

When Recorded, Mail to:  
Gerald C. Galbraith  
Suite 108W  
730 Snodgrass Lane  
Scottsdale, AZ 85251

344034

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DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 27th day of December, 1973 by KAYSER MEDIA, a partnership (hereinafter sometimes termed "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant owns approximately four thousand two hundred thirty-six (4,236) acres of land in and around the existing town of Scottsdale, in Maricopa County, Arizona, and may acquire additional lands in the same area; and

WHEREAS, Declarant desires to develop, in stages, the aforesaid lands now owned or hereafter acquired by it into a series of newly and uniquely planned residential, office, resort, equestrian and other communities to be within an area bounded by Shea Boulevard on the north, 112th Street (East section line) of Section 28, Township 3 North, Range 5 East, T11S and Salt River Base and Meridian) on the east, Indian Bend Road on the south, and Scottsdale Road on the west, collectively known as "McCormick Ranch"; and

WHEREAS, Declarant desires as a part of its plan for development of McCormick Ranch to restrict the use of the following described real property comprising a part thereof, to-wit:

Being that certain property described in Schedule "A" attached hereto and made a part hereof.

together with such additional property as may, by reference to any deed of conveyance or by a Supplemental Declaration of Restrictions, be subject to the restrictions, covenants, conditions and provisions herein set forth.

NOW, WHEREFORE, KAYSER MEDIA, a partnership, hereby

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF ARIZONA COUNTY OF MARICOPA DEED BOOK 10454 PAGE 1211-1223 DEC 28 '73-449 TRANSAMERICA TITLE BY: [Signature] [Signature]	
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**ARTICLE I**  
**DEFINITIONS**

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

A. "Association" shall mean the association created pursuant to the Master Declaration as hereinafter defined, which association, it is intended, will be named McCormick Ranch Property Owners Association, Inc., and any Subsidiary Association having jurisdiction over the property.

B. "Master Declaration" shall mean that certain Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Easements, Reservations and Easements for McCormick Ranch recorded in the office of the County Recorder of Maricopa County, Arizona on December 29, 1971, in Docket 9148 at pages 706 through 756.

C. "Property" shall mean the real property hereinabove specifically described and such additional real property within McCormick Ranch as is hereafter conveyed subject to this Declaration of Restrictions or rendered subject to this Declaration of Restrictions together with the Permanent Improvements thereon.

D. Except as hereinbefore otherwise provided, or unless inconsistent with the context thereof, the words, phrases or terms defined in Article I of the Master Declaration shall have the meanings attributed to them therein, but with regard to the property herein.

**ARTICLE II**

**USE, ENJOYMENT OF LAND**

Section 1. All Properties. All of the Property is hereby restricted as follows:

A. Signs: No signs or structures of any kind or any kind shall be placed on, or attached to, any structure or

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and authorization of the Declarant, except that garbage and waste may be temporarily stored in areas screened from view of neighboring property and streets. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, dwelling units, pathways and streets.

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

C. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed on or outside, or be directed to the outside of any building without prior written approval and authorization of Declarant. It is provided however, that background music may be broadcast in pool areas and in the common areas of the Condominiums.

D. Resubdivision. Without the prior written authorization and approval of the Declarant, no Lot shall be further subdivided except by Declarant, and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner other than Declarant. Notwithstanding the foregoing, it shall be permissible to sell individual condominium units to third persons at any time after the foundation for a Hotel of at least 100 rooms is in place.

E. Discrimination and Harassment. No Owner shall permit any thing or condition to exist upon any lot which shall induce, breed or harbor racial, ethnic or religious hostility.

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F. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation heating, air conditioning or refrigeration equipment, shall be placed, allowed or maintained upon the ground on any lot, except in areas attractively screened or concealed from view of neighboring property, dwelling units, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

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

H. Burning and Incinerators. No open fires or burning shall be permitted on any lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any lot.

I. Signs. Except for entrance signs, area signs and location directional signs, no exterior signs or advertisements of any kind may be placed, allowed or maintained on any lot without prior approval and authorization of the Declarant.

J. Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation water

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

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

L. Maintenance. All improvements to be placed upon such premises shall be constructed and maintained in accordance with the highest category and standard of construction and maintenance for similar type buildings within the North Scottsdale and Paradise Valley, Arizona, areas. Maintenance on all buildings shall continue at all times in accordance with the highest standards of maintenance for similar buildings, including landscaping, practiced within the above-described geographic area. No land area shall ever be maintained in such a manner so as to present an unsightly appearance or so as to constitute a nuisance, or unreasonable annoyance to, or endanger the health of, other occupants or residents of the Historic Ranch; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted on any such land area.

M. Mineral and Drilling Activity and Regulations. No lot shall be used, developed or maintained in such a manner as to violate any applicable statute or regulation of the State of Arizona, the County of Maricopa, the City of Scottsdale, or any other governmental agency or authority having jurisdiction in the premises.

N. Other Regulations. No lot shall be used, developed or maintained in such a manner as to violate any applicable statute or regulation of the State of Arizona, the County of Maricopa, the City of Scottsdale, or any other governmental agency or authority having jurisdiction in the premises.

other structures on the property shall be of new and permanent construction and no structure shall be moved from any location on or off the property into any portion of the property, provided however, that temporary structures may be placed and maintained on the property in connection with the construction of buildings, structures or improvements thereon if previously approved and authorized in writing by the declarant. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

O. Prosecution of Construction, Maintenance and Repairs.  
 All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

P. Roofs. Unless they are not visible from the ground, mineral and composition roofs, and roofs made of corrugated plastic or sheet metal are prohibited, unless authorized and approved in writing by the Declarant.

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

R. Parking and Loading. Facilities for parking, loading and unloading reasonably sufficient to serve the business conducted on the property without using adjacent streets therefor shall be maintained thereon, and no use should be made of the property which shall require off-site parking other than in areas specifically set aside or provided therefor.

S. Underground Sprinkler System. Underground sprinkler systems shall be installed in all lawn areas sufficient to provide full coverage thereof.

T. Painting. No painting shall be done on any portion of the property by the owner or any contractor, subcontractor or employee

nuisance, or as to substantially detract from the appearance or quality of the surrounding lots or other areas of the Property, or of McMoran's Ranch, which are substantially affected thereby or related thereto. All portions of the Property shall be maintained to a high standard, which shall be that of high class, quality properties of similar type located in Scottsdale, Arizona.

Section 2. Exception for Purpose of Construction, Development and Sale. Declarant shall be exempt during the period of subdivision, construction, development and sale from those restrictions and shall have the right during said period to grant reasonable and specifically limited exemptions from these restrictions to any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

ARTICLE III

ENFORCEMENT

Section 1. Enforcement. Declarant, as the developer of McMoran's Ranch, shall have the primary right to enforce the restrictions set forth in this Declaration until December 31, 1991, or until McMoran's Ranch is fully subdivided and sold by Declarant, whichever occurs first; and thereafter said right shall vest in any Owner or Association of Owners of McMoran's Ranch property and, except as provided otherwise hereunder, shall have the right to enforce and to seek the performance of this Declaration. Any suit or action to enforce the restrictions hereunder shall be brought in the County of Maricopa, Arizona, and shall be heard and determined by a court of competent jurisdiction in that County.

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of the provisions hereof shall be final, conclusive and binding on all persons and properties benefited or bound by the restrictions herein. In granting authorization or approval for variances from the restrictions set forth herein, and otherwise, Declarant shall have the power to promulgate written rules and regulations and to make reasonable classification of the property on the basis of intended use, actual use, location, density and the overall plan for the development of McCormick Ranch. Declarant shall have, and each lot shall be subject to, reasonable rights of entry and inspection for the purpose of determining compliance or verifying noncompliance with these restrictions.

Section 2. Successors and Assigns of Declarant. Declarant shall have the right to assign any of the rights and powers herein granted or reserved to Declarant; and, in the event of any such assignment, the term Declarant shall be deemed to include the assignee of Declarant and any subsequent assignee. Any such assignment must be expressed in writing and recorded in the office of the Maricopa County, Arizona Recorder. No such assignment shall be deemed to arise by implication. The term Declarant shall likewise be deemed to include, irrespective of any express assignment, any successor of Declarant to the entire remaining development rights and interests of Declarant relative to the McCormick Ranch property.

Section 3. Delegation. The rights and powers hereby vested in Declarant may in its discretion from time to time be delegated to a committee, including without limitation the Board of Directors of McCormick Ranch Property Owners Association, Inc., appointed, empowered and constituted by it, whose members shall serve and may be replaced at the pleasure of EASTER APTEA.

Section 4. Relation to Architectural Control. Nothing

the nature or extent of, or to be otherwise in derogation of, architectural control reserved to any person or entity by any other document or instrument of record with reference to the property, including without limitation the rights and powers of KAISER AIRTEL, its successors, assigns and delegates reserved by that certain Reservation of Architectural Control recorded in the Office of the County Recorder of Maricopa County, Arizona on December 29, 1971, in Docket 9148 at pages 701 through 705, or to waive or to suggest standards with reference to the requirements thereof. In addition to any applicable provisions hereof, such items as, by way of example only and not by way of limitation, fencing and building set-back requirements from streets and adjacent property, height limitations, landscaping, open space requirements, surfacing, signing and lighting shall be governed by the provisions of such documents or instruments.

Section 5. Term. These restrictions shall be binding upon the Property and each Owner thereof from the date hereof until December 31, 2021; and they shall thereafter be automatically renewed and extended for successive periods of Ten (10) years each, unless within the six (6) months preceding the expiration of the initial term or any extended term hereof, there is placed of record in the office of the County Recorder of Maricopa County, Arizona, a written declaration of termination signed and acknowledged by seventy-five percent (75%) of the Owners, both in number and with respect to FVBI Cash Value as defined in the Parcel Description

Section 6. Amendment. This Declaration, as amended on December 31, 1991, no amendment of this Declaration shall be valid or effective unless consented to in writing by a majority of the Owners. Other than this Declaration by the Owners, no other instrument of record shall be valid or effective unless consented to in writing by a majority of the Owners, both in number and with respect to FVBI Cash Value as defined in the Parcel Description

Declaration. Any such document shall be effective only if recorded after the date of recording thereof in the office of the County Recorder of Maricopa County, Arizona.

Section 7. Waiver and Pardon. Any waiver of, or permission for variance from, any restriction granted by the Declarant must be in writing to be effective, and no such waiver or permission shall constitute a general waiver with reference to other or different occasions, lots or activities.

Section 8. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 9. Rule Against Perpetuities. If any interest purported to be created by this Declaration of Restrictions is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the donor who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 10. Change of Circumstances. Except as otherwise expressly provided in this Declaration of Restrictions, no change of condition, or change of need shall operate to extinguish, terminate or modify any of the provisions hereof.

Section 11. Amendment. The Declarant reserves the right to amend, alter, modify or terminate the restrictions hereof by recording a subsequent Declaration of Restrictions, the

Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions hereof.

Section 12. Declarant's Disclaimer of Representations.  
 Anything to the contrary in this Declaration of Restrictions notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Maricopa County, Arizona, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subject to this Declaration of Restrictions, or that any such land (whether or not it has been subjected to this Declaration of Restrictions) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Section 13. Reference to the Restrictions and Deeds.  
 Deeds to any Lot or any part of the Property may contain the Restrictions herein set forth by reference to this Declaration of Restrictions; but regardless of whether any such reference is made in any Deed, each and all of the Restrictions shall run with the land, be binding upon and for the benefit of the grantee and his heirs, assigns, administrators, successors and assigns. Said restrictions are also for the benefit of the Owners and Residents of other properties within Recorded Ranch.

Section 14. Amendments and Waiver of Restrictions. Any reference in this Declaration of Restrictions to a document shall

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include any successors or assignees of Declarant's rights and powers hereunder.

Section 15. Gender and Number. Wherever the context of this Declaration of Restrictions so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 16. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration of Restrictions are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

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

KAISER AETNA, a California partnership

STATE OF ARIZONA )  
                          )ss.  
COUNTY OF          )



By: Richard F. Boultinghouse  
Its duly authorized agent

This instrument was acknowledged before me this 27th day of December, 19 73, by Richard F. Boultinghouse known to me to be the duly authorized agent of all of the partners of the partnership that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

My Commission expires on

Richard F. Boultinghouse  
Notary Public

November 14, 1976

## SCHEDULE "A"

## DESCRIPTION

PARCEL NO. 1:

That portion of the southwest quarter of Section 2, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of the North half of the Southwest quarter of the Northwest quarter of the Southwest quarter of said Section 2;  
 thence along the Southerly line of said North half South 89° 03' 25" East 41.01 feet;  
 thence in a direct line with the Northeast corner of said North half North 62° 10' 22" East 28.14 feet to a point on a line parallel with and distant Easterly 65.00 feet as measured at right angles to the Westerly line of said Section 2, said point being referred to as "Point A" for the purpose of this description;  
 thence continuing along said direct line North 62° 10' 22" East 657.46 feet to the Northeast corner of said North half;  
 thence South 30° 58' 31" East 292.65 feet;  
 thence South 70° 09' 50" East 167.65 feet;  
 thence South 52° 41' 30" East 427.67 feet;  
 thence South 37° 20' 16" West 583.38 feet;  
 thence South 89° 29' 20" West 934.69 feet to a point on the Westerly line of said Southwest quarter of Section 2 distant Southerly 720.00 feet from the Point of Beginning;  
 thence along said Westerly line North 0° 30' 40" West 720.00 feet to the Point of Beginning.

PARCEL NO. 2:

That portion of the Southwest one quarter of Section 2, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, in the County of Maricopa, State of Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 2;  
 thence North 0° 30' 40" West along the West line of said Section 2 a distance of 930.68 feet;  
 thence North 89° 29' 20" East 934.69 feet to the true point of beginning;  
 thence continuing North 89° 29' 20" East 630.76 feet;  
 thence North 13° 09' 50" West 308.81 feet;  
 thence North 52° 41' 30" West 259.83 feet;  
 thence South 37° 20' 16" West 583.38 feet to the true point of beginning.