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PROP RSTR (RS)

TRACT DECLARATION AND  
DECLARATION OF ADDITIONAL COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
TATUM RANCH PARCEL 1

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
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HELEN PURCELL, County Recorder  
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TRACT DECLARATION AND  
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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	DEFINITIONS.....	2
ARTICLE 2	MASTER DECLARATION.....	4
2.1	Master Declaration.....	4
2.2	Land Use Classification.....	4
ARTICLE 3	PARCEL 1 ASSESSMENTS.....	4
3.1	Creation of the Lien and Personal Obligation of Parcel 1 Assessments.....	4
3.2	Purpose of the Parcel 1 Assessments.....	5
3.3	Annual Parcel 1 Assessment.....	5
3.4	Special Assessments.....	5
3.5	Date of Commencement of Annual Parcel 1 Assessments; Due Dates.....	6
3.6	Rate of Assessment.....	6
3.7	Parcel 1 Assessments on Lots Subsequently Annexed.....	6
3.8	Collection of Parcel 1 Assessments, Remedies of the Association.....	7
3.9	Subordination of the Lien to Mortgages.....	7
3.10	Exemption of Owner.....	7
3.11	Maintenance of Reserve Fund.....	7
3.12	No Offsets.....	7
ARTICLE 4	PERMITTED USES AND RESTRICTIONS.....	7
4.1	Construction Requirements.....	7
4.2	No Party Walls.....	8
4.3	Declarant's Exemption.....	8
4.4	Adjacent Lot Ownership.....	8

ARTICLE 5 EASEMENTS..... 8

5.1 Utility Easement..... 8

5.2 Easements for Ingress and Egress..... 8

5.3 Association's Easement For Performing Maintenance Responsibilities..... 9

5.4 Easement for Walls Along Equestrian Trail and Drainage Easement..... 9

ARTICLE 6 MAINTENANCE..... 9

6.1 Maintenance of Parcel 1 Assessment Areas by the Association..... 9

6.2 Other Exterior Maintenance by Association..... 10

6.3 Maintenance of Additional Party Walls and Street Signs..... 10

6.4 Maintenance of Lots by Owners..... 10

ARTICLE 7 ANNEXATION OF ADDITIONAL LAND..... 10

7.1 Right of Annexation..... 10

7.2 No Assurances..... 11

ARTICLE 8 GENERAL PROVISIONS..... 12

8.1 Enforcement..... 12

8.2 Severability..... 12

8.3 Duration..... 12

8.4 Amendment..... 12

8.5 Violations and Nuisance..... 13

8.6 Delivery of Notices and Documents..... 13

8.7 Binding Effect..... 13

8.8 Gender..... 14

8.9 Topic Headings..... 14

8.10 Right to Replat..... 14

TRACT DECLARATION AND DECLARATION  
OF ADDITIONAL COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR TATUM RANCH PARCEL 1

THIS TRACT DECLARATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the 26th day of February, 1990, by SunCor Development Company, an Arizona corporation (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has heretofore executed and caused to be recorded that certain SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TATUM RANCH dated December 21, 1988, which document was recorded on December 27, 1988 as Recording Number 88-625068, Records of Maricopa County, Arizona (the "Master Declaration") which covered property known as "Tatum Ranch";

WHEREAS, the Declarant holds legal title to certain real property (the "Property") located in Phoenix, Maricopa County, Arizona, which is more particularly described as follows:

Lots 1 through 5, inclusive, Lots 25 through 32, inclusive, and Lots 58 through 62, inclusive, and Tracts 1-L1, 1-L2, 1-L3, and 1-SC1 of Tatum Ranch Parcel 1 Unit 1, a subdivision per plat recorded in Book 335 of Maps, page 48, Records of Maricopa County, Arizona, along with those portions of the following streets which are shown on said plat: Rancho Caliente Drive, 47th Street, and 47th Place.

WHEREAS, the Property described above and any property hereafter annexed hereunder is or will be part of Tatum Ranch and subject to the Master Declaration;

WHEREAS, Declarant desires to establish a Land Use Classification (as defined in the Master Declaration) for the Property and further desires to establish for its own benefit, and for the mutual benefit of all future owners, lienholders, occupants or any other holders of an interest in the Property, or any part thereof, certain easements and rights, and certain mutually beneficial covenants, restrictions and obligations with respect to the proper use, conduct and maintenance of said Property;

NOW, THEREFORE, Declarant hereby declares the Lots, Tracts and streets described above and any additional Lots, Tracts and streets hereafter annexed shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter sometimes collectively termed "covenants and restrictions") which

are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE 1

### DEFINITIONS

1.1. "Annexable Property" means the real property located in Maricopa County, Arizona, which is described on Exhibit A attached hereto and made a part hereof together with all buildings and other Improvements located thereon and all easements, rights and appurtenances belonging thereto.

1.2. "Architectural Committee" means the Residential Architectural Committee created pursuant to Article XI of the Master Declaration.

1.3. "Articles" means the Articles of Incorporation of the Community Association filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

1.4. "Board" means the Board of Directors of the Community Association.

1.5. "Bylaws" means the bylaws of the Community Association, as such bylaws may be amended from time to time.

1.6. "Community Association" or "Association" means the Tatum Ranch Community Association, an Arizona non-profit corporation, organized pursuant to the provisions of the Master Declaration.

1.7. "Declarant" means SunCor Development Company, an Arizona corporation, its successors and any person or entity to whom it may expressly assign any or all of its rights under this Declaration.

1.8. "Declaration" means this Tract Declaration and Declaration of Additional Covenants, Conditions and Restrictions for Tatum Ranch Parcel 1, as it may from time to time be further amended.

1.9. "First Mortgage" means any mortgage or deed of trust with first priority over any other mortgage or deed of trust.

1.10. "Improvement" or "Improvements" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.11. "Lot" means any real property designated as a Lot on the Plat which is covered by this Declaration.

1.12. "Owner" means the record owner, whether one or more persons or entities, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include (a) persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (b) a lessee or tenant of a Lot. Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a purchaser equitable title in a Lot under which the seller is obligated to convey to the purchaser the remainder of seller's title in the Lot, whether legal or equitable, on payment in full of all monies due under the contract. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the trustor under the deed of trust shall be deemed to be the Owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.13. "Parcel 1 Assessment Areas" means that portion of Rancho Caliente Drive, 47th Street and 47th Place shown on the Plat, and all Improvements located thereon, including, but not limited to, private entrance gates, curbs, and medians in the streets and landscaping thereon, along with the appurtenant facilities necessary to maintain the same, plus any additional Parcel 1 Assessment Areas designated on a declaration of annexation recorded pursuant to Article 7 of this Declaration. The Parcel 1 Assessment Areas are for the sole benefit of the Owners of the Lots covered by this Declaration.

1.14. "Parcel 1 Assessments" means the assessments levied and assessed against each Lot pursuant to Article 3 of this Declaration.

1.15. "Plat" means the plat of survey of Tatum Ranch Parcel 1 Unit 1, which plat has been recorded with the County Recorder of Maricopa County, Arizona, in Book 335 of Maps, page 48, and all amendments thereto. In addition, "Plat" shall hereafter include any recorded plat for any lots and tracts hereafter annexed hereunder pursuant to Article 7 of this Declaration.

1.16. "Property" or "Project" means the real property described on page one of this Declaration and all real property

subsequently annexed by the Declarant pursuant to Article 7 of this Declaration together with all buildings and other Improvements located thereon, and all easements, rights and appurtenances belonging thereto.

1.17. "Purchaser" means any person other than the Declarant, who by means of a voluntary transfer becomes the Owner of a Lot except for an Owner who, in addition to purchasing a Lot, is assigned any or all of the Declarant's rights under this Declaration.

1.18. "Single Family Residential Use" means the occupation or use of a residence by a single family (as defined in the Master Declaration) in conformity with the Master Declaration, this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

## ARTICLE 2

### MASTER DECLARATION

2.1. Master Declaration. As described above, the Project is part of a planned community known as "Tatum Ranch". This Declaration and the planned area subdivision created hereby are subject to the terms and conditions of the Master Declaration and the Articles of Incorporation, Bylaws, rules, and architectural regulations (collectively, the "Community Association Documents") of the Community Association, as such documents may from time to time be amended. Each Unit Owner will be obligated to pay assessments and other charges to the Community Association in accordance with the Master Declaration and the Community Association Documents in addition to assessments and other charges due to the Community Association under this Declaration.

2.2. Land Use Classification. Pursuant to Article IV, Section 1 of the Master Declaration, the Declarant hereby establishes the land use classification of the Property described above (together with all Lots and Tracts hereafter annexed hereunder) as Single Family Residential Use.

## ARTICLE 3

### PARCEL 1 ASSESSMENTS

3.1. Creation of the Lien and Personal Obligation of Parcel 1 Assessments. As authorized in Article VII, Section 12 of the Master Declaration, the Community Association shall levy and shall maintain a separate account for the Parcel 1 Assessments. The Declarant, for each Lot owned by it, hereby covenants, and each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Community Association Parcel 1 Assessments. The Parcel 1 Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which

each such Parcel 1 Assessment is made. Each such Parcel 1 Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Parcel Assessment became due. The personal obligation for delinquent Parcel 1 Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

3.2. Purpose of the Parcel 1 Assessments. The Parcel 1 Assessments levied by the Community Association shall be used exclusively for the upkeep and maintenance of the Parcel 1 Assessment Areas, the operation and maintenance of the private entrance gate(s) at the entrance(s) to the Project, the street signs and street lights as provided in Subsection 6.3(c), and any related security measures approved by the Board, and the performance and exercise by the Community Association of its rights, duties and obligations under this Declaration. Notwithstanding the foregoing, Parcel 1 Assessments shall not be used to cover the expenses of the maintenance described hereafter in Section 6.2 and Subsections 6.3(a) and (b); said expenses shall be included in and covered by the Annual Assessments levied by the Community Association on all of Tatum Ranch as provided in Article VII of the Master Declaration.

3.3. Annual Parcel 1 Assessment. In order to provide funds for the Community Association to perform its duties and obligations under this Declaration, including the establishment of replacement and maintenance reserves, for each fiscal year of the Community Association commencing with the year in which this Declaration is recorded and the Community Association commences maintenance of one or more of the Parcel Assessment Areas, the Board shall assess against each Lot an annual Parcel 1 Assessment. The amount of the annual Parcel 1 Assessment shall be in the sole discretion of the Board. The Board shall give notice of the annual Parcel 1 Assessment to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Community Association, but the failure to give such notice shall not affect the validity of the annual Parcel 1 Assessment established by the Board nor relieve any Owner from its obligation to pay the annual Parcel 1 Assessment. If the Board determines during any fiscal year that for any reason, including, without limitation, nonpayment of Parcel 1 Assessments by Owners, its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all expenses to be paid from the Parcel 1 Assessments, it may increase the annual Parcel 1 Assessment for that fiscal year, and the revised annual Parcel 1 Assessment shall commence on the date designated by the Board.

3.4. Special Assessments. In addition to the annual Parcel 1 Assessments authorized above, the Community Association may levy, in any fiscal year, a special Parcel 1 Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Parcel 1 Assessment Area, including fixtures and personal property related thereto, provided that any such special Parcel 1 Assessment shall have the written assent of Owners of at least two-thirds (2/3) of the Lots.



3.5. Date of Commencement of Annual Parcel 1 Assessments; Due Dates. The annual Parcel 1 Assessments shall commence as to all Lots on the first day of the month following the recording of this Declaration and the commencement by the Association of the maintenance of one or more of the Parcel Assessment Areas. The first annual Parcel 1 Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board may require that the annual Parcel 1 Assessment be paid in installments and in such event the Board shall establish the due dates for each installment. Unless otherwise determined by the Board, annual Parcel 1 Assessments shall be paid in twelve equal monthly installments due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Parcel 1 Assessments on a specified Lot have been paid.

3.6. Rate of Assessment. Parcel 1 Assessments must be fixed at a uniform rate for all assessable Lots; provided, however, that the Owner of a Lot shall pay only 25% of the annual Parcel 1 Assessment attributable to his Lot until the earlier of (a) the completion of a Dwelling Unit (as defined in the Master Declaration) on the Lot or (b) six months after the commencement of construction of a Dwelling Unit on the Lot. For purposes of this Section 3.6, a Dwelling Unit shall be deemed complete when, in the opinion of the Board, the building is ready for occupancy. If the Owner of a Lot ceases to qualify for the reduced 25% rate during the period to which an annual Parcel 1 Assessment is attributable, the Parcel 1 Assessment attributable to the Lot shall be prorated between the applicable rates on the basis of the number of days in the period that the Owner qualifies for each rate. This provision shall not preclude the Association from making a separate or additional charge to an Owner for or on account of special services or benefits rendered to, conferred upon or obtained by or for that Owner or his Lot.

3.7. Parcel 1 Assessments on Lots Subsequently Annexed. The annual Parcel 1 Assessment for Lots annexed by the Declarant pursuant to Article 7 of this Declaration shall commence on the first day of the first month following the month in which the annexed portion of the Annexable Property becomes irrevocably annexed to the Project in accordance with Section 7.1 of this Declaration, and no Parcel 1 Assessments may be levied against any such Lot until such time. If any Declaration of Annexation recorded pursuant to Article 7 of this Declaration divides the Annexable Property being annexed into separate phases, then the annual Parcel 1 Assessments for Lots annexed by the Declarant shall not commence until the first day of the first month following the month in which the phase of the Annexable Property within which such Lot is located is irrevocably annexed in accordance with Section 7.1 of this Declaration, and no Parcel 1 Assessments may be levied against any such Lot until such time.

3.8. Collection of Parcel 1 Assessments; Remedies of the Association. The Community Association shall have the same rights and remedies with respect to the assessment, billing, collection and enforcement of the Parcel 1 Assessments as are set forth in Article VII, Sections 8 and 9 of the Master Declaration.

3.9. Subordination of the Lien to Mortgages. The lien of the Association for delinquent Parcel 1 Assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the Parcel 1 Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of the First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Parcel 1 Assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Parcel 1 Assessments thereafter becoming due or from the lien thereof.

3.10. Exemption of Owner. No Owner of a Lot may exempt himself from liability for Parcel 1 Assessments levied against his Lot or for other amounts which he may owe to the Association under this Declaration by waiver and non-use of any of the Parcel 1 Assessment Areas and facilities or by the abandonment of his Lot.

3.11. Maintenance of Reserve Fund. Out of the annual Parcel 1 Assessments, the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Parcel 1 Assessment Areas.

3.12. No Offsets. All Parcel 1 Assessments shall be payable in accordance with the provisions of this Declaration, and no offsets against such Parcel 1 Assessments shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers.

#### ARTICLE 4

##### PERMITTED USES AND RESTRICTIONS

The use of the Property is subject to certain use restrictions contained in Article IV, Sections 2 and 3 of the Master Declaration. In addition, the Property is subject to the following restrictions:

4.1. Construction Requirements. All requirements regarding the construction, erection and installation of Improvements on a Lot shall be established in the Design Guidelines (as defined in the Master Declaration) promulgated by the Architectural Committee pursuant to Article V, Section 3 and Article XI, Section 2 of the

Master Declaration, and all Improvements on a Lot must be approved by the Architectural Committee and in compliance with the Design Guidelines.

4.2 No Party Walls. No Party Walls (as defined in the Master Declaration) shall be constructed or erected by an Owner on, near, or immediately adjacent to the boundary of a Lot to separate said Lot from an adjacent Lot, provided, however, that the Design Guidelines may authorize the construction of a privacy wall, which is not a Party Wall, upon conditions described therein.

4.3. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent or restrict the erection or maintenance by Declarant, or its duly authorized agents, of structures, Improvements or signs necessary or convenient to the construction, development, identification, or sale of Lots or other property within the Project.

4.4. Adjacent Lot Ownership. When two or more adjacent Lots are acquired by the same Owner and combined as a single building site with the approval of the Architectural Committee and any government agency having jurisdiction over zoning and residential construction, the Owner shall continue to pay an Assessment pursuant to the Master Declaration and a Parcel 1 Assessment for each of the original Lots. The provisions of this Section 4.5 shall not apply to any Lots which are enlarged, combined or otherwise altered pursuant to an amended subdivision plat regarding said Lot(s) which is recorded by the Declarant.

## ARTICLE 5

### EASEMENTS

5.1. Utility Easement. There is hereby created a blanket easement upon, across, over and under the Parcel 1 Assessment Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities approved by the Declarant or the Board, including, but not limited to, water, sewer, gas, telephone, electricity and a cable television system. This easement shall in no way affect any other recorded easements on the Parcel 1 Assessment Areas.

5.2. Easements for Ingress and Egress. Easements for ingress and egress are hereby reserved to the Declarant and its assignees, the Owners, and their families, guests, tenants and invitees (a) for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the Parcel 1 Assessment Areas, and (b) for pedestrian and vehicular traffic over, through and across the Parcel 1 Assessment Areas streets and roadways which are designated and paved for such purpose.

5.3. Association's Easement For Performing Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Parcel 1 Assessment Areas and the Lots for the purpose of repairing, maintaining and replacing the Parcel 1 Assessment Areas and for performing all of the Association's other rights, duties and obligations under this Declaration.

5.4. Easement for Walls Along Equestrian Trail and Drainage Easement. An easement is hereby reserved to the Declarant and the Association upon, across, over and under the Lots adjacent to the equestrian trail and drainage easement identified as the cross-hatched areas on Exhibit B, and those Lots which are later annexed hereunder which are also adjacent to said drainage easement and equestrian trail areas, for the purpose of constructing and maintaining a wall on said Lots which will separate the Lots from the equestrian trail and drainage easement areas. The walls separating the Lots from the equestrian trail and drainage easement areas shall be Party Walls for all purposes hereunder and under the Master Declaration.

## ARTICLE 6

### MAINTENANCE

6.1. Maintenance of Parcel 1 Assessment Areas by the Association. The Association shall be responsible for the maintenance, repair and replacement of the Parcel 1 Assessment Areas and may, without any approval of the Owners being required, do any of the following:

(a) Reconstruct, repair, replace or refinish any Improvement or portion thereof, including, but not limited to, the private entrance gate(s), located on the Parcel 1 Assessment Areas;

(b) Construct, reconstruct, repair, replace or refinish any portion of the Parcel 1 Assessment Areas used as a road, street, walk, median, driveway or parking area;

(c) Replace injured and diseased trees or other vegetation in the Parcel 1 Assessment Areas, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for drainage or the conservation of water and soil and for aesthetic purposes;

(d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof; and

(e) Do all such other and further acts which the Board deems necessary to preserve and protect the Parcel 1 Assessment Areas and the appearance thereof, in accordance with the general purposes specified in this Declaration.

6.2. Other Exterior Maintenance by Association. The Association shall maintain and otherwise manage as Common Areas (as defined in the Master Declaration)

(a) Tracts 1-L1, 1-L2, 1-L3 and 1-SC1, and

(b) the areas subject to the drainage easement and the equestrian trail identified as the crosshatched areas on Exhibit B attached hereto and made a part hereof.

6.3. Maintenance of Additional Party Walls and Street Signs.

(a) The Association and the Owner shall also maintain and repair the Party Walls separating the Lots from the areas subject to the equestrian trail and drainage easement shown on Exhibit B as provided in Article IV Section 2(p) of the Master Declaration;

(b) The Declarant anticipates the erection of a retaining wall separating a portion of Lot 58 and a portion of Lot 32 from 47th Street and also the erection on a portion of Lot 1 and Lot 62 of walls separating those Lots from Tract 1-L1, Tract 1-L2 and Rancho Caliente Drive. The walls described in this Section 6.3(b) shall be maintained and repaired as Party Walls by the Association and the respective Owners as provided in Article IV, Section 2(p) of the Master Declaration; and

(c) The Association shall maintain and repair all street signs, any street lights, and any mailbox facilities common to the Project located on Lots or Tracts included in the Property.

6.4. Maintenance of Lots by Owners. Each Owner shall be solely responsible for the maintenance, repair and replacement of his Lot, and the residence and all Improvements located thereon.

## ARTICLE 7

### ANNEXATION OF ADDITIONAL LAND

7.1. Right of Annexation. Declarant hereby expressly reserves the right, until ten (10) years from the date of recording

of this Declaration, and without the consent of any Owner, to annex and subject to this Declaration all or any portion of the Annexable Property. The annexation of all or any portion of the Annexable Property shall be accomplished by the Declarant recording with the County Recorder of Maricopa County, Arizona, a Declaration of Annexation stating the following:

(a) The legal description of the Annexable Property being annexed; and

(b) A description of any portion of the Annexable Property being added which will be Parcel 1 Assessment Area.

Any portion of the Annexable Property annexed pursuant to this Section shall not become irrevocably annexed and subjected to this Declaration until the date on which the first Lot within the annexed portion of the Annexable Property is conveyed to a Purchaser. If any Declaration of Annexation recorded pursuant to this Section divides the portion of the Annexable Property being annexed into separate phases, then each phase of the property being annexed shall not become irrevocably annexed and subjected to this Declaration until the date on which the first Lot within such phase is conveyed to a Purchaser. A Declaration of Annexation may include additional restrictions upon the Annexable Property being annexed thereby.

The Declarant shall have the right to amend any Declaration of Annexation recorded pursuant to this Section to change the description of phases within the property being annexed; provided, however, that the Declarant may not change any portion of the Annexable Property which has already become irrevocably annexed and subjected to this Declaration. At any time prior to the date which is ten (10) years after the recording of this Declaration, the Declarant may withdraw from the Project any part of the Annexable Property which has not been irrevocably annexed and subjected to this Declaration to the Project pursuant to the provisions of this Section. Any such withdrawal of property from the Project shall be accomplished by the recording with the County Recorder of Maricopa County, Arizona, of a Declaration of Withdrawal describing the portion of the property being withdrawn. Upon the recording of any such Declaration of Withdrawal, that portion of the Annexable Property described in the Declaration of Withdrawal shall no longer be part of the Project or subject to the Declaration.

7.2. No Assurances. Declarant makes no assurances as to the exact location of buildings and other Improvements to be constructed on the Annexable Property. Declarant makes no assurances as to the exact number of Lots which may be added by annexation of all or any portion of the Annexable Property. Declarant makes no assurances as

to what Improvements may be constructed on the Annexable Property but if all or any portion of such property is annexed hereunder the Improvements on the Annexed Property shall be consistent in quality with the Improvements constructed on the real property initially covered by this Declaration.

## ARTICLE 8

### GENERAL PROVISIONS

8.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by the written approval of Owners representing not less than seventy-five percent (75%) of the Lots and with the approval of the Declarant or Board as provided in Article XIII, Section 2 of the Master Declaration. Any termination of this Declaration shall be evidenced by a Declaration of Termination signed by all the approving Owners and, if appropriate, by the President or Vice President of the Association and recorded with the County Recorder of Maricopa County, Arizona.

8.4. Amendment.

(a) The Declaration may only be amended by the written approval or the affirmative vote of Owners of not less than seventy-five percent (75%) of the Lots and with the approval of the Declarant or Board as provided in Article XIII, Section 2 of the Master Declaration.

(b) So long as the Declarant owns any Lot, any amendment which would delete or modify any right granted to the Declarant by this Declaration must be approved in writing by the Declarant.

(c) Any amendment approved pursuant to Subsection (a) above shall be signed by all the approving Owners and, if appropriate, the President or Vice President of the Association. Any such amendment shall be recorded with the County Recorder of Maricopa County, Arizona and shall certify that the amendment has been approved as required by this Section.

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

8.5. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Declarant, the Association or any Owner.

8.6. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or the Architectural Committee, in care of Kinney Management Services, P.O. Box 50069, Phoenix, Arizona 85076, and if to the Declarant at 2828 North Central Avenue, Suite 1212, Phoenix, Arizona 85004; if to an Owner, to the address of his Lot or to any other address last furnished by the Owner to the Association; provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

8.7. Binding Effect. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in



this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

8.8. Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

8.9. Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or this Declaration.

8.10. Right to Replat. Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time, without the consent of other Owners, to resubdivide and replat any Lot or Lots which the Declarant then owns and has not sold.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the day and year first above written.

SUNCOR DEVELOPMENT COMPANY, an Arizona corporation

By: [Signature]  
Its: President & CEO

APPROVED AND AGREED TO:

TATUM RANCH COMMUNITY ASSOCIATION,  
an Arizona nonprofit corporation

By: [Signature]  
Its: President

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STATE OF ARIZONA )  
 : ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 1990, by John C. Osden, as President & CEO of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation.

Julie A. Minter-Elliott  
Notary Public

My Commission Expires:  
November 14, 1990



STATE OF ARIZONA )  
 : ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 1990, by Anthony Camberlango, as President of TATUM RANCH COMMUNITY ASSOCIATION, an Arizona nonprofit corporation.

Julie A. Minter-Elliott  
Notary Public

My Commission Expires:  
November 14, 1990



# TATUM RANCH MAP OF DEDICATION

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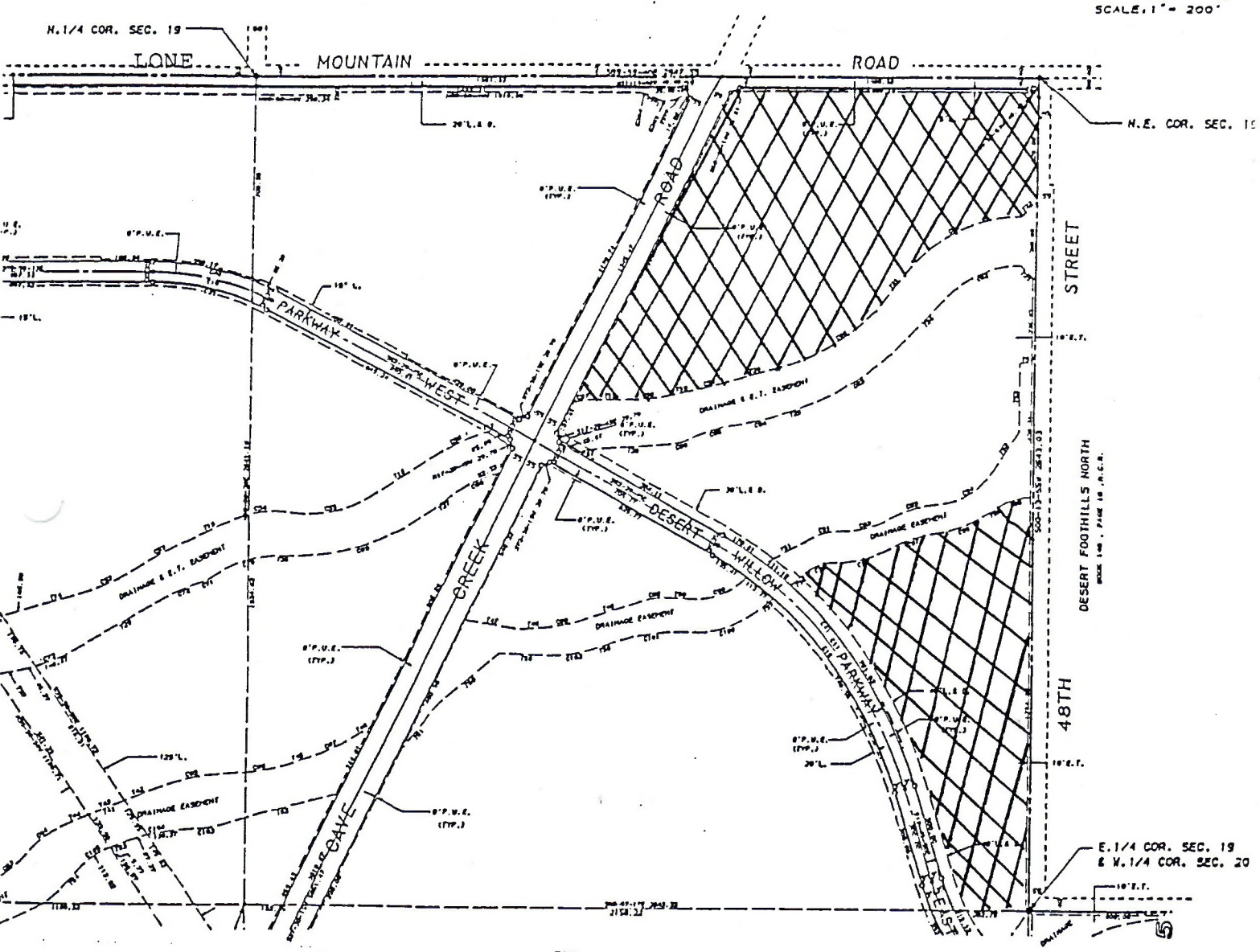
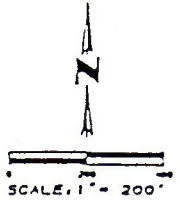


EXHIBIT A

*City of Phoenix*  
319  
45

*T. Stempel*

SEE  
SHEET  
5

M-87019

**COE & VAN LOO**  
CONSULTING ENGINEERS INC. PHOENIX ARIZONA

# TATUM RANCH MAP OF DEDICATION

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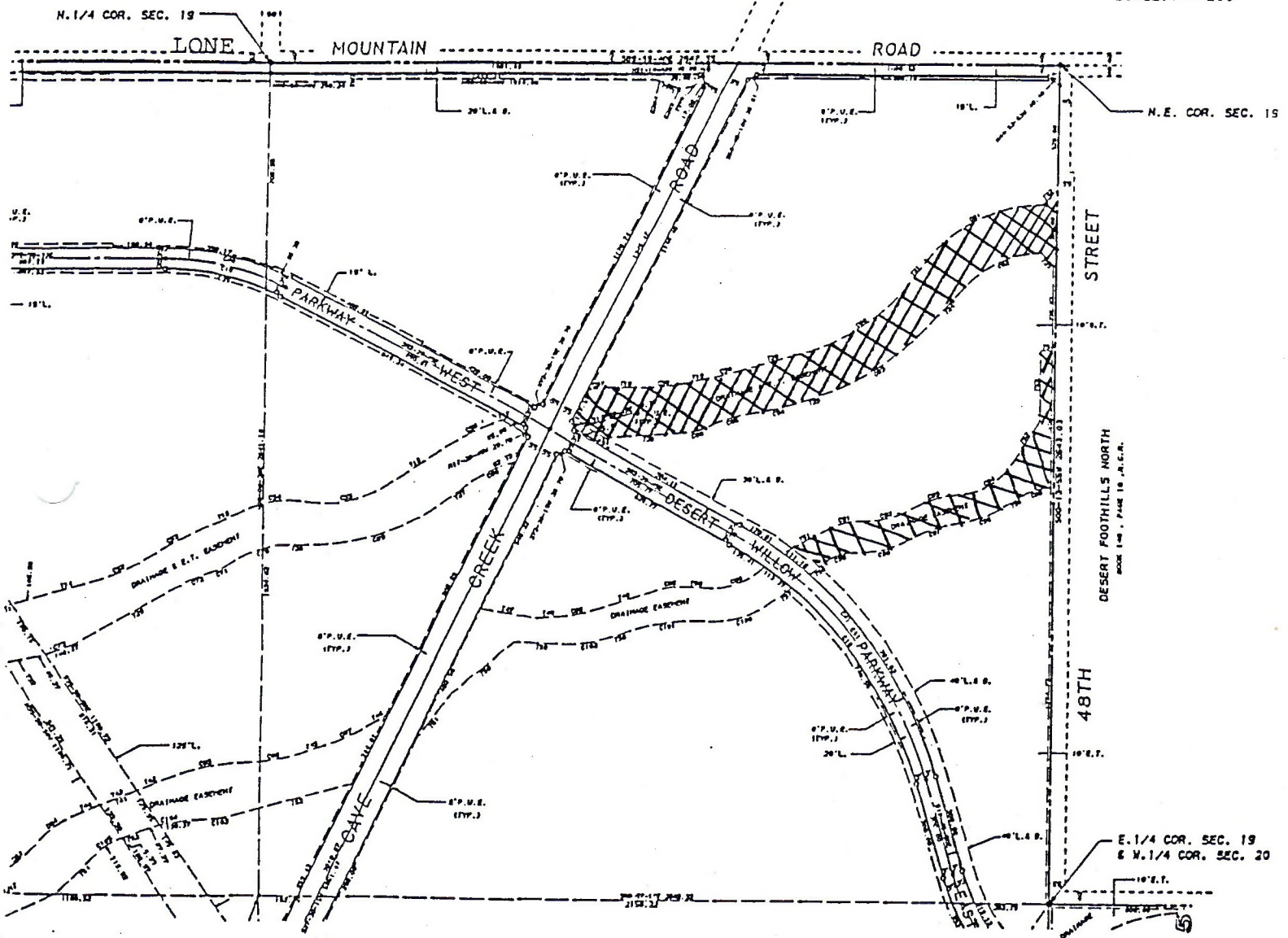
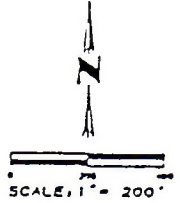


EXHIBIT B

*City of Phoenix*  
319  
45

*T. Stang*

SHEET  
SHEET

MF-87019

**COEYAN LOO** PHOENIX ARIZONA  
CONSULTING ENGINEERS INC.