUM RANCH BOUNDARY

That part of Sections 19, 20, 29 and 30, Township 5 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa county, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Section 19;

Thence, South 89°58'33" East, along the North line of said Section 19, a distance of 2643.92 feet to the North Quarter corner of said Section 19;

Thence, South 89°59'40" East, along the North line of said Section 19, a distance of 2647.55 feet to the Northeast Corner of said Section 19;

Thence, South 00°13'55" West, along the East line of said Section 19, a distance of 2643.03 feet to the East Quarter Corner of said Section 19, said Corner also being the West quarter Corner of said Section 20;

Thence, South 89°44'51" East, along the East-West Mid-section line of said Section 20, a distance of 2655.32 feet to the Center of said Section 20;

Thence, South 00°16'40" West, along the North-South Mid-section line of said Section 20, a distance of 2642.16 feet to the South Quarter Corner of said Section 20, said Corner also being the North Quarter Corner of said Section 29;

Thence, South 00°16'30" West, along the North-south Mid-section line of said Section 29, a distance of 1983.71 feet to the North line of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 29;

Thence, North 89°49'26" West, along said North line, 664.13 feet to the West line of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 29;

Thence, South 00°19'02" West, along said West line, 330.66 feet to the South line of the North Half of the Southeast Quarter of the southeast Quarter of the Northwest quarter of said Section 29;

Thence, South 89°49'51" East, along said South line, 664.38 feet to the North-south Mid-section line of said Section 29;

Thence, South 00°16'30" West, along said Mid-section line, 328.15 feet to the Center of said Section 29;

EXHIBIT "A"

Description

Tatum Ranch Boundary

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Thence, North 89°54'25" West, along the East-West Mid-section line of said Section 29, a distance of 1326.43 feet to the West line of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, south 00°18'33" West, along said West line, 330.88 feet to the to the North line of the South Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, south $89^{\circ}47'37''$ East, along said North line, 662.88 feet to the East line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, South $00^{\circ}33'58''$ West, along said East line, 329.08 feet to the South line of the North Half of the Northeast Quarter of the Southwest Quarter of said Section 29;

Thence, South $89^{\circ}48'22''$ East, along said South line, 664.78 feet to the North-South Mid-section line of said Section 29;

Thence, South $00^{\circ}19'47''$ West, along said Mid-section line, 1320.32 feet to the South line of the North Half of the South Half of the Southwest Quarter of said Section 29;

Thence, North $89^{\circ}49'51''$ West, along said South line, 994.23 feet to the East line of the West Half of the Northwest Quarter of the Southeast Quarter of the southwest Quarter of said Section 29;

Thence, North $00^{\circ}19'35''$ East, along said East line, 330.22 feet to the South line of the North Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 29;

Thence, North $89^{\circ}50'52''$ West, along said South line, 331.41 feet to the West line of the Northwest Quarter of the Southeast Quarter of the southwest Quarter of said Section 29;

Thence, South $00^{\circ}19'31''$ West, along said West line, 330.12 feet to the South line of the North Half of the South Half of the Southwest Quarter of said Section 30;

Thence, south $00^{\circ}19'15''$ West, along said West line, 659.77 feet to the Southwest Corner of said Section 29, said Corner also being the Southeast Corner of Said Section 30;

Thence, North $89^{\circ}59'14''$ West, along the South line of said Section 30, a distance of 1985.70 feet to the West line of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section 30;

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Thence, North $00^{\circ}21'58''$ East, along said West line, 2641.74 feet to the East-West Mid-section line of said Section 30;

Thence, North 89°54'30" West, along said Mid-section line, 661.20 feet to the Center of said Section 30;

Thence, North 00°20'43" East, along the North-south Mid-section line, 662.06 feet to the South line of the North Half of the South Half of the Northwest Quarter of said Section 30;

Thence, North 89°53'30" West, along said South line, 1320.45 feet;

Thence, North 89°54'22" West, 30.00 feet to the West line of the East 30.00 feet of the North Half of the Southeast Quarter of the southwest Quarter of the Northwest Quarter of said Section 30;

Thence, South 00°22'55" West, along said West line, 331.30 feet to the South line of the North Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, North 89°54'38" West, along said South line, 636.01 feet to the West line of the East Half of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, South 00°18'59" West, along said West line, 93.20 feet to the North line of the South 238.15 feet of the Southwest Quarter of Lot 2, of said Section 30;

Thence, North 89°54'08" West, along said North line, 418.18 feet to the Monument line of "Cave Creek Road";

Thence, North 27°19'52" East, along said South line, 201.34 feet to the West line of the East Half of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, South 89°55'19" East, along said South line, 201.34 feet to the West line of the East Half of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, North 00°18'59" East, along said West line, 662.70 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 30;

Thence, North 89°59'25" East, along said North line, 137.37 feet to the Monument line of said "Cave Creek Road";

Thence, North 27°19'52" East, along said Monument line, 744.84 feet to the North line of the south Half of the North Half of the Northwest Quarter of said Section 30;

Thence, South 89°53'28" East, along said North line, 522.43 feet to the southwest Corner of the East 330.00 feet of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 30;

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Thence, South 00°21'46" West, 86.35 feet;

Thence, South 89°53'28" East, 381.72 feet;

Thence, North 30°37'26" West, 100.46 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 30;

Thence, North 00°21'46" East, along the East line of said Northwest Quarter of the Northeast Quarter of the Northwest Quarter line, 450.91 feet;

Thence, North 64°23'53" West, 364.82 feet to the West line of the East 330.00 feet of the Northwest Quarter of the Northeast quarter of the Northwest Quarter of said section 30;

Thence, North 00°21'46" East, along said line, 54.64 feet to the North line of said Section 30, said line also being the South line of said Section 19;

Thence, North 89°52'42" West, along said North line, 1667.33 feet to the Northwest Corner of said Section 30, said Corner also being the Southwest Corner of said Section 19;

Thence, North 00°18'53" East, along the West line of said Section 19, a distance of 2636.78 feet to the West Quarter Corner of said Section 19'

Thence, North 00°15'27" East, along the West line of said Section 19, a distance of 2640.22 feet to the Point of Beginning.

Containing 1416.785 Acres, more or less.

EXCEPT the following described Parcels:

PARCEL NO. 1

The south 466.00 feet of the East 466.00 feet of the West Half of the Southwest Quarter of said Section 20, more particularly described as follows:

Commencing at the Southeast Corner of said Section 20;

Thence, North $89^{\circ}47'35''$ West, along the South line of said Section 20, a distance of 1326.30 feet to the True Point of Beginning.

Thence, continuing North $89^{\circ}47'35''$ West, 466.00 feet;

Thence, North $00^{\circ}14'54''$ East, 466.00 feet;

Thence, South $89^{\circ}47'35''$ East, 466.00 feet;

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Thence, South $00^{\circ}14'54''$ West, 466.00 feet to the True Point of Beginning.

Containing 4.985 Acres, more or less.

PARCEL NO. 2

Commencing at the North quarter Corner of said Section 30;

Thence, South $00^{\circ}21'46''$ West, along the North-South Mid-section line of said Section 30, a distance of 1324.78 feet to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 30;

Thence, North $68^{\circ}01'52''$ West, 195.65 feet to the True Point of Beginning.

Thence, North $89^{\circ}38'14''$ West, 50.00 feet;

Thence, North $00^{\circ}21'46''$ East, 50.00 feet;

Thence, south $89^{\circ}38'14''$ East, 50.00 feet;

Thence, South $00^{\circ}21'46''$ West, 50.00 feet to the True Point of Beginning.

Containing 0.057 Acres, more or less.

PARCEL NO. 3

Commencing at the Northeast Corner of said Section 19;

Thence, North 89°59'40" West, along the North line of said Section 19, a distance of 1086.52 feet to the Monument line of "Cave Creek Road";

Thence, south 27°30'15" West, along said Monument line, 1380.46 feet;

Thence, South 62°29'45" East, 76.00 feet to the True Point of Beginning;

Thence, continuing South 62°29'45" East, 629.77 feet to the beginning of a tangent curve of 1,296.22 foot radius concave Southwesterly;

Thence, Southeasterly, along said curve, through a central angle of 08°39'38", a distance of 195.93 feet;

Thence, South 59°25'07" West, 166.59 feet;

Thence, North 89°51'28" West, 230.00 feet;

Thence, South 75°29'18" West, 344.31 feet;

Thence, North 03°24'10" West, 22.00 feet;

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Thence, North 80°58'19" West, 302.08 feet to a point on a line which is parallel to and 55.00 feet Southeasterly, as measured at right angles, from the Monument line of "Cave Creek Road";

Thence, North 27°30'15" East, along said parallel line, 548.22 feet;

Thence, North 72°30'15" East, 29.70 feet to the True Point of Beginning.

Containing 6.895 Acres, more or less.

Total Acreage = 1416.785 Acres - (4.985 Acres + 0.057 Acres + 6.895 Acres) = 1404.848 Acres, more or less.

Except any part of the Roadway rights-of way as shown on the "Tatum Ranch" Map of Dedication recorded in book 319, Page 45, Maricopa County Records, within the above described Parcel.

Including the following described Easement.

An Easement for drainage apparatus and utility systems as more fully set forth in instrument recorded in Document No. 87-011922, records of Maricopa County, Arizona over the following described property;

The Northermost 50 feet of the following described property;

The North half of the Northwest Quarter of the southwest Quarter of the Southeast Quarter of Section 30, Township 5 North Ranch 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Thence, North 00°22'55" East, along the North South Mid-section line a distance of 991.04 to the True Point of Beginning;

Thence, continuing North 00°22'55" East 330.35 feet;

Thence, South 89°56'52" East, 661.56 feet;

Thence, South 00°21'58" West, 330.23 feet;

Thence, North 89°57'28" West, 661.66 feet to the True Point of Beginning.

AMENDMENT TO BYLAWS OF TATUM RANCH COMMUNITY ASSOCIATION

1. Article III, Section 3 of the Bylaws is amended in its entirety to read as follows;

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than forty-five (45) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. By attending the meeting, a Member waives any right he may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these bylaws or the Arizona statutes. Notwithstanding the foregoing, meetings called for the purpose of increasing the Maximum Annual Assessment or levying a Special

Assessment must be noticed as required in Article VII, Section 6 of the Declaration.

2. Article III, Section 5 of the Bylaws is amended in its entirety to read as follows:

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or other officer or agent authorized to tabulate votes. A proxy is revoked by the Member who appoints the proxy by either the Member attending the meeting for which the proxy is given and voting in person or by the Member signing and delivering to the Secretary or other officer or agent authorized to tabulate votes either a writing stating that the appointment of the proxy is revoked or a subsequent proxy. A proxy shall terminate eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall automatically terminate upon conveyance by the Member of his Lot or Parcel. The Board may prescribe the form of proxy to be used at a meeting of the Members and, in that event, the proxy form prescribed by the Board shall be the only proxy which will be accepted by the Secretary or other officer or agent authorized to tabulate votes.

3. Article III, Section 6 of the Bylaws is amended in its entirety to read as follows:

Section 6. Voting. A majority of the votes cast at a properly held meeting shall decide any question, unless the Declaration, Articles or these Bylaws require a higher voting percentage with respect to the issue in question.

4. Article V, Section 2 of the Bylaws is amended in its entirety to read as follows:

Section 2. Election. At each election of directors, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. The current President shall designate two (2) to four (4) members whose names do not appear on the ballot to tally all such votes, the results of which shall be announced prior to adjournment of the meeting.

5. Except as expressly amended by this Amendment, the Bylaws shall remain unchanged and in full force and effect.

Reference to requirements of AZ Revised Statutes are shown like this: **(A.R.S. § 10-3708-e)** 9/19/2001

REVISED AND FULLY RESTATED BYLAWS OF TATUM RANCH
COMMUNITY ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is the TATUM RANCH COMMUNITY ASSOCIATION (hereinafter referred to as the "Association"). The location of the principal office of the Association shall be as provided in the Articles of Incorporation. Meetings of Members and Directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board of Directors.

ARTICLE II

DEFINED TERMS

The words and terms used herein shall be deemed to have the same meanings as are given those words and terms in that certain SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH dated December 21, 1988 and recorded as Recording Number 88 625068 in the office of the county Recorder of Maricopa County, Arizona (the "Declaration"), as the same may from time to time be amended.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held between November 1st and December 15th of every year at such date, time of day and place as determined by the Board of Directors, beginning in November, 2001, or at such other date and time and at such place as may be determined by the board of Directors or by a majority vote of the Members voting at any meeting of the Members.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by a majority of the board of Directors, or upon written request of the Members who are entitled to vote one-fourth (¼) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than forty-five (45) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. By attending the meeting, a Member waives any right he may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the Arizona statutes. Notwithstanding the foregoing, meetings called for the purpose of increasing the Maximum Annual Assessment or levying a Special Assessment must be noticed as required in Article VII, Section 6 of the Declaration.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, within thirty (30) days, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, for all purposes other than elections of Board Members and Architectural Committee(s), each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or other officer or agent authorized to tabulate votes. A proxy is revoked by the Member who appoints the proxy by either the Member attending the meeting for which the proxy is given and voting in person or by the Member signing and delivering to the Secretary or other officer or agent authorized to tabulate votes either a writing stating that the appointment of the proxy is revoked or a subsequent proxy. A proxy shall terminate eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall automatically terminate upon conveyance by the Member of his Lot or Parcel. The Board may prescribe the form of proxy to be used at a meeting of the Members and, in that event, the proxy form prescribed by the Board shall be the only proxy which will be accepted by the Secretary or other officer or agent authorized to tabulate votes.

Section 6. Voting. For all purposes other than elections of Board Members and Architectural Committee(s), a majority of the votes cast at a properly held meeting shall decide any question, unless the Declaration, Articles or these Bylaws require a higher voting percentage with respect to the issue in question.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. The Board shall manage and govern the affairs of the Association. The Board shall of five (5) Directors. Directors shall be elected by the Members as provided in Article V.

Section 2. Term of Office. The directors designated in the Articles shall hold office until the first annual election of Directors, which shall take place at the first annual meeting of Members, or until their successors are elected and qualified. As long as the Declarant holds a Class B vote, the Directors shall serve for two (2) year terms. At the annual meeting of Members immediately following the date the Class B vote ceases to exist, the Members shall elect three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. At each annual meeting thereafter, Directors shall be elected for a term of two years so that one year three will be elected and the next year two will be elected. All Directors shall served until their successors are elected and qualified.

Section 3. Removal and Vacancies. Any Director may be removed from the Board, with or without cause, by a majority of the votes entitled to be cast by the Members of the Association present in person or by proxy at a regular or special meeting or the Members. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and such successor shall serve for the unexpired term of his predecessor.

Section 4. Disqualification and Resignation of Directors. Any Director may resign at any time by sending written notice of such resignation to the Secretary, of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt by the Secretary. Except in the case of injury, illness or similar excusable circumstances, more than three (3) consecutive absences from duly called regular meetings of the Board shall automatically constitute a resignation by such absent Director to be effective as of the conclusion of the last missed meeting. In the event of a Director ceases to be an Owner his directorship shall immediately and automatically terminate. No Member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an Assessment or fee and such delinquency shall automatically constitute a resignation by such delinquent Director on the thirty-first (31) day of the delinquency.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association in such capacity. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director

and may receive a salary or wages if he is employed by the Association in a capacity in addition to serving as a Director.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS AND ARCHITECTURAL COMMITTEE(S)

Section 1. Nomination. Proposed nominations for election to the Board of Directors and Architectural Committee(s) may originate from either the Nominating Committee or by an Owner submitting a self nomination form which has been approved and provided by the Board of Directors as more fully detailed in this Section 1. The acceptance of nominations as well as setting of total number of nominations shall be at the discretion of the Board of Directors as more fully detailed in this Section 1.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more persons who are Members of the Association, officers of a corporate Member, or partners in a partnership. The Board of Directors prior to each annual meeting of the Members shall appoint the Nominating committee, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors and Architectural Committee(s) as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

A self-nomination form shall be mailed to all Members not less than 21 days before the deadline for nominations. Any Owner may request self-nomination by submitting on a self-nomination form approved and provided by the Board of Directors, the printed name of himself, including parcel/lot number, signed by himself, and signed by Members, who are Owners of twenty five (25) other Lots within Tatum Ranch Community Association who support his nomination. All of the twenty five (25) other Lots must include their parcel/lot numbers and their printed names as they may be listed as Owners. Each completed self-nomination form with twenty five (25) signatures of other Lots must be returned to the Board of Directors at the Association Office by the deadline for nominations.

Acceptance of the nominations from the Nominating committee and any submitted self-nominations shall be at the discretion of the Board of Directors. Unless otherwise

determined by the Board of Directors, the Board of Directors may at its discretion limit the total number of accepted nominations to ten, regardless of whether they are self-nominations or from the Nominating committee.

Section 2. Election. If the total nominations received from the nominating committee, and from self-nominations, is NOT more than the number of positions open on the Board of Directors or the number of positions open on the Architectural Committee(s), then a run off election will not be needed for those positions and those positions shall be declared to be elected by acclamation, and so announced to the Membership at the Annual Meeting and in subsequent mailings.

If more nominations are received than there are open positions available on the Board of Directors or the Architectural Committee(s), then a run off election shall be held to fill either the Board or Committee(s) for which there are more nominations than there are open positions. The election shall be by regular mail prior to each annual meeting as more specifically detailed in these Bylaws. At each election of directors and Architectural Committee(s), the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be no cumulative voting. The persons receiving the largest number of votes shall be elected.

If a run off election is to be held, as required above, then after receipt of the slate(s) of nominees from the Nominating Committee, and any self nominations, the Board of Directors, within not more than ten (10) days after the nominations deadline, shall mail, by regular mail, to each Member of the Association a list of the candidates, including information on each candidate and shall include a ballot to each Member of the Association and the ballot shall contain the names of all nominated candidates.

The Board shall adopt a double envelope return procedure for the conduct of the election by regular mail to insure the integrity of the voting process and to insure that the ballots are secret ballots. The outer RETURN envelope shall identify the owner, parcel/lot number, and the ballot shall be sealed in an inner BALLOT envelope, which is placed in the outer RETURN envelope. Upon the receipt of the outer RETURN envelope the owner parcel/lot number will be checked off of the membership list as having voted, the inner BALLOT envelope shall be removed from the RETURN envelope and placed in a ballot box until time of tallying which shall be not more than two days prior to the annual meeting. In order to be counted, the Association, or the designated auditor firm must receive the RETURN envelopes containing the BALLOT envelope and ballots, no later than five (5) days prior to the annual meeting. The ballot may not be revoked (A.R.S. § 10-3708-e).

A notice (solicitation for votes) shall accompany the ballot and shall indicate the number of ballots needed to meet the quorum requirements and specify that the ballot must be

delivered to the association no later than 5 days prior to the annual meeting (A.R.S. § 10-3708-e).

As directed by the Board, the current President shall designate, in advance of the annual meeting, either an auditor firm, or appoint two (2) to four (4) Members whose names do not appear on the ballot to tally all such votes not more than two days prior to the annual meeting, the results of which shall be announced at the annual meeting.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. The first meeting of a newly elected Board shall be held immediately following the annual meeting of Members, if practicable, and in any event within ten (10) days of election. Should any meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director. The notice of special meeting shall be given to each Director personally, by mail, telephone, Email or telegraph at least three (3) days prior to the date designated for such meeting.

Section 3. Notice of Board Meeting to Membership. Notice to Members of the Association of meetings of the Board of Directors shall be given at least 48 hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the Board of Directors except when emergency circumstances require action by the Board before notice can be given. Any notice of a Board meeting shall state the time and place of the meeting (A.R.S. § 33-1804).

Section 4. Waiver of Notice. Before, at or after any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, the personal conduct of the Members and their guests, and any other matters contemplated by the Declaration or Articles and to establish penalties for the infraction thereof;

(b) suspend a Member's voting rights and right to use the recreational facilities located on the Common Areas during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended (i) for a period not to exceed sixty (60) days for infraction of the Declaration, a Tract Declaration or the Tatum Ranch Rules and Architectural Guidelines and (ii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe the duties of such persons;

(f) provide for the indemnification of its Officers, Committee Members and Directors; and

(g) impose charges for the late payment of assessments and, after notice and an opportunity to be heard, impose reasonable monetary penalties upon Owners for violations of the Declaration, Bylaws and Association Rules and Regulations. The notice of hearing shall state that penalties assessed by the Board shall be enforced in the same manner as a delinquent assessment as specified in the Declaration (A.R.S. § 33-1803-B).

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to cast one fourth () of the Class A votes;

(b) elect and remove the officers of the Association as hereinafter provided and to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) estimate the amount of the annual budget and to fix the amount of the Annual Assessment against each Lot or Parcel at least thirty (30) days in advance of each Assessment Period; and

(2) take such action, as and when the Board deems such action appropriate but after notice as provided in the Declaration, to foreclose the Assessment Lien against any property for which Assessments are not paid and/or to bring an action at law against the Member personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment, as against any bona fide purchaser of, or lender on, the Lot or Parcel in question;

(e) procure and maintain adequate (not less than ONE MILLION DOLLARS (1,000,000.00)) liability and hazard insurance on property owned by the Association and to procure and maintain officers and directors liability insurance and any other insurance deemed appropriate;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the maintenance responsibilities of the Association set forth in the Declaration to be performed.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create. When the Declarant is no longer a Class B Member, the President, Vice-President, Secretary and Treasurer shall each be an Owner or any employee, officer, director, shareholder or partner of an Owner or a trustee or beneficiary of a trust if a trust is the Owner.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officer of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor shall have been elected and qualified, unless he shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. Except as otherwise provided by resolution of the Board and except to the extent such duties are delegated to a manager, the duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Association and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all notes, leases, mortgages, deeds and other

written instruments on behalf of the Association; and shall have general and active management of the business of the Association.

(b) Vice President: The Vice President shall act in the place and stead of the President in the even of his absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board o Directors; shall sign all checks of the Association; shall keep proper books of account; shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and, in general, perform all the duties incident to the office of treasurer.

Section 9. Compensation. The officers shall receive such compensation as the Board shall determine.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint a Nominating committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purpose of the Association. The Architectural Committee(s) shall each be composed of three (3) regular members and one (1) alternate member, which shall, be appointed and/or elected as provided in the Declaration and these Bylaws. One or more persons may act as regular or alternate members of both Architectural Committee(s) or any other committee.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection, disclosure, and copying to the extent required by law.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments, Special Assessments, and Maintenance Charges which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid on the due date, the assessment shall bear interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, as provided in the Declaration. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability of the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Parcel.

ARTICLE XII

AMENDMENTS

Section 1. Amendments. These Bylaws may be amended from time to time in a manner not inconsistent with the Declaration or Articles by a majority vote of the Board or at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XIII

INTERPRETATION

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws or Articles or Incorporation, the Declaration shall control. In the event of any question or disagreement between any Owners relating to the interpretation or application of the provisions of the Articles, Declaration, or these Bylaws, the determination thereof by the Board shall be final and binding.

ARTICLE XIV

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day, of December of each year, except that the first fiscal year shall begin on the

date of incorporation of the Association and shall end on the 31st day of December thereafter.

ARTICLES OF INCORPORATION OF TATUM RANCH COMMUNITY ASSOCIATION

Pursuant to that certain SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH dated December 21, 1988, and recorded December 27, 1988 as Recording No. 88 625068 in the office of the County Recorder of Maricopa County, Arizona, as the same may be amended from time to time (the "Declaration"), and in compliance with the requirements of Arizona Revised Statutes Section 10-1001 et seq. (the "Act"), the undersigned, all of whom are eighteen (18) years or more of age, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is the TATUM RANCH COMMUNITY ASSOCIATION, hereinafter called the "Association".

ARTICLE II

DEFINED TERMS

The capitalized terms used herein shall be deemed to have the same meanings as are given those words and terms in the Declaration. "Tatum Ranch" as used herein to describe a place shall refer to the real property described in the Declaration as Tatum Ranch.

ARTICLE III

KNOWN PLACE OF BUSINESS

The known place of business and principal office of the Association shall initially be located at 2828 North Central Avenue, Suite 1212, Phoenix, Arizona 85004.

ARTICLE IV

STATUTORY AGENT

Jarrett S. Jarvis a bona fide resident of the State of Arizona for the last three (3) years, whose address is 3900 East Camelback Road, Suite 304 South, Phoenix, Arizona 85018, is hereby appointed the initial statutory agent of the Association.

ARTICLE V

PURPOSES, POWERS AND CHARACTER OF AFFAIRS

Section 1. Purposes and Initial Purposes. The primary purpose for the Association is to own, manage and maintain the various Common Areas within Tatum Ranch. Additional purposes for which the Association is formed are:

(a) As provided in the Declaration, to provide for the orderly and aesthetic development, maintenance, preservation and architectural control of Tatum Ranch;

(b) To promote the health, safety and welfare of the Owners and Residents within Tatum Ranch including any areas subsequently annexed under the Declaration; and

(c) To encourage and facilitate social and recreational activities for the Owners and Residents of Tatum Ranch.

Section 2. Powers. For the purposes set forth in Section 1 above, and subject to any limitations set forth in the Declaration, the Association shall have the power to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as herein provided, said Declaration being incorporated herein by this reference;

(b) Fix, levy, collect and enforce payment of, by any lawful means, all charges and Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

(c) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Act may by law now or hereafter have or exercise.

Section 3. Limitation on Purposes. This Association is not formed to provide profit to its Members. No part of the net earnings of the Association shall inure to the benefit of any Member or individual (other than by promoting social and recreational activities for Members, by acquiring, constructing, or providing management, maintenance and care of the Common Area, or by a rebate of excess membership dues, fees or Assessments).

Section 4. Character of Affairs. The character of affairs which the Association initially intends actually to conduct in Arizona is to carry out the duties and responsibilities of the Association as set forth in the Declaration, including the following: To provide for the operation and maintenance of Common Areas, to levy and collect Assessments for the expenses of the Association, and to exert architectural control over the construction and maintenance of improvements in Tatum Ranch.

ARTICLE VI

MEMBERSHIPS AND VOTING

Section 1. Owners of Lots and Parcels. Every Owner of a Tatum Ranch Lot or Parcel which is subject to Assessments shall be a Member of the Association. Each such Owner shall have the following number of Memberships:

- (a) One Membership for each Lot owned;
- (b) One Membership for each acre (43,560 square feet) or fraction thereof in each parcel owned, except any Parcels which have a Land Use Classification of Residential Condominium Development Use, Single Family Residential Use or Cluster Residential Use (for purposes of this Declaration, the term "acre" shall mean a net acre of land which does not include any acre dedicated as public right-of-way;
- (c) One Membership for each residential Condominium Unit permitted by a recorded declaration of condominium;
- (d) In the case of the Owner of a Parcel designated for Residential Condominium Development but as to which a declaration of condominium has not been recorded, one Membership for each Dwelling Unit permitted pursuant to the applicable Tract Declaration or if not specified therein, as permitted upon the Parcel under the Master Development Plan then in effect for Tatum Ranch, the number of such Dwelling Units to be determined on the assumption that the number of Dwelling Units within a density classification on the Master Development Plan will be spread evenly over all land within the density classification. If a site plan for the Parcel is subsequently approved by the

governing Architectural Committee and the City of Phoenix for a number of Dwelling Units different than the number of Dwelling Units assumed pursuant to the Master Development Plan, the number of Memberships will be adjusted, as to the portion of the Parcel covered by the site plan and effective as of the date of adjustment, to reflect the actual number of Dwelling Units authorized by the site plan;

(e) In the case of an Owner of a Parcel with a Land Use Classification of Single Family Residential Use or Cluster Residential Use, one Membership for each Dwelling Unit permitted upon the Parcel under the applicable Tract Declaration or if not specified therein then one Membership for each Dwelling Unit permitted on the Parcel under the Master Development Plan then in effect for Tatum Ranch. If a subdivision plat or other instrument creating Lots is recorded covering all or part of the area within the Parcel, the Parcel shall be reduced in size by the area so platted and the number of Memberships held by the Owner, as Owner of the Parcel, shall be reduced by a number equal to the number of Lots in the recorded subdivision plot. All Memberships attributable to the Parcel shall cease when the land area ceases to be a Parcel because all of the area in the Parcel has been platted otherwise dedicated to the public; and

(f) One Membership for each office Condominium or other commercial Condominium Unit or Units under common ownership as determined and allocated by the Board; provided, however, that a Parcel subdivided as a commercial condominium shall be allocated at least one Membership per acre or fraction thereof.

Each such Membership 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 one Membership for each Lot and of reach acre or fraction thereof in each Parcel as described above, which Memberships shall be shared by any joint owners of, or owners of undivided interests in, a Lot or Parcel. Notwithstanding the foregoing provisions of Section 1, in the event an Owner of two adjoining Lots, or an Owner of a Lot and a portion of an adjoining Lot, combines said areas for use as one residence, upon approval by the Board of Directors, the combined Lots or the combined Lot and a joining property, s the case may be, shall be treated as one Lot hereunder and shall be entitled to one Membership and charged only one Annual Assessment.

Section 2. Tenants. Tenants of Rental Apartments shall not be Members of the Association. The Owners of a Parcel developed with Rental Apartments shall have one Membership for each acre or fraction thereof. In the event Rental Apartments are converted to residential Condominiums, then at the time the declaration of condominium is recorded, there shall be one Membership in the Association for each residential Condominium Unit owned.

Section 3. Declarant. The Declarant shall be a Member of the Association for so long as the Declarant owns any land in Tatum Ranch.-

Section 4. Voting. The Association shall have two classes of voting Memberships:

Class A. Class A Memberships shall be all Memberships except the Class B Memberships. An Owner shall be entitled to one vote for each Class A Membership held by the Owner subject to the authority of the Board to suspend the Owner's voting rights for violations of the Declaration as provided herein.

Class B. The Class B Memberships shall be all Memberships held by the Declarant. Except as otherwise provided in the Declaration, the Declarant shall be entitled to three (3) votes for each class B Membership owned. The Class B Member shall be deemed to be the owner of that number of Memberships which is the sum of (a) the maximum number of Dwelling Units permitted on the then current Master Development Plan and (b) the number of Memberships attributable to the net acres designated for commercial use on such Master Development Plan, minus the number of Class A Memberships then held by Class A Members. As of the date hereof, the Class B Memberships (both residential and commercial) held by the Declarant are deemed to be 5,000. In the event all or any portion of the Annexable Property is hereafter annexed under the Declaration, then the number of Memberships attributable to the Class B Member pursuant to this paragraph shall be increased by the number of residential and commercial Memberships attributable to such Annexable Property. The Class B Memberships shall cease and be converted to Class A Memberships (on the basis of the number of Lots and Parcels owned by the Declarant) on the happening of the first of the following events:

(a) One Hundred and Twenty days after the date when the total votes outstanding in the Class A Memberships equal the total votes outstanding in the Class B Memberships,

(b) Fifteen (15) years from the date of the recording of the Declaration, or

(c) When the Declarant notifies the Association in writing that it relinquishes its Class B Membership.

Section 5. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such

Membership must be case as a unit; fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. IF any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed that he was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made to the Board, in writing at or prior to the time the Vote is cast. In the event more than one vote is cast for a particular Membership, all such votes shall be deemed void.

Section 6. Membership Rights. Each Member shall have the rights, duties and obligations set forth in the Declaration, these Articles, the bylaws, the Tatum Ranch Rules and the Architectural Guidelines, as the same may be amended from item to time. The Association shall have no stockholders, but only Members as herein set forth. No capital stock shall be authorized or issued. The annual meeting of the Members shall be held as provided in the Bylaws.

Section 7. Transfer of Membership. The rights and obligations of the Owner of a Class A Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot or Parcel and then only to the transferee thereof. A transfer of ownership to a Lot or Parcel may be effected by deed, interstate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as permitted by Arizona law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot or Parcel shall automatically transfer the Membership(s) appurtenant to said Lot or Parcel to the new Owner.

Section 8. Adjustment in Votes of Class B Member. In the event the Declaration is hereafter amended to exclude real property from Exhibit A to the Declaration or in the event the general plan of development contemplated by the Master Development Plan (or a modification thereof) is not pursued to completion and an affirmative statement of abandonment of any or all parts of the Master Development Plan is recorded in the office of the County Recorder of Maricopa County, Arizona, then in such event the number of Memberships deemed owned by the Declarant pursuant to Section 4 above shall be reduced by the number of Memberships attributable on the Master Development Plan to the area so abandoned. In addition, in the event the Declarant shall make a "constructive abandonment" of the Master Development Plan, then the number of Memberships deemed owned by Declarant pursuant to Section 4 above shall be reduced by the number of Memberships attributable in the Master Development Plan to the area so abandoned. For the purposes of this Section, a "constructive abandonment" shall be deemed to have occurred when Declarant shall fail to record a Tract Declaration on any area in Tatum Ranch for a period of five years and all on-site and off-site construction and sales activities at Tatum Ranch shall have ceased for a period of five years and Declarant shall

have made no substantial progress towards planning or preparation for continuation of the Master Development Plan for a period of five years. A constructive abandonment shall not occur if the lack of recordation, construction and planning or preparation shall be due to strikes, acts of God, war, riot, insurrection, or other acts which are beyond the control of Declarant. Only areas not then covered by a Tract Declaration may be affirmatively or constructively abandoned.

ARTICLE VII

BOARD OF DIRECTORS

The control and management of the affairs of this Association shall be vested in a Board of Directors of not less than three (3) nor more than eleven (11) directors, as specified in the Bylaws. The number of directors shall always be an odd number. Initially, directors need not be Members, however, after the termination of the Class B Membership, all directors must be Members of the Association. Directors shall be elected at the Annual Meeting of the Members for terms as provided in the Bylaws. The names and addresses of the persons who are to serve as directors beginning with the incorporation of the Association until their successors are elected and qualified are:

<u>Names</u>	<u>Addresses</u>
Anthony L. Camberlango	2828 N. Central Ave., Suite 1212 Phoenix, Arizona 85004
Gary Pundsack	2828 N. Central Ave., Suite 1212 Phoenix, Arizona 85004
Michael D. Johnson	2828 N. Central Ave., Suite 1212 Phoenix, Arizona 85004

The Board of Directors shall have power and authority to enact Bylaws and amendments thereto which are not inconsistent with the provisions hereof and not inconsistent with the Declaration. The officers of the Association shall be elected by the Board of Directors as provided by the Bylaws.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments. The Articles may be amended by the affirmative vote of seventy-five percent (75%) of the votes of Members of the Association cast at a duly

called meeting of the Members, provided, however, that for purposes of an election to amend these Articles, the Declarant shall have only one vote per Class B Membership.

Section 2. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in the Articles to the contrary notwithstanding, the Board shall have the right to amend all or any part of the Articles to such an extent and with such language as may be requested by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Corporation ("FNMA") and to further amend the Articles to the extent required or requested by any other federal, state or local government agency which requests such an amendment as a condition precedent to such agency's approval of the Articles or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or Parcel(s) or any portions thereof. In the event of such an amendment, articles of amendment shall be executed, filed and published as provided under Arizona law. Declarant shall retain control of the Association and its activities by electing the Board of Directors during the anticipate period of planning and development of Tatum Ranch and until the Class B Membership ceases pursuant to Article VI, Section 4 above. Any amendment which deletes, diminishes or alters such control must be approved by the Declarant.

ARTICLE IX

DURATION AND DISSOLUTION

The Association shall exist so long as the Declaration is in effect, which shall be for an initial period of twenty (20) years from the date the Declaration is recorded, and for successive extension periods of ten (10) years each. However, the Declaration may be terminated, and the Association dissolved, at any time if seventy-five percent (75%) of the authorized votes of each class of Members shall be cast in favor of termination and dissolution at an election held for such purpose.

ARTICLE X

INCORPORATOR

The name and addresses of the incorporator is as follows:

<u>Names</u>	<u>Addresses</u>
Michelle G. Trca	2828 N. Central Ave., Suite 1212 Phoenix, Arizona 85004

ARTICLE XI

INDEMNIFICATION AND LIMITATION OF LIABILITY

The Association shall indemnify all of its directors, committee members and officers, and its former directors, committee members and officers, to the maximum extent authorized by law, against expenses incurred by them, including without limitation legal fees, and judgments and penalties rendered or levied against them or any of them in any legal action brought against any such person for actions or omissions alleged to have been committed by any such person while acting within the scope of his or her authority as a director, committee member or officer of the Association, provided that the Association shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Association, at its own expense and through counsel of its own choosing, to defend him or her in any such legal action. Except as prohibited by the Act, directors, committee members and other persons serving on the Board or a committee in an advisory capacity shall have no personal liability to the Association or its Members for monetary damages for a breach of fiduciary duty.

ARTICLE XII

FHA/VA APPROVAL

If the Declaration and these Articles have been initially approved by the FHA or the VA in connection with any loan programs made available by FHA or VA and any loans have been made on property in Tatum Ranch which are insured or guaranteed by FHA or VA, then as long as there is a Class B Membership, the following actions will require the prior approval of the FHA or VA, as applicable, unless the need for such approval has been waived by FHA or VA: (i) annexation of additional properties, (ii) mergers and consolidations, (iii) encumbering the Common Area, (iv) dedication of the Common Area except as required by zoning stipulations or agreements with the City of Phoenix effective prior to the date hereof, and (v) dissolution and amendment of these Articles.

Dated this 12th day of January, 1989.