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RECORD OF DEEDS OF MARICOPA COUNTY, ARIZONA FEB 03 1986 - 1 00 KEITH POLETIS, County Recorder FEE 35-50 PGS 33 L.D. H+R
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When recorded, return to:

Desert Foothills Developers
8711 East Pinnacle Peak Road
Scottsdale, Arizona 85255

EASEMENT (EA)

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR WINDY WALK

THIS DECLARATION is made as of the date hereinafter set forth by DESERT FOOTHILLS DEVELOPERS, an Arizona joint venture.

R E C I T A L S

A. Desert Foothills Developers is the owner of real property located in Scottsdale, Maricopa County, Arizona, which is legally described on Exhibit A to this Declaration (the "Land"), and on Exhibit B to this Declaration ("Windy Walk Drive") (the Land and Windy Walk Drive shall be referred to herein collectively as the "Property").

B. Desert Foothills Developers intends to develop the Land, in stages, as a first class single-family residential subdivision to be called Windy Walk.

C. Desert Foothills Developers intends to improve Windy Walk Drive as a private street for the use of the Owners within Windy Walk and their tenants, guests and invitees and to convey Windy Walk Drive to the Association as Common Area.

D. Desert Foothills Developers deems it desirable to establish covenants, conditions and restrictions upon the Property which shall constitute a general scheme for the development and government of the Property and for the use, occupancy and enjoyment of the Property, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life within Windy Walk.

E. In order to preserve the value, desirability and attractiveness of the Property, Desert Foothills Developers intends to form a corporation, to be known as the Windy Walk Homeowners' Association, which shall have the responsibility to maintain and administer the Common Areas, to administer and enforce this Declaration, to collect and disburse funds as provided in this Declaration, and to perform such

other acts as set forth in this Declaration and as shall generally benefit the Property.

F. The Property, together with other real property, is part of Troon Village, and is subject to that certain Declaration of Covenants, Conditions and Restrictions for Troon Village dated December 27, 1984 and recorded December 28, 1984 as Instrument No. 84-557396, records of Maricopa County, Arizona (the "Troon Village Declaration"), pursuant to which the Troon Village Association is established. The provisions of this Declaration are subject and subordinate to the provisions of the Troon Village Declaration and the Articles of Incorporation and Bylaws of the Troon Village Association.

G. The Property is subject to that certain Tract Declaration for Windy Walk dated December 20, 1985 and recorded February 3, 1986, as Instrument No. 86-052688, records of Maricopa County, Arizona (the "Tract Declaration"), which provides that the Property shall be used exclusively for single-family residential purposes and imposes additional covenants, conditions, restrictions and easements on the Property. The provisions of this Declaration are subject and subordinate to the provisions of the Tract Declaration.

NOW, THEREFORE, Desert Foothills Developers hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and all of which are hereby declared to be for the benefit of the Property and the Owners thereof, their heirs, personal representatives, administrators, executors, successors, grantees and assigns. These Restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

1.01 "Association" shall mean and refer to Windy Walk Homeowners' Association, an Arizona nonprofit corporation to be organized by Declarant to administer and enforce this Declaration and to exercise the rights, powers and duties of the Association as set forth in this Declaration and such corporation's successors and assigns.

1.02 "Board" means the Board of Directors of the Association.

1.03 "Common Areas" shall mean Tract A shown on the subdivision plat of the Property recorded February 3, 1986, in Book 294 of Maps, page 15, records of Maricopa County, Arizona, Windy Walk Drive and all recreational facilities, community facilities, trees, pavements, streets, landscaping, pipes, wires, conduits and other public utility lines located thereon and all additions to such areas made by any supplementary declaration, together with any other real or personal property owned by the Association.

1.04 "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas and the improvements thereon; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers and other employees, accountants, attorneys and other agents; the costs of utilities, street maintenance and repair, trash pick-up and disposal, landscaping, security services, maintenance of guard houses, and other services benefitting the Property; the cost of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas or other Association property; other insurance costs authorized herein; reasonable reserves as deemed appropriate by the Board; the costs of bonding of the members of the Board and officers of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof; and the costs of any other item or items designated by, or incidental to other expenses incurred by, the Association for any reason whatsoever which in the good faith judgment of the Board are incurred in connection with the Common Areas, pursuant to the Articles of Incorporation or the Bylaws in furtherance of the purposes of the Association, or in the discharge of any obligations imposed on the Association by this Declaration.

1.05 "Declarant" shall mean Desert Foothills Developers, an Arizona joint venture and any successor or assign of Declarant's rights and powers hereunder to which such rights are assigned by a recorded instrument.

1.06 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Windy Walk, as amended or supplemented from time to time.

1.07 "Default Rate" shall mean an annual rate of interest equal to the prime rate as published by The Valley

National Bank of Arizona, a national banking association, Phoenix, Arizona, from time to time while interest is accruing (with interest hereunder adjusted as and when said prime rate is adjusted) plus four (4) percentage points, but never less than eighteen percent (18%) per annum. Notwithstanding anything herein to the contrary, if, during any periods, the highest lawful rate of interest which may be paid by the person required to pay the Default Rate is less than the Default Rate, the interest payable by such person during said periods shall be the highest lawful rate. If The Valley National Bank of Arizona should cease doing business or no longer announce its prime rate as described above, the Board may specify the rate, in lieu of said prime rate, for purposes of computing the Default Rate, which the Association would reasonably have to pay to borrow money at the time.

1.08 "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot and intended for use and occupancy as a single-family residence.

1.09 "Windy Walk" shall mean the single-family residential project which will be developed on the Property.

1.10 "Lot" shall mean and refer to a separately designated and legally described plot of land and the improvements thereon designated as a Lot on the most recently recorded subdivision plat or plats of the Property. The platted lots are referred to collectively herein as "Lots."

1.11 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.12 "Owner" shall mean and refer to the record holder of legal title to the fee interest in any Lot, regardless of whether such Owner actually resides on any part of the Lot and shall include a purchaser of a Lot who holds equitable title to a Lot purchased pursuant to a recorded contract of sale. The foregoing is not intended to include persons who hold an interest in any Lot merely as security for the performance of an obligation or the Seller under a contract of sale. "Owner" shall also include each person who owns title to a Lot in joint tenancy, tenancy in common, as community property, or any other form of joint ownership. "Owner" shall include Declarant as long as Declarant owns any Lot within the Property.

1.13 "Property" shall mean and refer to the Property and such additions thereto as are made subject to this Declaration by any supplementary declaration.

ARTICLE 2ASSOCIATION

2.01 Purpose. The Windy Walk Homeowners' Association shall be a nonprofit corporation organized under and by virtue of the laws of the State of Arizona for the general welfare and benefit of the Owners. The Association, through its Members and Board shall take appropriate action to manage, maintain, repair, replace and improve the Common Areas, together with all improvements located thereon, to perform related activities, and to perform all other functions and duties assigned to the Association by this Declaration, or set forth in the Articles or Bylaws. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration, the Troon Village Declaration or the Tract Declaration.

2.02 Prohibited Activities. Notwithstanding anything herein contained to the contrary, no part of the activities of the Association shall be devoted to carrying on propaganda or otherwise attempting to influence legislation and the Association shall make no gift, donation or contribution to any institution or organization engaged in such activities. No part of the net earnings of the Association shall be utilized (other than by acquiring, constructing, or providing management, maintenance, and care of the Association's property, and other than by a rebate of excess membership assessments) for the benefit of any private member or individual.

2.03 Membership.

(a) Every Owner, including Declarant, shall be a Member of the Association. An Owner shall remain a Member of the Association until such time as he ceases to be an Owner of a Lot, at which time his membership in the Association automatically shall cease. Ownership shall be the sole qualification and criterion for membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner fails or refuses to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of

the Association and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

(b) The Owner of a Lot shall be entitled to one (1) membership in the Association; provided, however, in the event any such Lot is owned by two or more persons, the membership as to such Lot shall nevertheless be a single membership entitled to one (1) vote, although the membership for such Lot shall be issued in the names of all of the joint Owners. The joint Owners shall designate to the Association, in writing, the person who shall have the power to vote said membership. In the absence of such designation, and until such designation is made, such joint Owners shall lose their right to vote with respect to all matters in question. Membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

2.04 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. However, anything in this Declaration to the contrary notwithstanding, Members shall not be entitled to exercise any voting rights hereunder until the first to occur of (the "Turnover Date"):

(i) the date twenty (20) years from the date of this Declaration, or

(ii) such time as Declarant shall elect to transfer control of the Association to the Members by notice to the Association in writing.

Fractional votes shall not be allowed. However, if an Owner holds more than one vote, the votes need not be cast as a unit.

2.05 Board of Directors. The Board shall consist of not less than three (3) nor more than five (5) individuals. Prior to the Turnover Date, Board members shall be appointed and removed by Declarant. Following the Turnover Date, Board members shall be elected at each annual meeting of the Members of the Association, as more particularly set forth in the Articles and Bylaws. Prior to the Turnover Date, members of the Board do not have to be Owners of Lots; however, all members of the Board elected after the Turnover Date shall be Owners of Lots (or the spouses of Owners, or if an Owner is a corporation, partnership or trust, an officer, director, partner, agent, trustee or beneficiary, as applicable).

2.06 Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration or shall be in default in the performance of any of the terms of this Declaration for a period of fifteen (15) calendar days, said Owner's right to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments are brought current and all defaults cured.

ARTICLE 3

PROPERTY RIGHTS

3.01 Perpetual Easement. Declarant hereby grants to the Association, and to each and every Member thereof a non-exclusive perpetual easement of use and enjoyment in and to the Common Areas. Such right and easement of use and enjoyment shall be subject to reasonable rules and regulations as may be promulgated from time to time by the Board ("Association Rules"), including, but not being limited to:

(a) The right of the Association to limit the number of guests of Members, to charge reasonable admission or other fees for the use of any recreational or other common facilities situated upon the Common Areas, and to otherwise promulgate Association Rules regarding the use of the Common Areas;

(b) The right of the Association to suspend the right to use the facilities situated upon the Common Areas by any Owner for any period during which an assessment against the Owner's Lot remains unpaid or for any violation of this Declaration, the Articles or Bylaws, or the Association Rules;

(c) The right of the Association to dedicate, transfer, convey or grant easements upon all or any part of the Common Areas as provided in this Declaration; provided that upon such a dedication, transfer, conveyance or grant of rights in and to Windy Walk Drive, the Members' access to the Property shall not be impaired and all transferees or grantees shall be required to contribute ratably to the cost of maintaining Windy Walk Drive.

(d) The right of the Association to levy assessments for maintenance of the Common Areas and pay expenses incurred in connection with the Common Areas; and

(e) The right of the Association to exchange portions of the Common Areas with Declarant or other Owners for other portions of the Property. Following such exchange, the Common Areas conveyed to Declarant or other Owners shall no longer be Common Areas and the portion of the Property conveyed to the Association shall be Common Area.

3.02 Delegation of Use. Any Member may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of the Common Areas to the members of his family, his tenants, guests and invitees, provided such delegation is to a reasonable number of persons and at reasonable times and in compliance with the Association Rules.

3.03 Conveyance. On or before the Turnover Date when the Members become entitled to vote, Declarant shall convey to the Association title to the Common Areas. Such conveyances shall be without warranty of title.

3.04 Dedications and Transfers. Upon acquiring title to the Common Areas, the Association shall have the right to dedicate, transfer, convey or grant easements upon all or any part of the Common Areas to any public agency, authority or utility or to landowners, including Owners, within Troon Village, for such purposes and subject to such conditions as may be agreed to by the Association. Following the Turnover Date, no such dedication, transfer, conveyance or grant shall be effective unless approved in advance and in writing by two-thirds (2/3) of the Members and two-thirds of the mortgagees (or holders of beneficial interests under Deeds of Trust or sellers holding legal title under contracts of sale) having an interest in the property being dedicated, transferred, conveyed or granted.

3.05 Real Property Taxes. Real property taxes, assessments, and other governmental charges which are attributable to the Common Areas shall be the responsibility of, and an expense of, the Association.

ARTICLE 4

ARCHITECTURAL CONTROL

4.01 Architectural Control. No improvement, whether a building, fence, wall or other structure of any nature or description whatsoever, shall be commenced, erected, placed or maintained on any Lot until plans and specifications for the same have been approved by the Architectural Review Committee of the Troon Village as provided in the Troon Village Declaration.

ARTICLE 5COMMON AREA MAINTENANCE

5.01 Common Area Maintenance. The Association, or its duly delegated representative, shall maintain and otherwise manage the Common Areas, including, but not limited to, the landscaping, parking areas, guard houses, streets and recreational facilities located thereon. However, in the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which the Owner's Lot is subject.

ARTICLE 6COVENANT FOR ASSESSMENTS

6.01 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners within Windy Walk, enhancing the quality of life within Windy Walk and enhancing and protecting the value, desirability and attractiveness of Windy Walk, including, without limitation, the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and the discharge of the Association's duties under this Declaration and other agreements to which the Association is a party.

6.02 Creation of the Lien and Personal Obligation for Assessments. Each Owner by acceptance of a deed or other instrument making such person an Owner (whether or not it shall be so expressed in any such deed), is deemed to covenant and agree to pay to the Association: Regular Assessments and Special Assessments (collectively, "Assessments"), such Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest at the Default Rate from the due date until paid, costs and reasonable attorneys' fees of the Association incurred in connection with enforcement and collection of any Assessment or in otherwise enforcing this Declaration, and any other costs or expenses stated in this Declaration to be secured by an Assessment Lien, shall be a charge on, and shall be a continuing servitude and lien upon, the Lot against which each such Assessment is made (hereinafter "Assessment Lien"). Each such Assessment, together with such interest at the Default Rate, costs and reasonable attorneys' fees as described above, shall also be the personal obligation of the Owner of such Lot or Lots at the time

when the Assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but subject to the provisions of Section 6.11 herein entitled "Subordination of Assessment Liens," the Assessment Lien for the full amount of Assessments unpaid at the date of a transfer of the Lot shall continue as a charge against the Lot in the hands of the subsequent Owner. No Owner of a Lot may exempt himself from liability for payment of Assessments by waiver of the use or enjoyment of any of the Common Areas.

6.03 Regular Assessments. In order to provide funds to enable the Association to carry out its powers and duties pursuant to this Declaration, including payment of Common Expenses and the establishment of appropriate and reasonable reserves, at least thirty (30) days prior to the beginning of each calendar year, commencing with the first full year after the year in which this Declaration is recorded, the Board shall estimate the total expenses of the Association for the upcoming year and shall assess against each Lot a Regular Assessment. The Regular Assessment for each Lot shall be based on the ratio of votes to which the Lot is entitled to the total number of votes in the Association as of January 1st of the year for which the Regular Assessment is made. Written notice of the annual Regular Assessments shall be sent to each Owner. During the year, the Board may revise the amount of the Regular Assessments in order to meet expenses which exceed the amounts anticipated by the Association and collect such increased Assessments.

6.04 Declarant's Exemption. Anything in this Declaration to the contrary notwithstanding, prior to the Turnover Date, Declarant shall not be liable for and shall not be required to pay Assessments upon Lots owned by Declarant. In lieu thereof, Declarant agrees that during such time as Declarant owns Lots as to which Assessments are not being paid, Declarant shall pay to the Association the difference between the amount of Assessments receivable by the Association, regardless of whether the Assessments are actually collected, and the actual expenses of the Association. Such payments by Declarant shall be made at such times as Declarant and the Board shall agree. Following the Turnover Date, Declarant shall pay Assessments based on Lot ownership.

6.05 Special Assessments.

(a) If the need for maintenance or repair of any Common Area is caused through the willful or negligent act of any Owner, his family, guests, invitees, or any other person or Occupant using the Common Area with the permission of the Owner, the cost of such maintenance or repairs shall

constitute a Special Assessment against such Owner and against each Lot owned by such Owner and shall be secured by an Assessment Lien against each Lot of the Owner. If any portion of any Lot is maintained so as to present a public or private nuisance or to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property or if any portion of a Lot is being used in a manner which violates this Declaration or the Tract Declaration or if the Owner of any Lot is failing to perform any of its obligations under this Declaration or the Tract Declaration or to abide by any of the provisions of this Declaration or the Tract Declaration, the Board may, by resolution, make a finding to such effect. The resolution of the Board shall specify the particular condition or conditions which exist, and notice shall be given to the Owner of the subject Lot that unless corrective action is taken within fourteen (14) days of receipt of the notice, the Board may cause such action to be taken at the Owner's cost or the Board may commence appropriate legal action, whether at law or in equity, to compel compliance with this Declaration or the Tract Declaration. If, at the expiration of the 14-day notice, the requisite corrective action has not been taken, the Board shall have the right to cause corrective action to be taken and/or to commence appropriate corrective legal action and all costs thereof, including court costs and attorneys' fees, shall bear interest from the date incurred until paid at the Default Rate and shall be a Special Assessment against the offending Owner and against each Lot owned by the Owner and shall be secured by an Assessment Lien against each Lot of the Owner.

(b) In the event the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or not by individual Owners, such Owners in accepting such materials or services shall be deemed to have agreed that statements thereof from the Association shall be Special Assessments.

(c) The Board shall also have the right and power to provide for the construction of additional recreational and other common facilities, and/or the alteration, demolition or removal of existing recreational and other common facilities and to provide for the payment thereof by Special Assessment. Following the Turnover Date, any such alteration, demolition, removal, construction or improvement approved by the Board shall also require ratification and approval by the affirmative vote of sixty-six percent (66%) of the Members present at a duly called meeting at which a quorum is present.

6.06 Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any, and whether any other violations pursuant to this Declaration exist and the nature of such violations, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

6.07 Refunds; Offsets. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during a year. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. No offset against an Assessment shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties or responsibilities under this Declaration. No Owner may exempt himself from liability for any Assessment by waiver of the use or enjoyment of the Common Areas or by abandonment of his Lot, or any Improvement thereon.

6.08 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the delinquency date, a late charge of Thirty Dollars (\$30.00), or such other amount as the Board shall from time to time determine, shall be levied and the Assessment shall bear interest from the date of delinquency until paid at the Default Rate. The Association may, at its option, bring an action at law against the Member personally obligated to pay the same and/or foreclose the Assessment Lien against the Member's Lot or Lots in accordance with the then prevailing law of the State of Arizona relating to the foreclosure of liens upon real property. If an action is commenced, there shall be added to the amount of such Assessment the late charge, interest, expenses incurred in connection with collection of the debt secured by the Assessment Lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said late charge, interest, collection costs, reasonable attorneys' fees, and the costs of the action. Each Member vests in the Association, or its agents, the right and power to bring all actions at law or equity against such Member for the collection of such delinquent Assessments. At any foreclosure sale of a Lot or Lots authorized pursuant to the then prevailing laws of the State of Arizona, the Association, through its duly authorized agents, shall

have the power to bid on such Lot or Lots at the sale, using Association funds or funds borrowed for such purpose, and to acquire and hold, lease, mortgage and convey the same.

6.09 Subordination of Assessment Lien to First Mortgage or Deed of Trust; Priority of Assessment Lien. The Assessment Lien shall be subordinate to any first mortgage or deed of trust on the affected Lot. The Assessment Lien shall also be subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the priority of any Assessment Lien relates back to the date of recordation of this Declaration and each Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any Lot. Sale or transfer of any Lot shall not affect the Assessment Lien unless the sale or transfer is pursuant to foreclosure of a first mortgage or first deed of trust or pursuant to any trustee's sale or any proceeding in lieu thereof. In that case, 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 free of the Assessment Lien for all Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure. Such purchaser or grantee, however, shall be liable for all Assessments and associated Assessment Liens accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure.

6.10 Curing of Default. Upon the timely curing of any default for which a Notice of Lien Priority was recorded by the Association, officers of the Association are hereby authorized to record an appropriate release of such Notice, upon payment by the defaulting Owner of a fee to be determined by the Association to cover the cost of preparing and recording such release together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or fees as shall have been incurred.

6.11 Cumulative Remedies. The Assessment Lien and the rights to foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law or equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

6.12 Exempt Property. The Common Areas shall be exempt from Assessments.

ARTICLE 7INSURANCE

7.01 Insurance. The Association shall obtain a broad form public liability policy (of at least \$1,000,000 combined limits) covering all Common Areas and facilities and all damage or injury caused by the negligence of the Association or any of its officers, directors or agents. Premiums for all such insurance shall be Common Expenses. In the event of damage or destruction by fire or other casualty to any property located upon the Common Areas, the Association shall, upon receipt of the insurance proceeds, contract with any licensed contractor to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in the accounts of a bank or other financial institution which are insured by a federal government agency. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such property to the same condition as formerly, the Association shall levy a Special Assessment against all Owners.

ARTICLE 8USE RESTRICTIONS

8.01 Use Restrictions. The Property is subject to the use restrictions set forth in the Troon Village Declaration and the Tract Declaration. Prior to the Turnover Date, Declarant reserves the right to impose additional use restrictions against the Property by recording an amendment to this Declaration in the records of Maricopa County, Arizona.

ARTICLE 9EASEMENTS

9.01 Easements. There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television cable or communication lines and systems. Notwithstanding anything to the contrary contained in this Article 9, no sewers, electrical lines, water lines, or other utility or service lines may be installed or relocated on the Property except as approved by the Declarant or the Board. The easement herein granted shall in no way affect other recorded easements on the Property.

ARTICLE 10GENERAL PROVISIONS

10.01 Enforcement. After the date on which this Declaration has been recorded, these Restrictions may be enforced by any one or more of the following: (a) the Association, which shall have the right and duty to enforce the same and expend Association moneys in pursuance thereof; (b) the Declarant, its successors and assigns (so long as Declarant has an interest in any part of the Property); and (c) the Owner or Owners of any Lot. Enforcement shall be by proceedings at law or in equity (either to restrain violation or to recover damages) against any person or persons violating or attempting to violate any Restriction; provided that the Association by and through its Board, is additionally authorized to enforce these Restrictions by taking any action reasonably required to remedy a violation hereunder. In the event the Declarant or the Association employs an attorney or attorneys to enforce any lien or to collect any moneys due pursuant to this Declaration or otherwise seeks to enforce these Restrictions, the Declarant or Association, as the case may be, shall be reimbursed by the Owner or Owners whose actions have necessitated the enforcement proceeding for all costs, including attorneys' fees, expended in such enforcement efforts, regardless of whether or not a civil action is actually commenced. Said amounts shall be payable within ten (10) days following the Owner's receipt of a written statement of the costs incurred, and shall bear interest at the Default Rate from the date due until paid. If such amounts are not paid as provided for herein, the amount of such costs shall constitute an Assessment Lien upon said Owner's Lot, subject to the provisions of Article 6 hereof. Nothing herein shall be deemed to indicate that damages at law constitute an adequate remedy for violation of a Restriction herein.

10.02 Master Documents. The provisions of this Declaration are subject and subordinate to the provisions of the Troon Village Declaration, the Articles and Bylaws of the Troon Village Association, the rules adopted by the Troon Village Association and its duly appointed committees and the Tract Declaration. To the extent that the provisions of this Declaration are inconsistent with or in derogation of any of the provisions of the Troon Village Declaration, the Articles and Bylaws of the Troon Village Association, the rules adopted by the Troon Village Association or its duly appointed committees or the Tract Declaration, the provisions of such documents, articles and rules shall control. In the event an Owner violates any of the provisions of the Troon Village Declaration or the Tract Declaration and the Troon Village Association fails to restrain or enforce the violation for an

unreasonable period of time after written request to do so by the Association, such violation may be restrained or enforced as provided in Section 11.02 above, in addition to as provided in the Troon Village Declaration.

10.03 Waiver or Abandonment. The waiver of, or failure to enforce any breach or violation of any Restrictions herein contained shall not be deemed to be a waiver or abandonment of such Restrictions, or a waiver of the right to enforce any subsequent breach or violation of such Restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these Restrictions) had knowledge of the breach or violation.

10.04 Equal Treatment of Owners. These Restrictions shall be applied to all Owners without discrimination.

10.05 Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, and in the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this Agreement invalid, this Agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.

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

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

10.08 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions of this Declaration.

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

10.10 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.

10.11 Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that Declarant shall have no personal liability to the Association, or to any Owner, or other person, arising under, in connection with, or resulting from this Declaration.

10.12 References to Covenants in Deeds; Binding Effect. Deeds to and instruments affecting any Lot or any part of the Property may contain the provisions of this Declaration by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall run with and burden the Property and each portion thereof and be binding upon each Owner and all other parties having any right, title, or interest in, or otherwise coming upon, using, or enjoying the Property, their heirs, personal representatives, executors, administrators, successors and assigns.

ARTICLE 11.

TERM; AMENDMENTS.

11.01 Term. This Declaration shall be effective upon the date of recordation and, as amended from time to time, shall continue in full force and effect for a period of twenty (20) years from the date hereof. From and after said date, this Declaration as amended, shall be automatically extended for successive terms of ten (10) years each unless there is an affirmative vote to terminate this Declaration by the then Owners holding at least ninety

percent (90%) of the total voting power in the Association at an election held for such purpose within six (6) months prior to the expiration of the initial twenty (20) year term or any ten (10) year extension period. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded a Certificate of Termination, duly signed and acknowledged by the president or vice president and attested by the secretary or assistant secretary of the Association, with their signatures acknowledge. Thereupon, this Declaration shall have no further force and effect, and the Association shall be dissolved.

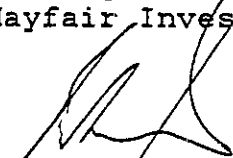
11.02 Amendments. Prior to the Turnover Date, the Declaration may be amended by majority vote of the Board at a meeting duly called pursuant to the Articles and Bylaws for the adoption of the amendment. After the Turnover Date, the Declaration may be amended by the affirmative vote of Owners holding at least seventy-five percent (75%) of the total voting power in the Association at the meeting duly called pursuant to the Articles and Bylaws for the adoption of the amendment. This Declaration may be amended by recording a Certificate of Amendment, duly signed and acknowledged by the president or vice president and attested by the secretary or assistant secretary of the Association and, if the Amendment is adopted prior to the Turnover Date, by the Board.

DATED this 8th day of February, 1985.

DESERT FOOTHILLS DEVELOPERS,
an Arizona joint venture

By MAYFAIR INVESTORS, a Canadian
limited partnership
Its joint venture partner

By 215986 Holdings Ltd., an
Alberta corporation, as
the sole general partner
in Mayfair Investors

By 
Robert A. Bradburn, Jr.
Its general partner

86 052690

By N-S PROPERTIES NO. 2 LIMITED
PARTNERSHIP, an Arizona
limited partnership
Its joint venture partner

By Jerry Nelson
Jerry Nelson
Its general partner

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 8th day of February, 1985, by ROBERT A. BRADBURN, JR., President of 215986 Holdings Ltd., an Alberta corporation, on behalf of the corporation as a general partner in MAYFAIR INVESTORS, a Canadian limited partnership, on behalf of Mayfair Investors as a joint venture partner in DESERT FOOTHILLS DEVELOPERS, an Arizona joint venture, on behalf of the joint venture.

Barbara J. Williams
Notary Public

My Commission Expires:

My Commission Expires April 30, 1986

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 8th day of February, 1985, by JERRY NELSON, general partner in N-S PROPERTIES NO. 2 LIMITED PARTNERSHIP, an Arizona limited partnership, on behalf of N-S Properties No. 2 Limited Partnership as a joint venture partner in DESERT FOOTHILLS DEVELOPERS, an Arizona joint venture, on behalf of the joint venture.

Barbara J. Williams
Notary Public

My Commission Expires:

My Commission Expires April 30, 1986

86 052690

EXHIBIT "A"

The real property designated on the
Subdivision Plat for Windy Walk recorded
on February 3, 1986, in Book 294
of Maps, page 15, records of
Maricopa County, Arizona.

LAND DESCRIPTION
FOR
WINDY WALK DRIVE
SECTION ONE

APRIL 24, 1985

That certain portion of Sections 4 and 9, T.4N., R.5E., G.&S.R.B.&M., Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 9, THENCE following along the curved centerline of Happy Valley Road, as shown on a map entitled "Map of Dedication for Roadways Within Pinnacle Peak Village East (Alma School and Happy Valley Roads) situated in Section 4 and 9, T.4N., R.5E., G.&S.R.B.&M., Maricopa County, Arizona" as recorded in Book 274 of Maps at Page 4, in the office of the Recorder of said county, said curved centerline being a curve to the right having a radius of 2054.746 feet, thru a central angle of $38^{\circ}17'56''$ an arc length of 1373.48 feet; THENCE continuing along said centerline $S.51^{\circ}39'16''E.$, 491.19 feet to the intersection of said centerline with the centerline of Windy Walk Drive; THENCE following along said centerline of Windy Walk Drive $N.38^{\circ}20'44''E.$, 215.60 feet to the beginning of a curve to the left having a radius of 1191.27 feet; THENCE along said last mentioned curve thru a central angle of $09^{\circ}13'33''$ an arc length of 191.82 feet to the POINT OF BEGINNING; THENCE $N.62^{\circ}31'32''W.$, 47.46 feet to the beginning of a curve to the right having a radius of 424.50 feet; THENCE along said last mentioned curve thru a central angle of $03^{\circ}59'06''$ an arc length of 29.52 feet; THENCE $N.27^{\circ}28'28''E.$, 65.00 feet; THENCE $N.29^{\circ}08'40''E.$, 152.37 feet to the beginning of a curve to the left having a radius of 1166.27 feet; THENCE along said last mentioned curve thru a central angle of $29^{\circ}07'33''$ an arc length of 592.86 feet; THENCE $N.12^{\circ}09'16''W.$, 450.00 feet, to the beginning of a curve to the right having a radius of 673.00 feet; THENCE along said last mentioned curve thru a central angle of $61^{\circ}38'09''$ an arc length of 723.98 feet; THENCE $N.49^{\circ}28'51''E.$, 821.49 feet, to the beginning of a curve to the left having a radius of 678.26 feet; THENCE along said last mentioned curve thru a central angle of $60^{\circ}29'03''$ an arc length of 716.01 feet; THENCE $N.11^{\circ}00'12''W.$, 163.84 feet, to the beginning of a curve to the right having a radius of 2875.78 feet; THENCE along said last mentioned curve thru a central angle of $10^{\circ}02'29''$, an arc length of 503.99 feet; THENCE $N.00^{\circ}57'43''W.$, 217.71 feet, to the beginning of a curve to the right having a radius of 525.00 feet; THENCE along said last mentioned curve thru a central angle of $24^{\circ}37'23''$ an arc length of 225.62 feet; THENCE $N.23^{\circ}39'40''E.$, 305.16 feet, to the beginning of a curve to the right having a radius of 475.00 feet; THENCE along said last mentioned curve thru a central angle of $33^{\circ}42'51''$ an arc length of 279.50 feet; THENCE $N.57^{\circ}22'31''E.$, 154.38 feet, to the beginning of a curve to the left

having a radius of 425.00 feet; THENCE along said last mentioned curve thru a central angle of $38^{\circ}35'31''$ an arc length of 286.26 feet, to the point of compound curvature with a curve to the left having a radius of 191.00 feet; THENCE along said last mentioned curve thru a central angle of $28^{\circ}00'00''$ and an arc length of 93.34 feet; THENCE $N.09^{\circ}13'00''W.$, 40.44 feet, to the beginning of a curve to the right having a radius of 802.72 feet; THENCE along said last mentioned curve thru a central angle of $02^{\circ}14'00''$ an arc length of 31.29 feet; THENCE $N.06^{\circ}59'00''W.$, 50.00 feet, to the beginning of a curve to the right having a radius of 209.00 feet; THENCE along said last mentioned curve thru a central angle of $13^{\circ}08'33''$ an arc length of 47.94 feet, to the point of reverse curvature with a curve to the left having a radius of 228.71 feet; THENCE along said last mentioned curve thru a central angle of $20^{\circ}09'13''$ an arc length of 80.45 feet; THENCE $N.13^{\circ}59'40''W.$, 35.71 feet, to the beginning of a curve to the right having a radius of 475.00 feet; THENCE along said last mentioned curve thru a central angle of $13^{\circ}55'12''$ an arc length of 115.40 feet; THENCE $N.00^{\circ}04'28''W.$, 22.11 feet, to the beginning of a curve to the left having a radius of 20.00 feet; THENCE along said last mentioned curve thru a central angle of $90^{\circ}00'00''$ an arc length of 31.42 feet; THENCE $N.89^{\circ}55'32''E.$, 90.00 feet, to the beginning of a curve to the left having a radius of 20.00 feet; THENCE along said last mentioned curve thru a central angle of $90^{\circ}00'00''$ an arc length of 31.42 feet; THENCE $S.00^{\circ}04'28''E.$, 22.11 feet, to the beginning of a curve to the left having a radius of 425.00 feet; THENCE along said last mentioned curve thru a central angle of $13^{\circ}55'12''$ an arc length of 103.25 feet, to the point of compound curvature with a curve to the left having a radius of 337.23 feet; THENCE along said last mentioned curve thru a central angle of $13^{\circ}08'15''$ an arc length of 77.32 feet; THENCE $S.27^{\circ}07'55''E.$, 23.43 feet, to the beginning of a curve to the right having a radius of 209.00 feet; THENCE along said last mentioned curve thru a central angle of $20^{\circ}08'55''$ an arc length of 73.50 feet; THENCE $S.06^{\circ}59'00''E.$, 50.00 feet, to the beginning of a curve to the right having a radius of 209.56 feet; THENCE along said last mentioned curve thru a central angle of $25^{\circ}45'58''$ an arc length of 94.24 feet; THENCE $S.18^{\circ}47'00''W.$, 103.05 feet, to the beginning of a curve to the right having a radius of 475.00 feet; THENCE along said last mentioned curve thru a central angle of $38^{\circ}35'31''$ an arc length of 319.94 feet; THENCE $S.57^{\circ}22'31''W.$, 154.38 feet, to the beginning of a curve to the left having a radius of 425.00 feet; THENCE along said last mentioned curve thru a central angle of $33^{\circ}42'51''$ an arc length of 250.08 feet; THENCE $S.23^{\circ}39'40''W.$, 305.16 feet, to the beginning of a curve to the left having a radius of 475.00 feet; THENCE along said last mentioned curve thru a central angle of $24^{\circ}37'23''$ an arc length of 204.13 feet; THENCE $S.00^{\circ}57'43''E.$, 217.71 feet, to the beginning of a curve to the left having a radius of 2825.78 feet; THENCE along said last mentioned curve thru a central angle of $10^{\circ}02'28''$ an arc length of 5.23 feet; THENCE $S.11^{\circ}00'12''E.$, 163.84 feet, to the beginning of a curve to the right having a radius of 728.26 feet; THENCE along said last mentioned curve thru a central angle of $60^{\circ}29'03''$ an arc length of 768.79 feet; THENCE $S.49^{\circ}28'51''W.$, 821.49 feet to the beginning of a

curve to the left having a radius of 623.00 feet; THENCE along said mentioned curve thru a central angle of $61^{\circ}38'09''$ an arc length of 670.19 feet; THENCE $S.12^{\circ}09'16''E.$, 450.00 feet, to the beginning of a curve to the right having a radius of 1216.27 feet; THENCE along said last mentioned curve thru a central angle of $29^{\circ}07'33''$ an arc length of 618.28 feet; THENCE $S.09^{\circ}26'16''W.$, 56.82 feet; THENCE $S.00^{\circ}05'24''E.$, 14.11 feet, to the beginning of a curve to the right having a radius of 205.03 feet; THENCE along said last mentioned curve thru a central angle of $27^{\circ}33'53''$ an arc length of 98.64 feet; THENCE $S.27^{\circ}28'29''W.$, 65.00 feet, to the beginning of a curve to the right having a radius of 210.00 feet; THENCE along said last mentioned curve thru a central angle of $08^{\circ}04'31''$ an arc length of 29.60 feet; THENCE $N.62^{\circ}31'32''W.$, 50.43 feet to the POINT OF BEGINNING.

Said Parcel "A" contains 8.77 acres more or less.

Together with the following Easements:

1. 8 foot General Purpose Easement: Running contiguous with and outside of the East and West Boundaries of Parcel "A".
2. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE $S.82^{\circ}45'48''E.$, 1952.21 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE $N.69^{\circ}22'23''W.$, 10.00 feet to the Westerly terminus of said centerline.
3. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE $S.84^{\circ}01'42''E.$, 2029.40 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 15.00 foot wide drainage easement, said centerline being described as follows: THENCE $S.72^{\circ}15'32''E.$, 10.00 feet to the Easterly terminus of said centerline.
4. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE $N.83^{\circ}59'45''E.$, 2034.04 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 15.00 foot wide drainage easement, said centerline being described as follows: THENCE $S.87^{\circ}24'56''W.$, 10.00 feet to the Westerly terminus of said centerline.

5. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.83°07'30"E., 2085.77 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.85°46'49"E., 10.00 feet to the Easterly terminus of said centerline.
6. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.78°40'26"E., 2038.76 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 35.00 foot wide drainage easement, said centerline being described as follows: THENCE S.78°06'48"W., 15.00 feet to the Westerly terminus of said centerline.
7. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.78°39'51"E., 2088.76 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 35.00 foot wide drainage easement, said centerline being described as follows: THENCE N.78°07'11"E., 15.00 feet to the Easterly terminus of said centerline.
8. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.73°53'22"E., 2043.43 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.77°50'44"W., 30.00 feet to the Westerly terminus of said centerline.
9. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.73°50'51"E., 2093.66 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.77°50'44"E., 15.00 feet to the Easterly terminus of said centerline.
10. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.64°31'09"E., 2097.50 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.82°44'46"W., 10.00 feet to the Westerly terminus of said centerline.
11. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.65°21'19"E., 2140.31 feet to the

POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 25.00 foot wide drainage easement, said centerline being described as follows: THENCE N.81°14'35"E., 15.00 feet to the Easterly terminus of said centerline.

12. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.54°12'53"E., 2912.81 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.40°31'09"W., 15.00 feet to the Westerly terminus of said centerline.
13. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.55°04'22"E., 2980.06 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.40°31'09"E., 15.00 feet to the Easterly terminus of said centerline.
14. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.53°29'21"E., 3435.64 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.41°59'08"W., 15.00 feet to the Westerly terminus of said centerline.
15. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.54°06'57"E., 3516.38 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.48°00'52"E., 20.00 feet to the Easterly terminus of said centerline.
16. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.51°11'12"E., 3806.82 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 30.00 foot wide drainage easement, said centerline being described as follows: THENCE N.76°09'46"W., 20.00 feet to the Westerly terminus of said centerline.
17. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.51°39'54"E., 3847.10 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 30.00 foot wide drainage

easement, said centerline being described as follows:
THENCE S.77°08'26"E., 10.00 feet to the Easterly terminus
of said centerline.

18. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.48°43'14"E., 3968.48 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.84°05'19"W., 20.00 feet to the Westerly terminus of said centerline.
19. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.49°09'09"E., 4008.46 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.84°12'39"E., 15.00 feet to the Easterly terminus of said centerline.
20. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.43°51'58"E., 4201.74 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 25.00 foot wide drainage easement, said centerline being described as follows: THENCE S.82°50'44"W., 15.00 feet to the Westerly terminus of said centerline.
21. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.44°19'02"E., 4239.18 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 25.00 foot wide drainage easement, said centerline being described as follows: THENCE N.82°47'43"E., 15.00 feet to the Easterly terminus of said centerline.
22. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.41°25'03"E., 4370.73 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.87°48'43"W., 15.00 feet to the Westerly terminus of said centerline.
23. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.41°46'36"E., 4414.29 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.88°03'48"E., 10.00 feet to the Easterly terminus

of said centerline.

24. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.40°20'46"E., 4461.95 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.89°02'17"W., 20.00 feet to the Westerly terminus of said centerline.
25. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.40°48'29"E., 4496.60 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.89°02'17"E., 10.00 feet to the Easterly terminus of said centerline.
26. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.39°05'33"E., 4577.01 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.89°02'17"W., 10.00 feet to the Westerly terminus of said centerline.
27. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.39°09'21"E., 4652.72 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.84°54'10"E., 10.00 feet to the Easterly terminus of said centerline.
28. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.37°34'40"E., 4857.42 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 15.00 foot wide drainage easement, said centerline being described as follows: THENCE N.66°20'20"W., 20.00 feet to the Westerly terminus of said centerline.
29. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.38°02'26"E., 4905.52 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.66°20'20"E., 10.00 feet to the Easterly terminus of said centerline.

30. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.36°54'26"E., 5101.57 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.63°13'10"W., 10.00 feet to the Westerly terminus of said centerline.
31. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.37°23'06"E., 5165.41 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 15.00 foot wide drainage easement, said centerline being described as follows: THENCE S.55°46'16"E., 10.00 feet to the Easterly terminus of said centerline.
32. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.37°19'12"E., 5394.89 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 50.00 foot wide drainage easement, said centerline being described as follows: THENCE N.32°37'29"W., 30.00 feet to the Westerly terminus of said centerline.
33. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.38°12'31"E., 5482.72 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 40.00 foot wide drainage easement, said centerline being described as follows: THENCE S.33°00'24"E., 25.00 feet to the Easterly terminus of said centerline.
34. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.37°56'33"E., 5602.21 feet to the POINT OF BEGINNING; said point also being the Easterly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE N.47°16'01"W., 15.00 feet to the Westerly terminus of said centerline.
35. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.38°27'37"E., 5656.80 feet to the POINT OF BEGINNING; said point also being the Westerly terminus of the centerline of a 20.00 foot wide drainage easement, said centerline being described as follows: THENCE S.54°20'01"E., 20.00 feet to the Easterly terminus of said centerline.
36. Drainage Easement: COMMENCING at the Northwest corner of Section 9; THENCE N.37°15'47"E., 5983.32 feet to the

POINT OF BEGINNING; THENCE N.06°59'00"W., 32.00 feet, to the beginning of a curve to the left having a radius of 209.00 feet; THENCE along said last mentioned curve thru a central angle of 20°08'55" an arc length of 73.50 feet; THENCE N.27°07'55"W., 23.43 feet, to the beginning of a curve to the right having a radius of 337.23 feet; THENCE along said last mentioned curve thru a central angle of 13°08'15" an arc length of 77.32 feet to the point of compound curvature with a curve to the right having a radius of 425.00 feet; THENCE along said last mentioned curve thru a central angle of 13°55'12" an arc length of 103.25 feet; THENCE N.00°04'28"W., 22.11 feet, to the beginning of a curve to the right having a radius of 20.00 feet; THENCE along said last mentioned curve thru a central angle of 90°00'00" an arc length of 31.42 feet; THENCE N.89°55'32"E., 6.00 feet; THENCE S.00°04'28"E., 42.11 feet, to the beginning of a curve to the left having a radius of 399.00 feet; THENCE along said last mentioned curve thru a central angle of 13°55'12" an arc length of 96.94 feet to the point of compound curvature with a curve to the left having a radius of 311.23 feet; THENCE along said last mentioned curve thru a central angle of 13°08'15" an arc length of 71.36 feet; THENCE S.27°07'55"E., 23.43 feet to the beginning of a curve to the right having a radius of 235.00 feet; THENCE along said last mentioned curve thru a central angle of 20°08'55" an arc length of 82.64 feet; THENCE S.32°06'38"W., 41.23 feet to the POINT OF BEGINNING.

LAND DESCRIPTION
FOR
WINDY WALK DRIVE
SECTION TWO

FEBRUARY 7, 1985

That certain portion of Section 9, T.4N., R.4E. G. & S. R. B. & M., Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 9, THENCE following along the curved centerline of Happy Valley Road, as shown on a map entitled "Map of Dedication for Roadways Within Pinnacle Peak Villane East (Alma School and Happy Valley Roads) situated in Sections 4 and 9, T.4N., R.5E., G. & S. R. B. & M., Maricopa County, Arizona" as recorded in Book 274 of Maps at Page 4, in the office of the Recorder of said county, said curved centerline being a curve to the right having a radius of 2054.746 feet, thru a central angle of $38^{\circ}17'56''$ an arc length of 1373.48 feet; THENCE continuing along said centerline $S.51^{\circ}39'16''E.$, .19 feet to the intersection of said centerline with the centerline of Windy Walk Drive; THENCE following along said centerline of Windy Walk Drive $N.38^{\circ}20'44''E.$, 64.50 feet to the POINT OF BEGINNING; THENCE $N.51^{\circ}39'16''W.$, 45.00 feet; THENCE $N.38^{\circ}20'44''E.$, 138.42 feet, to the beginning of a curve to the left having a radius of 23.50 feet; THENCE along said last mentioned curve thru a central angle of $92^{\circ}08'08''$ an arc length of 37.79 feet; THENCE $N.36^{\circ}12'36''E.$, 32.50 feet, to the beginning of a curve to the right having a radius of 56.00 feet; THENCE along said last mentioned curve thru a central angle of $17^{\circ}25'37''$, an arc length of 17.03 feet, to the point of reverse curvature with a curve to the left having a radius of 3.00 feet; THENCE along said last mentioned curve thru a central angle of $115^{\circ}47'19''$ an arc length of 6.06 feet to the beginning of a curve to the right having a radius of 50.00 feet; THENCE along said last mentioned curve thru a central angle of $11^{\circ}29'21''$ an arc length of 10.03 feet, to the point of reverse curvature with a curve to the left having a radius of 5.00 feet; THENCE along said last mentioned curve thru a central angle of $93^{\circ}07'34''$ an arc length of 8.13 feet; THENCE $N.53^{\circ}47'23''W.$, 21.32 feet; THENCE $N.36^{\circ}12'36''E.$, 28.00 feet, to the beginning of a curve to the left having a radius of 38.00 feet; THENCE along said last mentioned curve thru a central angle of $44^{\circ}58'23''$ an arc length of 29.83 feet, the bearing of the chord of said curve being $S.76^{\circ}16'35''E.$, 29.07 feet, to a point of non-tangency; THENCE $N.42^{\circ}40'32''E.$, 49.68 feet, to the beginning of a curve to the right having a radius of 424.50 feet; THENCE along said last mentioned curve thru a central angle of $06^{\circ}04'54''$ an arc length of 45.06 feet; THENCE $S.62^{\circ}31'32''E.$, 97.89 feet, to the beginning of a curve to the right having a radius of 210.00 feet; THENCE

PARCEL "B"

along said last mentioned curve thru a central angle of $14^{\circ} 38' 41''$ an arc length of 53.68 feet; THENCE S. $50^{\circ} 11' 40''$ W., 17.11 feet to the beginning of a curve to the left having a radius of 27.06 feet; THENCE along said last mentioned curve thru a central angle of $118^{\circ} 59' 01''$ an arc length of 56.19 feet; THENCE S. $21^{\circ} 12' 36''$ W., 26.00 feet, to the beginning of a curve to the right having a radius of 53.06 feet; THENCE along said last mentioned curve thru a central angle of $24^{\circ} 08' 59''$ an arc length of 22.36 feet, to the point of reverse curvature with a curve to the left having a radius of 3.00 feet; THENCE along said last mentioned curve thru a central angle of $124^{\circ} 55' 18''$ an arc length of 6.54 feet, to the point of reverse curvature with a curve to the right having a radius of 50.00 feet; THENCE along said last mentioned curve thru a central angle of $13^{\circ} 53' 55''$ an arc length of 12.13 feet, to the point of reverse curvature with a curve to the left having a radius of 5.00 feet; THENCE along said last mentioned curve thru a central angle of $93^{\circ} 07' 35''$ an arc length of 8.13 feet; THENCE S. $68^{\circ} 47' 17''$ E., 20.08 feet; THENCE S. $21^{\circ} 12' 36''$ W., 32.50 feet, to the beginning of a curve to the left having a radius of 53.55 feet; THENCE along said last mentioned curve thru a central angle of $72^{\circ} 51' 53''$ an arc length of 68.11 feet; THENCE S. $38^{\circ} 20' 44''$ W., 137.20 feet; THENCE N. $51^{\circ} 39' 16''$ W., 45.00 feet, to the POINT OF BEGINNING.

Parcel "B" contains 35,302 square feet or 0.81 acres more or less.

Together with the following Easements:

1. 8 foot General Purpose Easement: Running contiguous with and outside of the East and West Boundaries of Parcel "B".
2. Drainage Easement: Commencing at the Northwest corner of Section 9; THENCE S. $72^{\circ} 03' 28''$ E., 1813.42 feet to the POINT OF BEGINNING; THENCE N. $38^{\circ} 20' 44''$ E., 15.00 feet; THENCE S. $51^{\circ} 39' 16''$ E., 16.95 feet, to a point of non-tangency of a curve to the right having a radius of 23.50 feet, a central angle of $29^{\circ} 31' 11''$, an arc length of 12.11 feet, and a chord bearing of S. $23^{\circ} 35' 08''$ W., 11.97 feet; THENCE S. $38^{\circ} 20' 44''$ W., 3.42 feet to a point; THENCE N. $51^{\circ} 39' 16''$ W., 20.00 feet to the POINT OF BEGINNING.
3. Drainage Easement: Commencing at the Northwest corner of Section 9; THENCE S. $71^{\circ} 47' 13''$ E., 1939.72 feet to the POINT OF BEGINNING; THENCE S. $52^{\circ} 06' 21''$ E., 21.41 feet; THENCE N. $37^{\circ} 53' 39''$ E., 15.99 feet, to a point of non-tangency of a curve to the left having a radius of 53.55 feet, a central angle of $28^{\circ} 53' 34''$, an arc length of 27.01 feet, and a chord bearing of N. $88^{\circ} 51' 57''$ W.,

PARCEL "B"

26.72 feet to the POINT OF BEGINNING.

4. Drainage Easement: Commencing at the Northwest corner of Section 9; THENCE S. $74^{\circ} 10' 18''$ E., 1976.13 feet to the POINT OF BEGINNING; THENCE S. $68^{\circ} 47' 23''$ E., 15.00 feet; THENCE N. $21^{\circ} 12' 37''$ E., 10.00 feet; THENCE N. $68^{\circ} 47' 23''$ W., 15.00 feet; THENCE S. $21^{\circ} 12' 37''$ W., 10.00 feet to the POINT OF BEGINNING.