

F. ANN RODRIGUEZ, RECORDER
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**APPROVAL OF MASTER DECLARENT
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APPROVAL OF MASTER DECLARANT

Resolution Trust Corporation, as Receiver for Pima Federal Savings and Loan Association, a federal mutual savings association, the Declarant under the Master Declaration (as defined in Article X of the foregoing Declaration of Covenants, Conditions and Restrictions for Silver Pass), does hereby evidence its approval of the foregoing Declaration of Covenants, Conditions and Restrictions. This approval constitutes the approval of the Declarant required by Article III, Section 3 of the Master Declaration.

DATED this 13th day of September 1994.

Resolution Trust Corporation, as Receiver for
Pima Federal Savings and Loan Association, a
federal mutual savings association

Jerry R. Anderson
BY: JERRY R. ANDERSON
Department Head - Asset Management
Denver Office

COLORADO)
STATE OF ~~ARIZONA~~)
) ss.
County of DENVER)



Executed and acknowledged before me this 13th day of September, 1994, by
Jerry R. Anderson, of Resolution Trust Corporation, as Receiver for Pima Federal
Savings and Loan Association, a federal mutual savings association, on behalf of the corporation.

My Commission Expires:

Denise Vargas
Notary Public

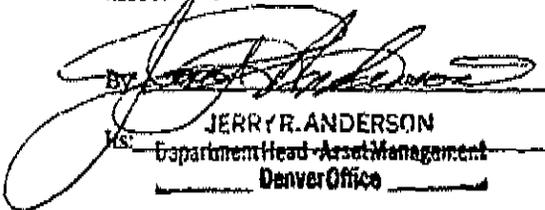
12-22-97

APPROVAL OF DECLARANT

The undersigned, as the Declarant under the Declaration of Protective Restrictions for Rita Ranch dated December 21, 1984 and recorded on December 21, 1984 in Docket 7435, Page 674, Official Records of Pima County, Arizona, as amended (the "Master Declaration"), does hereby approve of the Articles of Incorporation and Bylaws for Silver Pass Homeowner's Association, Inc. in the forms attached hereto as Exhibits "A" and "B", respectively, in satisfaction of Article IV of the Master Declaration.

Dated this 17th day of September, 1994.

Resolution Trust Corporation, as Receiver
for Pima Federal Savings and Loan
Association, a federal mutual savings
association

By 

JERRY R. ANDERSON

As: Department Head - Asset Management
Denver Office

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F. ANN RODRIGUEZ, RECORDER
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GENESEE COMPANY
231 W GIACONDA WAY
STE 123
TUCSON AZ 85704

MAIL

AMOUNT PAID \$ 29.00

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The Genesee Company
231 W. Giaconda Way
Suite 123
Tucson, Arizona 85704

Document Name:

Declaration of Covenants, Conditions, & Restrictions of
Vista Rita Rancho

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VISTA RITA RANCHO

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTA RITA RANCHO (hereinafter termed the "Declaration"), is made this 26th day of May, 1998, by Fidelity National Title Agency, Inc., an Arizona Corporation as Trustee under Trust No. 10901, and not in its corporate capacity (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Pima County, Arizona, known as Vista Rita Rancho described in that certain subdivision plat (the "Plat") under the name of Vista Rita Rancho, Lots 1-25, recorded in Book 50 of Maps and Plats at Page 71, in the Pima County Recorder's Office, State of Arizona (hereinafter referred to as the "Property"); and

WHEREAS, The Genesee Company is a Colorado corporation authorized to do and doing business in the State of Arizona as a foreign corporation and is the beneficiary of Declarant and is herein referred to at various times as the Developer; and

WHEREAS, said Plat designates the area and dimensions for each Lot numbered 1 through 25, boundary lines, Common Elements and easements; and Declarant and Developer desire to develop the Property and subject the Property to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements as described in this Declaration (hereinafter collectively called the "CCR's"); and

WHEREAS, in order to cause the CCR's to run with Vista Rita Rancho and to be binding upon Vista Rita Rancho and the Owners and Lots thereof from and after the date of recordation of this Declaration, Declarant hereby makes all conveyances of Vista Rita Rancho Property, whether or not provided so therein, subject to the CCR's set forth herein and by accepting deeds, leases, easements or other grants or conveyances to any portion of Vista Rita Rancho, the Owners and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives,

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successors and assigns agree that they shall be personally bound by all of the covenants (including, but not limited to, the obligation to pay Assessments) hereinafter set forth; and

WHEREAS, Declarant proposes to sell individual lots and to sell and convey the same subject to the CCR's, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth which is for the benefit of the Property and any subsequent Owners;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth herein shall run with the Property; shall be binding upon all persons having or acquiring any interests in the Property or any part thereof; shall inure to the benefit of and be binding upon Declarant, its successors in interest, each Owner and his respective successors in interest, and may be enforced by Declarant, or its successors in interest, any Owner or its successors in interest, or by any entity having an interest in their enforcement.

No provision contained herein shall be construed to prevent or limit Declarant's or Developer's right to complete development of the Property and construction of improvements thereon, nor Developer's right to construction of sales offices or similar facilities on the Property, nor Developer's right to post signs incidental to sales, nor Developer's right to do anything that it may, in its sole discretion, deem necessary and proper for the full development and sale of the Property.

1. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter assigned:

1.1 "Assessable Property" shall mean any Lot except such part or parts thereof as may from time to time constitute Exempt Property as herein defined.

1.2 "Assessment" shall mean the Maintenance Charge and/or other Lot and/or Owner levy.

1.3 "Assessment Lien" shall mean the lien created and imposed by Paragraph 5 below.

1.4 "Common Elements" shall mean:

(a) All land within Vista Rita Rancho which the Declarant, by this Declaration or other recorded instrument makes available for use by all Owners;

(b) All land within Vista Rita Rancho which the Declarant indicates on the Plat is to be used for landscaping, drainage and/or flood control for the benefit of Vista Rita Rancho;

(c) All other lands within the drainage easement areas set forth by the Plat or other recorded instruments;

(d) Areas on a Lot within easements granted for the location, construction, maintenance, repair and replacement of improvements, utilities, ingress and egress;

1.5 "CCR's" shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

1.6 "Declarant" shall mean not only Fidelity National Title Agency, Inc., an Arizona corporation as Trustee under Trust No. 10901, and not in its corporate capacity, but also The Genessee Company as beneficiary under Fidelity National Title Agency, Inc., an Arizona corporation, Trust Number 10901, and their respective successors or assigns while title holder of any Lot, either as the original Owner or by reacquisition.

1.7 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions of Vista Rita Rancho as amended or supplemented from time to time.

1.8 "Developer" shall mean The Genessee Company, a Colorado corporation authorized to do and doing business as a foreign corporation in the State of Arizona and its successors or assigns.

1.9 "Dwelling Unit" shall mean a Lot, together with the improvements placed within the confines of said boundary.

1.10 "Exempt Property" shall mean the following parts of Vista Rita Rancho:

- (i) All land and improvements owned by or dedicated to and accepted by the United States, State of Arizona, Pima County, City of Tucson or any political subdivision thereof for as long as any such entity or political subdivision is the owner thereof or for as long as said dedication remains effective;
- (ii) Any Lot owned or controlled by Declarant and Developer and their respective successors in interest and assigns.

1.11 "Maintenance Charges" shall mean any and all costs assessed pursuant to Paragraph 5 below.

1.12 "Majority of Owners" shall mean Owners owning a majority of the Lots.

1.13 "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (legal title if same has merged) of any Lot or Dwelling Unit. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.14 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.15 "Plat" shall mean the plat prepared by Rick Engineering Company, Inc., an Arizona corporation under the name of "Vista Rita Rancho, Lots 1-25, recorded in Book 50 of Maps and Plats at Page 71, in the Pima County Recorder's Office, State of Arizona.

1.16 "The Property" or "the Subdivision" shall mean all that real property identified in the Plat.

1.17 "Vista Rita Rancho" shall mean the Property described in this Declaration and the development to be completed thereon.

2. GENERAL RESTRICTIONS

All property within Vista Rita Rancho shall be subject to the CCR's, and this Declaration, and this Declaration, the Plat (and any final plat as approved and recorded) and the CCR's are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of lots in Vista Rita Rancho and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of Vista Rita Rancho and every part thereof. All of this Declaration, the Plat and CCR's shall run with all Lots and the Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest. All property within Vista Rita Rancho shall be held, used and enjoyed subject to the following limitations and restrictions:

2.1 **Private Residence.** Each and every Lot shall be used for private residential purposes only, and no structure whatever other than one first-class, private, single family residence, together with attached private garage and appurtenant structures shall be erected, placed or maintained on any Lot.

2.2 **Antennas and Exterior Additions.** No exposed antenna, satellite dishes and no exposed mechanical or solar equipment shall be erected or maintained on the roof of any Dwelling on any Lot. Further, no other exterior devices or additions shall be constructed on the exterior of the Dwelling Unit (including roof) without the written authorization of the Declarant or Developer. Solar energy equipment installation may be used with the written authorization of the Declarant or Developer.

2.3 **Signs.** No signs of any kind shall be displayed which are visible from neighboring property without the approval of Declarant or Developer in writing, except:

1. Such signs as may be required by legal proceedings; and
2. Such signs as may be used by Developer in connection with the sale of Lots; and
3. Such signs as may be regularly and normally used in Pima County, Arizona indicating a Dwelling Unit or Lot is for sale or lease.

2.4 **Animals.** No animals of any kind shall be raised, bred, or kept, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs must be kept under leash or controlled at all times so that they will not interfere with any Member's use and enjoyment of the Lots or Dwelling Units, and it shall be the responsibility of each pet owner to clean up after their pets. No animal shall be allowed to become a nuisance and must be kept inside a Dwelling Unit or in an enclosed area at all times. A "reasonable number" as used in this Section shall mean no more than two pets per household.

2.5 **Nuisances.** After completion of construction of a Dwelling Unit upon a Lot and landscaping of Lots, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within the Property, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot or to its occupants. Storage or disposal of garbage, rubbish or debris shall be done in a clean and sanitary manner and maintained in such a fashion so as not to be offensive to Owners of adjacent Lots. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot without the prior written approval of Declarant or Developer. Declarant or Developer, in their sole discretion, shall have the right to determine the existence of any such nuisance. Wood piles or other materials shall be stored in a manner so as not to be attractive to native rodents, snakes and other animals and to minimize the potential danger from fires. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods. Trash and debris shall not be permitted to accumulate and supplies of building materials will be piled only in such areas as may be approved by Declarant or Developer. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Declarant or Developer, which may also require screening of the storage area.

2.6 Native Growth and Planting. All landscaping shall first be approved before installation by the Declarant or Developer. The theme for landscaping shall emphasize plantings and other features which will compliment and enhance the native existing character. Approved landscaping after installation will be maintained as required to provide a neat and attractive appearance. Removal of dead bushes and trees and removal of trash and debris will be accomplished as required to this effect. Declarant or Developer will be the sole and final judge as to whether or not landscaping after installation has met the approved criteria and whether or not it is at any given time maintained properly. The native growth on any Lot shall not be destroyed or removed unless pursuant to a plan approved by Declarant or Developer. Native growth on any Lot or the Property shall not be removed or destroyed except such native growth as may be necessary for the construction or maintenance of roads, driveways, sidewalks, Dwelling Units and walled-in patio yards.

2.7 No Business Use. No business or professional service of any nature, whether for profit or non-profit, shall be conducted on any Lot, except the business of Developer while developing, constructing and selling Lots. No building or structure intended for, or adapted to, business or professional or any non-residential purposes, shall be erected, placed, permitted or maintained on any Lot.

2.8 Rental. No room or rooms in any residence, or parts thereof, may be rented or leased to others by any Owner. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire Dwelling Unit.

2.9 Outbuildings. No tent or outbuilding of any kind shall be placed or erected on any part of the Property for more than forty-eight (48) hours. Notwithstanding anything to the contrary above, no structure of any kind shall be permitted or placed upon Common Area "A" (drainage facilities) as described in the Plat.

2.10 Materials. All buildings of any nature constructed hereon shall be constructed of new materials. No building shall be removed from without said Property to any Lot within said Property.

2.11 Wells. No derrick or other structure designed for use in boring for water, oil, natural gas, or any other substance, or for any other purpose, shall be erected, placed or permitted upon

any part of said property, nor shall any water, oil, natural gas, petroleum, asphalt, minerals or hydrocarbon products or substances be produced or extracted therefrom.

2.12 Tanks, Exposed Coolers and Other Materials. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any Dwelling Unit constructed on any Lot, including, but not limited to, tanks for the storage of gas and fuel, oil, gasoline or oil, must be buried or walled in or kept screened by adequate planting to conceal them from the neighboring Lots, roads or streets. The term "adequate planting" as used herein shall mean transplantings which provide immediate and effective concealment of the object being screened. No evaporative coolers, air conditioning units, heating units, air conditioning towers, or compressor units shall be placed on the roof or attached to exterior walls or windows of any structure and any such units without approval of Declarant and Developer. Equipment, gas meters, electric meters, wood piles or storage piles shall be kept within an area which is walled in such a manner as to conceal same from the view of the neighboring Lots, roads or streets, or shall be kept within a service room. Clotheslines shall not be permitted at any time on any Lot or the Property.

2.13 Grass. No bermuda grass shall be sown, planted, cultivated or maintained on any Lot, except those varieties known and recognized as being pollen-free.

2.14 Further Subdivision. No Lots shall be subdivided, except for the purpose of combining the resubdivided portions with another adjoining Lot (provided that no additional Lot is created thereby), without the prior written approval of Declarant or Developer, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. Any ownership or single holding by any person comprising parts of two (2) adjoining Lot or Lots or of the whole of one Lot and part or parts of one or more adjoining Lots, for all purposes of this Declaration and CCR's, shall be deemed as constituting ownership of a single Lot. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Declarant or Developer and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for

variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by Declarant or Developer and the proposed use of the Lot complies with this Declaration and CCR's.

2.15 Topography. No Dwelling Unit shall include a two-story structure on any Lot of the Property.

2.16 Masonry and Frame Stucco. At least seventy-five percent (75%) of the area of exterior walls of the Dwelling Unit (exclusive of glass areas) must be constructed of slump block or frame stucco as approved by Declarant or Developer. Not more than two (2) of the foregoing materials shall be used for visible exterior surfaces of the structure, including patio walls, on any one Lot, and one (1) of the materials shall be predominant. If frame stucco or slump block is used for the exterior walls of the Dwelling Unit, stucco coverage must be at least one-half (1/2) of an inch.

2.17 Driveways. All private driveways and parking areas must be paved with concrete, asphaltic concrete (or comparable alternate on an adequate base to prevent erosion) and shall connect with the paved portion of the road in front of the Lot.

2.18 Roof Material. In order to prevent excessive sun glare to neighboring property or Lots, no roofing finish material shall be of a lighter color value than the exposed roof material.

2.19 Set Backs, Definition. For the purpose of this Declaration, "set back" shall be defined as the minimum horizontal distance between a point on a building or structure (other than a wall, fence, unroofed terrace, steps, and/or roof projections at the eaves) to the nearest property line or lines.

2.20 Set Back. Any building or structure shall be set back to the appropriate distances from Lot lines as identified on the Plat or in conformance with City of Tucson or other appropriate governmental entity's laws, rules and regulations, whichever is more restrictive.

2.21 Pools. A pond, swimming pool, body of water, play courts, outside barbecue facilities or shower, dressing rooms, outside toilet facilities may be erected or placed on any Lot within a walled patio, subject to approval of Declarant or Developer.

2.22 **Patio Walls.** No patio or other exterior wall shall be constructed of any material other than masonry or frame stucco as approved by Declarant or Developer and any such wall shall not be more than six (6) feet in height.

2.23 **Variance.** If any Lot covered by these restrictions includes major surface irregularities directly affecting the buildable area of said Lot in such manner as to make normal development extremely difficult or impossible, or if natural growth now existing on any Lot is of such character as to constitute a desirable or unique asset for the Lot on which it is located, Declarant or Developer shall have the authority to grant a variance for the location of pools and barbecue facilities herein set forth, so that said Lot may be developed to its maximum usage.

2.24 **Fences.** No fence shall be permitted or installed on any Lot unless constructed as described in Paragraph 2.22 above and approved by Declarant or Developer; provided that gates may be wood or metal.

2.25 **Utility Lines.** All telephone, power and utility lines located in the road in front of the Lots or utility easement on the Lots shall be underground, and service from any of these to any structure shall be by buried service lines. This provision shall not, however, prohibit the erection of temporary overhead power or telephone lines incident to construction. All costs for such work done which is performed between the easement line on the Lot and any point or points on the Lot shall be borne by the Owner of the Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from and the installation, replacing, repairing and maintaining of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. as such utilities are installed in connection with the initial development of the Lot and the construction of a Dwelling Unit or building thereon. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Property and affix and maintain wires, circuits and conduits on, in and under the roof and exterior walls of buildings on the Lots. Notwithstanding anything to the contrary contained herein, no sewers, electrical lines, water lines or other utilities or service lines may be installed or relocated on any Lot except as initially programmed and approved by Declarant or Developer in writing. No lines, wires or other devices for the communication or transmission

of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in and upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground and concealed in, under or on buildings or other structures approved in writing by Declarant or Developer. No provision hereof shall be deemed to prevent the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by Declarant or Developer in writing.

2.26 Exemption of Developer. Nothing in these CCR's shall limit the right of Developer to complete excavation, grading, and construction of improvements to any Lot within the subdivision owned by Declarant, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of the sale of the subdivision, so long as any Lot therein remains unsold, or to use any structure in the subdivision as real estate sales or leasing office. Developer need not seek or obtain approval for the installation of any improvements, including landscaping. The rights of Developer hereunder or elsewhere in these CCR's may be assigned.

2.27 Drainage. There shall be no interference with the established drainage pattern over any Lot within the Property unless adequate provision is made by submitting a drainage plan to the appropriate governmental authorities for a conforming to government rules, regulations, ordinances and drainage criteria, and is approved by Declarant or Developer. For purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Property is completed, or which is shown on any plans conforming to government rules, regulations, ordinances and drainage criteria approved by Declarant or Developer.

2.28 Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining Lots, Dwelling Units or from the road in front of the Lots. At no time shall there be any outside storage of commercial vehicles, boats, trailers, campers, motor coaches, mobile homes or house trailers of any type on any Lot. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Any and all items stored in a garage area shall be stored so as to conceal the same from view from adjoining property or from the streets or

public way. Grass, shrub or tree clippings, garbage or trash containers shall be kept within an enclosed structure or appropriately screened from view of adjoining Dwelling Units, except when necessary to make available for collection and then, only the shortest time reasonably necessary to effect such collection. Declarant or Developer shall have sole discretion in determining if any activity by an Owner is in violation of this Paragraph 2.28.

2.29 Trash Containers. No garbage or trash shall be placed or kept on any Lot or Dwelling Unit within the subdivision, except in covered containers of a type, size and style which have been approved by Declarant or Developer. All rubbish, trash or garbage shall be removed from Lots and Dwelling Units and shall not be allowed to accumulate thereon. No incinerators shall be allowed. All rubbish, trash, garbage or wood storage will be maintained in a clean and orderly manner so as not to be offensive to Owners of adjacent Lots or the Property. Said rubbish, garbage and trash shall be maintained in such a manner so as not to create any obnoxious odor which might disturb the peace, quiet, comfort or serenity of any Owners of any Lots or the Property and storage and disposal of said garbage, rubbish and trash will be done in a clean and sanitary manner. All rubbish, trash and garbage shall be left out for pick-up only scheduled garbage pick-up days. Declarant or Developer shall reserve the right to designate the garbage collection company or agency and to include garbage collection fees in the Assessment chargeable to a Dwelling Unit and Owner.

2.30 Mail Boxes. Declarant or Developer shall determine the location, color, size, design, lettering and all other particulars of all mail and paper delivery boxes, and standards and brackets and name signs for same in order that the area be strictly uniform in appearance with respect thereto.

2.31 Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot. The Declarant and Developer shall maintain the right to regulate the use of the Common Elements and to provide access to those areas such as landscape right-of-ways not intended for use by Owners.

2.32 Architectural Control. No improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any Property within Vista Rita Rancho or the improvements located thereon shall be made or

done without prior written approval of Declarant or Developer. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of Declarant or Developer. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots shall be subject to the prior written approval of Declarant or Developer and no changes or deviations in or from the plans and specifications once approved by Declarant or Developer shall be made without prior written approval of Declarant or Developer.

2.33 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approval of Declarant or Developer, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

2.34 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures or other improvements or that which Declarant or Developer may require for the operation and maintenance of Vista Rita Rancho.

2.35 Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street in Vista Rita Rancho and no inoperable vehicle may be stored or parked on any such Lot or street so as to be visible from any other Lot or from Common Elements; provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs.

2.36 Parking. It is the intent of the Declarant to restrict on-street parking as much as possible. Vehicles of all Owners and of their guests and invitees are to be kept in garages, residential driveways of the Owner and/or other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles on a Lot; provided, however, that this Paragraph shall not be construed to permit parking in the above-

described areas and any vehicle whose parking at Vista Rita Rancho is otherwise prohibited or the parking of any inoperable vehicle.

2.37 **Right of Entry.** During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot, any representative of the Declarant, Developer, or Majority of Owners shall have the right to enter upon and inspect any Lot and improvements thereon except for the interior portions of any completed residence for the purpose of ascertaining whether or not the provisions of this Declaration and CCR's have been or are being complied with and such person shall not be deemed guilty of trespass by reason of such entry.

2.38 **Health, Safety and Welfare.** In the event additional uses, activities and facilities are deemed by Declarant or Developer to be a nuisance or to adversely affect the health, safety or welfare of Owners, Declarant or Developer may amend these CCR's further restricting or regulating their presence at Vista Rita Rancho.

2.39 **Outside Lighting.** All outside lighting on any Lot or the Property shall be directed down or shall be shielded from adjacent properties in accordance with applicable laws, rules and regulations and subject to the written approval of Declarant or Developer.

3. PERMITTED USES, RESTRICTIONS AND RIGHTS - DWELLING UNITS

3.1 **Business Uses Prohibited.** No gainful occupation, professional trade or other non-residential use shall be conducted on any Lot except that Developer may maintain sales on a Lot.

3.2 **Renting.** Homeowners shall have the right to lease or rent their Dwelling Units; provided, however, that any lease agreement shall be in writing, shall be for a term of at least six (6) months, and shall provide that any such tenant shall abide by this Declarations and the CCR's.

4. OWNER, DECLARANT AND DEVELOPER APPROVAL

4.1 **Authority of Declarant and Developer.** Declarant and Developer shall at all times, while Declarant or Developer are the Owner of any Lot in Property, have the absolute and exclusive

authority to make all decisions required under the terms of this Declaration and the CCR's for the Owners. At such time as Declarant or Developer shall no longer be the Owner of any Lot in the Property, this exclusive right shall be cease and be declared null and void.

4.2 Authority of Owners. At such time as Declarant or Developer no longer have authority to make any decisions, authorizations, rulings or determinations as required by this Declaration and the CCR's, the Owner of each Lot shall have one vote for each Lot owned by an Owner in the Property. Other than the amendment or termination of this Declaration and CCR's, which action shall require the written approval of the Owners or Owners of two-thirds (2/3's) of the Lots then existing, any action required by the Owners under this Declaration or CCR's shall be accomplished by the written approval of a Majority of Owners of the Lots in the Property.

4.3 Voting Transfer. The rights and obligations of an Owner under this Declaration and CCR's shall not be assigned, transferred or conveyed except upon transfer of ownership of a Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage, deed of trust or such other legal process as now or hereafter in effect under Arizona law. Any prohibited transfer is void.

5. MAINTENANCE CHARGES AND CREATION OF LIEN

5.1 Creation of Lien and Personal Obligation of Maintenance Charges. The Declarant and Developer, for each Lot established in the Property, hereby covenant and agree to pay, and each Owner by acceptance of a Deed therefore, whether or not expressed in the Deed, is deemed to covenant and agree to pay, for the benefit of all of the Owners of Lots in the Property the following assessments and charges:

- (a) Maintenance Charges as described in this Declaration. The Maintenance Charges, together with interest, costs and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which such Maintenance Charge is made. The Maintenance Charge against future Lots will be based upon the number of Lots in the Property. Each Lot shall share pro-rata in the total expenses of the Maintenance

Charges. Each such Lot Maintenance Charge, together with interest, costs and attorney's fees shall also be the personal obligation of the person who is the Owner of the Lot at the time the Maintenance Charge is due.

The Declarant and Developer shall remain exempt from said Assessment and/or Maintenance charges for the period beginning on the date of recording of this Declaration, and ending on the date that either of the following occurs:

- (1) Declarant and Developer no longer own any Lot within the Property;
- (2) A Lot owned by Declarant or Developer ceases to be vacant, as evidenced by the commencement of construction of a house.

5.2 Maintenance Charges. In order to provide for the maintenance, repair and replacement of any Common Elements or as otherwise necessary to carry out the intent of this Declaration and other Maintenance Charges as agreed by the Owners, the Owners shall meet once each year, in the month of January (or as otherwise agreed by the Owners), to determine the Maintenance Charges for that year and to approve any contracts related to the Maintenance Charges and the Maintenance Charges so determined by the Owners shall be assessed against each Lot at that time. The amount of the Maintenance Charges shall be in the sole discretion of the Owners and shall be determined with the objective of fulfilling the Owners' obligations under this Declaration.

5.3 Uniform Rate of Maintenance Charges. The amount of Maintenance Charges against each Lot shall be fixed as a uniform, pro-rata rate as calculated evenly for each Lot, regardless of Lot size.

5.4 Establishment of Maintenance Charge Period. The period for which the Maintenance Charge is to be levied shall be the calendar year terminating on December 31 of such year.

5.5 Billing and Collection Procedures. The Owners shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Maintenance Charges provided herein and for the billing and collection of the Maintenance Charges provided said procedures are not inconsistent with this Declaration. The failure of the Owners to send a bill to a single

Owner shall not relieve any Owner of its liability for any Maintenance Charges under this Declaration but the Maintenance Charges Lien therefor shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement at the address of the Owner (the address shall be the address of the Owner's Lot unless written notice is provided to all Owners otherwise) that the Maintenance Charge or any installation payment thereof is or will be due and owing. Such notice may be given at any time prior to or after delinquency of such payment. Any Maintenance Charge or installment payment thereof not paid when due shall be deemed delinquent and bear interest thirty (30) days after its due date until paid at a rate of twelve percent (12%) per annum. An Owner shall be liable for all costs, including attorney's fees, which may be incurred by the Owners in collecting the same. The Owners may also record a Notice of Delinquent Maintenance Charge against any Lot as to which a Maintenance Charge is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Owners for the Owners' cost in recording the notice, processing the delinquency and recording the notice of payment, which fixed fee shall be treated as a collection cost of the Owners secured by the Maintenance Charge Lien.

5.6 Enforcement of Maintenance Charges, Maintenance Charges Lien and this Declaration.

1. Owners as Enforcing Body. The Owners, or any one Owner, shall have the exclusive right to enforce the provisions of this Declaration and CCR's. However, any single Owner shall first defer to the actions of the Owners acting in concert and if the Owners acting in concert shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any individual Owner may enforce them on behalf of all the Owners, but not at the expense of the remaining Owners, by any appropriate action.

2. Remedies of Enforcement. If any Owner fails to pay the Maintenance Charges, the Owners may enforce the payment of the Maintenance Charges, including the Maintenance Charges Lien, by any manner provided by law. All costs of enforcement shall be borne by the Owner who is delinquent.

6.1 **Funds Purposes.** The Owners shall apply all funds and property collected and received by them, including the Maintenance Charges, fees, and other funds and property received by them from

any other source for the common good and benefit of Vista Rita Rancho and the Owners by devoting said funds and property to the construction, alteration, maintenance, repair and operation of the Commons Elements or other necessary, desirable or beneficial actions which are agreed by the Owners are in the common interest of Vista Rita Rancho and its Owners. The Owners shall not be obligated to spend in any year any or all of the funds received by it in such year and may carry forward as surplus any balance remaining. The Owners may establish an account at any federal or state chartered bank or savings and loan to hold the funds collected by the Owners as described in this Declaration and the Owners may designate a single Owner as the signator on said account. Any monies held by the Owners or any single Owner shall be held in trust for the common good of all of the Owners of Vista Rita Ranch.

6.2 Insurance. Each Owner of a Lot shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property in a minimum amount of One Million Dollars (\$1,000,000.00) and any Owner, upon ten (10) days written request to any other Owner, shall be entitled to receive a copy of a current endorsement page of the Owner's insurance policy establishing that any Owner so requested provide a copy of insurance evidencing the insurance policy and amount indicated above that is current and then in effect. In the event any Owner fails or refuses to maintain insurance in the amount and manner described above, the other Owners, by agreement as authorized in this Declaration, may purchase such insurance and any amount so expended shall become a part of the Maintenance Charges and shall be a lien against the delinquent Owner's Lot.

6.3 Notice, Votes and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Section of the Declaration shall be sent to all owners no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or proxies entitled to cast fifty percent (50%) of all of the votes of each owner shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any decision at said meeting(s) will be approved if fifty-one percent (51%) of Owners constituting a quorum agree. Notwithstanding anything

contained in this Declaration, Declarant and/or Developer, while still the Owner of any Lot in the Property shall retain a superior right to veto a decision of the Majority of Owners.

7. USE OF FUNDS

7.1 Vista Rita Rancho's Funds Purposes. The Owners shall apply all funds and property collected and received by them for the common good and benefit of Vista Rita Rancho by devoting said funds and property to the acquisition, construction, alteration, maintenance, repair and operation by any manner or method whatsoever of any and all Common Elements, improvements and services within or without Vista Rita Rancho which may be necessary or desirable or beneficial to the general common interests of Vista Rita Rancho and its Owners. If Common Elements are or remain a part of the Property, the Owners shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property arising out of use of the Common Elements. The Owners shall accept full and complete responsibility for control, management, maintenance and liability of all Common Elements.

8. GENERAL PROVISIONS

8.1 Term. The covenants, conditions and restrictions of this Declaration shall remain in full force and effect for a period of ninety-nine (99) years from the date this Declaration is recorded. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each unless terminated by a written and recorded instrument approved by the Owners pursuant to the procedure set forth below for amendments to this Declaration.

8.2 Amendments. This Declaration may be amended by an instrument in writing signed and acknowledged by the Owners of two-thirds (2/3) of the Lots, and such amendment shall be effective upon its recordation with the Pima County Recorder. Notwithstanding anything in this Declaration to the contrary, Declarant and Developer shall have the superior right, so long as Declarant and Developer are the Owner of at least one (1) Lot to amend this Declaration by a written amendment signed only by the Declarant and Developer and then recorded.

8.3 Enforcement and Non-Waiver.

1. **Enforcement.** Except as otherwise provided herein, any Owner, Declarant and Developer (so long as Declarant and Developer own at least one (1) Lot), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations or liens, now or hereafter imposed by provision of this Declaration.

2. **Violations and Nuisances.** Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, Developer, or any Owner or group of Owners within the subdivision.

3. **Violation of Law.** Each and every provision of this Declaration and any amendment hereto, shall be subject to all governmental zoning and building ordinances and subdivision regulations and any future amendments thereto.

4. **Remedies Cumulative.** Each remedy provided by these CCR's is cumulative and not exclusive.

5. **Waiver.** Failure by Declarant, Developer or by any Owner to enforce any of the provisions of these CCR's at any time, shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of these CCR's.

8.4 **Mortgagee Protection.** Notwithstanding any other provisions of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any deed of trust or mortgage upon a Lot or Dwelling Unit made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage, such Lot or Dwelling Unit shall remain subject to this Declaration, as amended.

8.5 **Construction.**

A. **Governing Law.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the subdivision. This Declaration shall be construed and governed by the laws of the State of Arizona.

B. **Restriction Severable.** Notwithstanding the provisions of the foregoing paragraph, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. **Rule Against Perpetuities.** In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, said periods of time shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Arizona.

D. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

E. **Captions.** All captions and titles used in this Declaration are intended solely for convenience or reference purposes only, and in no way define, limit or describe the true intent and meaning of the provisions hereof.

8.6 **CCR Subordinate to Rita Ranch CCR's.** The Property of Vista Rita Rancho has been previously made subject to certain Covenants, Conditions and Restrictions (collective known as "Rita Ranch CCR's") as described below:

A. Declaration of Special Covenants and Requirements for the Rita Ranch as recorded in Docket 7434, Pages 775-800 of the Pima County Recorder's Office.

B. Declaration and Protective Restrictions for Rita Ranch as recorded in Docket 7435, Pages 674-719 of the Pima County Recorder's Office.

C. First Amendment to Declaration and Protective Restriction for Rita Ranch recorded in Docket 7942 at page 1672, of the Pima County Recorder's Office, et seq.

To the extent this Declaration and CCR's are in conflict with any applicable requirements of the Rita Ranch CCR's, the Rita Ranch

CCR's shall be superior to and prevail over this Declaration and CCR's.

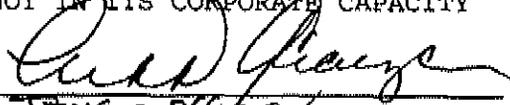
8.7 **Savings Clause.** Notwithstanding anything herein to the contrary, Developer shall have full and complete authority to perform such acts which it deems necessary for the development and sale of Lots within the subdivision.

8.8 **Binding Effect.** By acceptance of a deed or acquiring any ownership interest in any of the Property included within this Declaration, each Person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the Property and hereby evidences his interest that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

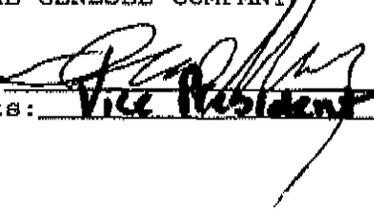
DECLARANT:

FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation,
AS TRUSTEE UNDER TRUST NUMBER 10901,
AND NOT IN ITS CORPORATE CAPACITY

By 
Its: Trust Officer

DEVELOPER:

THE GENESEE COMPANY

By 
Its: Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

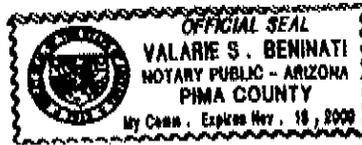
On this 27th day of May, 1998, before me, the undersigned Notary Public, personally appeared Nikki Araiza Trust Officer of Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee Under Trust Number 10901, and not in its corporate capacity.

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

Valarie S. Beninati
Notary Public

My Commission Expires:

11-16-00



STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

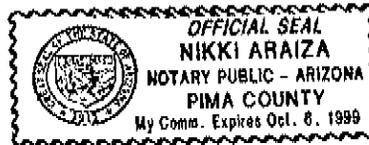
On this 27th day of May, 1998, before me, the undersigned Notary Public, personally appeared David Greenberg Vice President of The Genesee Company.

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

David Greenberg
Notary Public

My Commission Expires:

10.6.99



STATE OF ARIZONA)
COUNTY OF PIMA) ss.

Witness my hand and Official Seal.

Indexed	Filed	Blotted

FORM 4-15

I hereby certify that the within instrument was filed for record in Pima County, Arizona



No. **148107**
 Book **7434** Page **775-900**
 Date: **DEC 20 '84 - 11:00 AM**
 Request of: **STEWART TITLE & TRUST**
2602 - 100
 Fee:

STATE OF ARIZONA) 121384
)
 County of Pima) ss.

I hereby certify that the within instrument was recorded
 , 1984, in Docket _____, pages _____
 at the request of Miller & Pitt, P.C.

When Recorded Mail To:)
)
 Miller & Pitt, P.C.)
)
 111 South Church Avenue)
)
 Tucson, Arizona 85701)
)
 Attn: T. Patrick Griffin)
)
 By _____
 Deputy Recorder

DECLARATION OF SPECIAL COVENANTS
 AND REQUIREMENTS FOR THE RITA RANCH

THIS DECLARATION is made as of the 17th day of December,
 1984 by PIMA SERVICE CORPORATION, an Arizona corporation
 ("Pima"), for the purpose of imposing certain special covenants
 and requirements upon the real property legally described in
 Exhibit A annexed hereto (the "Rita Ranch").

WHEREAS, Pima is the owner of the Rita Ranch. Pima intends
 to develop the Rita Ranch and to sell all or portions thereof to
 others for development.

THEREFORE, Pima hereby declares and establishes the special
 covenants and requirements set forth below to govern the Rita
 Ranch, which shall be in addition to any and all other covenants,
 conditions, restrictions, requirements and declarations imposed
 upon or otherwise governing the Rita Ranch.

1. Definitions. When used in this Declaration, the
 following term shall have the following meanings unless other-
 wise specifically defined. The singular shall include the plural

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and the masculine gender shall include the feminine and the neuter (and vice versa) as the context requires.

(a) "City" shall mean the City Of Tucson, Arizona, a municipal corporation.

(b) "City Code" shall mean The Charter And General Ordinances Of The City Of Tucson, Arizona, as amended.

(c) "Council" shall mean Rodolfo C. Bejarano, Eva Colunga, Brent L. Davis, Charles Ford, George Milier, Thomas Volgy and their respective successors.

(d) "Declaration" shall mean this Declaration Of Special Covenants And Requirements For Rita Ranch and all exhibits and amendments hereto.

(e) "Improvements" shall mean the roadway, sewer, drainage and water service improvements described in the Improvement Schedule.

(f) "Improvement Schedule" shall mean the document annexed hereto as Exhibit B.

(g) "Initial Parcel" shall mean any part or portion of the Rita Ranch sold, conveyed or transferred by Pima to any Purchaser, the legal description, boundaries or dimensions of which are established by the deed or instrument of conveyance executed and delivered by Pima to the Purchaser.

(h) "Mayor" shall mean Lewis C. Murphy and his successor.

(i) "Pima" shall mean Pima Service Corporation, an Arizona corporation.

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(j) "Purchaser" shall mean any person or entity that acquires title or ownership to any portion of the Rita Ranch from Pima and any successor of any such person or entity.

(k) "Rita Ranch" shall mean the real property legally described in Exhibit A annexed hereto.

(l) "Site Specific Improvements" shall mean structural improvements, buildings and facilities contemplated for use and occupancy by natural persons or storage of goods, products, machinery or other materials, but shall not mean or include site preparation or roadway, sewer, drainage, utility, water service or other similar improvements.

2. Improvements. Pima shall construct and complete the Improvements described in the Improvement Schedule within and about the Rita Ranch in accordance with the phasing and anticipated completion dates specified in the Improvement Schedule. The obligation of Pima to so construct and complete the Improvements shall be absolute and unconditional, except that the anticipated completion dates shall be extended by the number of days Pima is delayed in such performance as a result of acts of God, inclement weather, labor disputes, civil unrest, or other events which are beyond the reasonable control of Pima.

3. Access. There is hereby created an access easement upon, across and over the portion of the Rita Ranch described in Exhibit C for ingress and egress by Pima and its agents, successors, delegates, assigns and invitees. Such access easement shall be and remain irrevocable until the earlier of (i) Ten (10) years from the date of this Declaration, or (ii) the roadways

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described in the Improvement Schedule are dedicated to the public, provided however, that Pima shall have and retain the sole and exclusive authority, right and legal capacity to dedicate such roadways to the public.

4. Utilities. There is hereby created an easement upon, across and over that portion of the Rita Ranch described in Exhibit C for the purpose of installing, maintaining, replacing and repairing all water, sewer, gas, telephone, electricity and cable television utilities upon the Rita Ranch. Each utility provider shall enter into a written utility easement agreement with Pima or its successor which shall be applicable to that portion of the Rita Ranch so served and which shall have the effect of more specifically defining the area encompassed by this easement as well as to ratably supercede this easement.

5. Platting. Each and every Purchaser shall be responsible, at its expense, for compliance with all applicable laws, rules, regulations and ordinances governing development or disposition of the Rita Ranch including (without limitation) the subdivision platting requirements of all governmental authorities having jurisdiction over the Rita Ranch, provided however, that without the approval of the Mayor and Council:

(a) no Initial Parcel may be divided into more than two (2) parts; and

(b) no construction of Site Specific Improvements upon the Rita Ranch may be commenced by Pima.

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For purposes of this Declaration, the phrase "approval of the Mayor and Council" shall mean either (i) a duly adopted resolution of the Mayor and Council, or (ii) approval by the Mayor and Council and recordation of a final plat, or (iii) such other procedures or conditions as may be prescribed by the Mayor and Council.

6. Use. The use of all or any portion of the Rita Ranch shall be in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities having jurisdiction over the Rita Ranch.

7. Prohibition. There shall be no residential development in the Davis-Monthan Air Force Base Approach-Departure Zone existing as of December 17, 1984 until such time as that zone is no longer required by the Department Of The Air Force.

8. Enforcement. The special covenants and restrictions contained in this Declaration shall run with the land and shall be binding upon any and all successor and assigns of Pima. This Declaration may be enforced by any remedy available at law or in equity.

9. Term. This Declaration shall run with and bind the land for a term of Twenty (20) years.

10. Disclosure. Prior to the sale, lease or other disposition of any portion of the Rita Ranch by Pima to any Purchaser, Pima shall disclose in writing to such Purchaser the nature, extent and conditions of this Declaration, and (if applicable) that no tentative plat or other subdivision plat has been filed

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or approved with respect to that portion of the Rita Ranch
subject to such sale, lease or disposition.

WHEREFORE, Pima has caused this Declaration to be duly
executed and established as of the date above written.

PIMA SERVICE CORPORATION

By: [Signature]

Title [Signature]

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me this
17th day of December, 1984 by [Signature] as
Chairman of PIMA SERVICE CORPORATION.

[Signature]
Notary Public

My Commission Expires:

July 23, 1987

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EXHIBIT A

PARCEL I:

All of Sections 22 and 26 in Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America, as to all of Section 22, except the North Half of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter and as to all of Section 26, except the North Half of the Northeast Quarter; and

EXCEPT from the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26 that portion lying within the Southern Pacific Railroad Company's right of way; and

EXCEPT those portions lying within Rita Road and Houghton Road; and

EXCEPT that portion of Section 22 described as follows:

A1. that certain parcel of land situated in the Northeast Quarter of Section 22, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Section,

THENCE North 89 degrees 41 minutes 10 seconds West along the North line of said Section, a distance of 847.46 feet;

THENCE South 00 degrees 18 minutes 50 seconds West a distance of 75.00 feet to the TRUE POINT OF BEGINNING;

THENCE continued South 00 degrees 18 minutes 50 seconds West a distance of 650.00 feet;

THENCE North 89 degrees 41 minutes 10 seconds West a distance of 1407.23 feet to a point of intersection with a curve, from said point a radial line bears North 89 degrees 30 minutes 05 seconds East a distance of 2994.84 feet to the center;

THENCE Northwesterly along the arc of said curve a distance of 42.48 feet through a central angle of 00 degrees 48 minutes 45 seconds to a point of tangency;

THENCE North 00 degrees 18 minutes 50 seconds East a distance of 582.53 feet to a point of curve to the right having a radius of 25.00 feet;

THENCE Northeasterly along the arc of said curve a distance of 39.27 feet through a central angle of 90 degrees 00 minutes 00 seconds to a point of tangency;

THENCE South 89 degrees 41 minutes 10 seconds East a distance of 1382.54 feet to the TRUE POINT OF BEGINNING.

PARCEL II:

All of Section 21, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPTING therefrom that portion lying Southwesterly of the Northeasterly line of the Southern Pacific Company's Railroad right of way; and

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America, as to the East Half of the East Half and the Northwest Quarter of the Southwest Quarter.

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PARCEL III:

That portion of the North one-half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Northeasterly of the Northeasterly line of the Southern Pacific Company's Railroad right of way;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT that portion lying within the following described parcel:

All that portion of the West Half of Section 27 and the East Half of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the West line of said Section 27, from which the Northwest corner of said Section bears North 00 degrees 07 minutes 35 seconds West, a distance of 629.06 feet; THENCE North 33 degrees 30 minutes 04 seconds East, a distance of 164.41 feet; THENCE South 56 degrees 29 minutes 56 seconds East, a distance of 650.00 feet; THENCE South 33 degrees 30 minutes 04 seconds West, a distance of 700.00 feet to a point on the North right of way line of Southern Pacific Railroad, said right of way line references on the B.L.M. Railroad Right of Way Map (Phoenix 015584); THENCE North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 293.78 feet to a point on the East line of Section 28; THENCE continue North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 356.22 feet; THENCE leaving said right of way line North 33 degrees 30 minutes 04 seconds East, a distance of 535.59 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

PARCEL IV:

The North one-half (N 1/2) and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and the North one-half (N 1/2) of the Southeast Quarter (SE 1/4), all in Section 27, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT those portions lying Southwesterly of the Northeasterly line of the Southern Pacific Railroad Company Right of Way; and

EXCEPT that portion within the following described Parcel:

All that portion of the West Half of Section 27 and the East Half of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

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PARCEL IV (cont'd.)

BEGINNING at a point of the West line of said Section 27, from which the Northwest corner of said Section bears North 00 degrees 07 minutes 35 seconds West, a distance of 629.06 feet;
THENCE North 33 degrees 30 minutes 04 seconds East, a distance of 164.41 feet;
THENCE South 56 degrees 29 minutes 56 seconds East, a distance of 650.00 feet;
THENCE South 33 degrees 30 minutes 04 seconds West, a distance of 700.00 feet to a point on the North right of way line of Southern Pacific Railroad, said right of way line references on the B.L.M. Railroad Right of Way Map (Phoenix 015584);
THENCE North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 293.78 feet to a point on the East line of Section 28;
THENCE continue North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 356.22 feet;
THENCE leaving said right of way line North 33 degrees 30 minutes 04 seconds East, a distance of 535.59 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT those portions lying within Rita Road.

PARCEL V:

The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT that portion lying within the Southern Pacific Railroad Company's Right of Way.

PARCEL VI:

The Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the South one-half (S 1/2) of the Southeast Quarter (SE 1/4), all in Section 23, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patents from the United States of America; and

EXCEPT that portion lying within Houghton Road.

PARCEL VII:

The Northeast Quarter (NE 1/4) and the North one-half (N 1/2) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), all in Section 35, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT that portion lying within the Southern Pacific Railroad Company's Right of Way; and

EXCEPT those portions lying within Rita Road and Houghton Road.

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PARCEL VIII:

The South one-half (S 1/2) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) in Section 25, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona:

EXCEPT that portion lying within Houghton Road.

PARCEL IX:

All that certain parcel of land situated in the Northeast Quarter of Section 22, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Section;

THENCE North 89 degrees 41 minutes 10 seconds West along the North line of said Section a distance of 847.46 feet;

THENCE South 00 degrees 18 minutes 50 seconds West 75.00 feet to the TRUE POINT OF BEGINNING;

THENCE continue South 00 degrees 18 minutes 50 seconds West a distance of 650.00 feet;

THENCE North 89 degrees 41 minutes 10 seconds West, a distance of 1407.23 feet to a point of intersection with a curve, from said point a radial line bears North 89 degrees 30 minutes 05 seconds East a distance of 2994.84 feet to the center;

THENCE Northwesterly along the arc of said curve a distance of 42.48 feet through a central angle of 00 degrees 48 minutes 45 seconds to a point of tangency;

THENCE North 00 degrees 18 minutes 50 seconds East a distance of 582.53 feet to a point of curve to the right having a radius of 25.00 feet;

THENCE Northeasterly along the arc of said curve a distance of 39.27 feet through a central angle of 90 degrees 00 minutes 00 seconds to a point of tangency;

THENCE South 89 degrees 41 minutes 10 seconds East, a distance of 1382.54 feet to the TRUE POINT OF BEGINNING.

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PARCEL X:

All that portion of the West Half of Section 27 and the East Half of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the West line of said Section 27, from which the Northwest corner of said Section bears North 00 degrees 07 minutes 35 seconds West, a distance of 629.06 feet;

THENCE North 33 degrees 30 minutes 04 seconds East, a distance of 164.41 feet;

THENCE South 56 degrees 29 minutes 56 seconds East, a distance of 650.00 feet;

THENCE South 33 degrees 30 minutes 04 seconds West, a distance of 700.00 feet to a point on the North right of way line of Southern Pacific Railroad, said right of way line references on the B.L.M. Railroad Right of Way Map (Phoenix 015584);

THENCE North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 293.78 feet to a point on the East line of Section 28;

THENCE continue North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 356.22 feet;

THENCE leaving said right of way line North 33 degrees 30 minutes 04 seconds East, a distance of 535.59 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

PARCEL XI:

All that certain parcel of land situated in the northeast 1/4 of Section 22, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the northeast corner of said section, thence North 89°41'10" West along the north line of said Section a distance of 847.46 feet;

Thence South 00°18'50" West distance of 75.00 feet to the TRUE POINT OF BEGINNING;

Thence continue South 00°18'50" West a distance of 650.00 feet;

Thence North 89°41'10" West a distance of 1407.23 feet to a point of intersection with a curve, from said point a radial line bears North 89°30'05" East a distance of 2994.84 feet to the center;

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PARCEL XI (cont'd.)

Thence northwesterly along the arc of said curve a distance of 42.48 feet through a central angle of $00^{\circ}48'45''$ to a point of tangency;

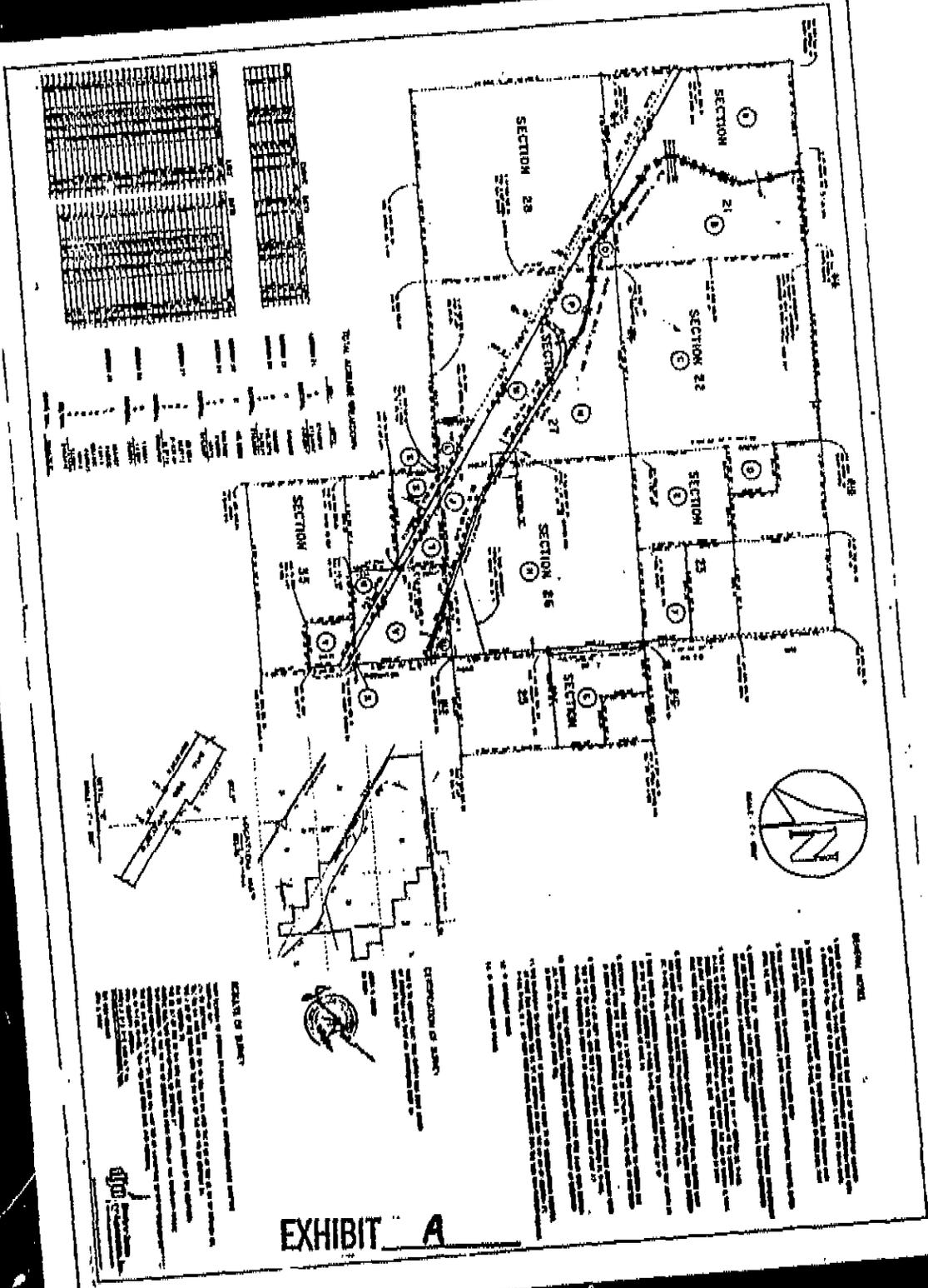
Thence North $00^{\circ}18'50''$ East a distance of 582.53 feet to a point of curve to the right having a radius of 25.00 feet;

Thence northeasterly along the arc of said curve a distance of 39.27 feet through a central angle of $90^{\circ}00'00''$ to a point of tangency;

Thence South $89^{\circ}41'10''$ East a distance of 1382.54 feet to the TRUE POINT OF BEGINNING.

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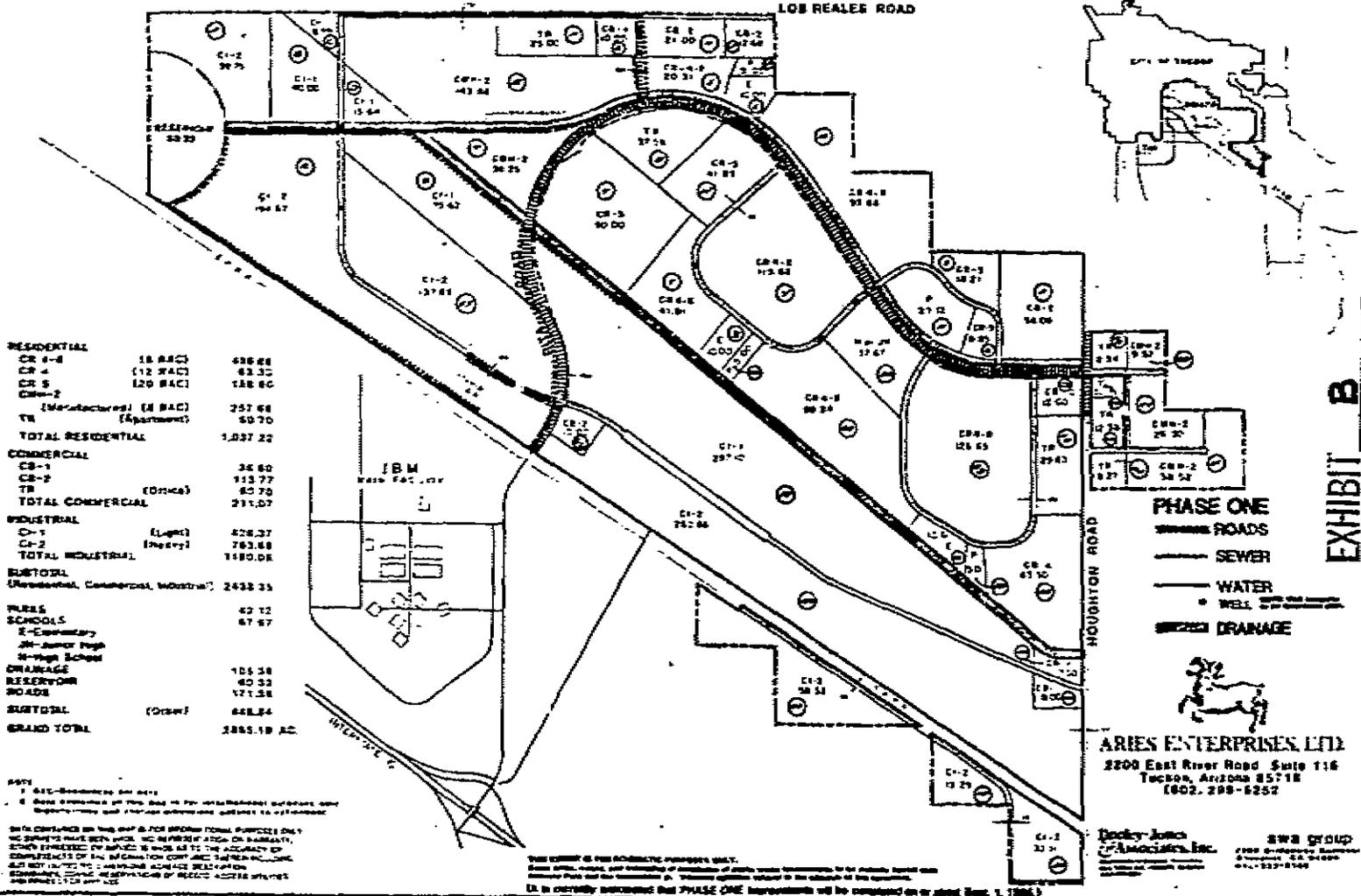
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RITA RANCH

COMMUNITY PLAN Co13-83-1
 APPROVED BY PIMA COUNTY BOARD OF SUPERVISORS
 NOVEMBER 15, 1983



SCALE IN FEET
 0 500 1000 2000



RESIDENTIAL		
CR 4-4	18 BACI	436.68
CR 4	112 BACI	63.32
CR 5	120 BACI	138.80
CR-2		
TR	(Manufacturing) (4 BAC)	257.68
	(Apartment)	50.70
TOTAL RESIDENTIAL		1,027.22
COMMERCIAL		
CR-1		34.80
CR-2		113.77
	(Office)	80.78
TOTAL COMMERCIAL		219.35
INDUSTRIAL		
CR-1	(Light)	428.37
CR-2	(Heavy)	783.68
TOTAL INDUSTRIAL		1,212.05
RECREATION	(Recreational, Commercial, Industrial)	2,432.35
PARKS		
SCHOOLS		42.12
	E-Elementary	67.67
	JH-Junior High	
	Senior School	
DRAINAGE		105.58
RESERVOIR		40.32
ROADS		171.38
RECREATION	(Office)	648.84
GRAND TOTAL		2,885.19 AC.

PHASE ONE

 ROADS
 SEWER
 WATER
 WELL
 DRAINAGE

ARIES ENTERPRISES LTD.
 2200 East River Road, Suite 116
 Tucson, Arizona 85718
 (602) 298-6252

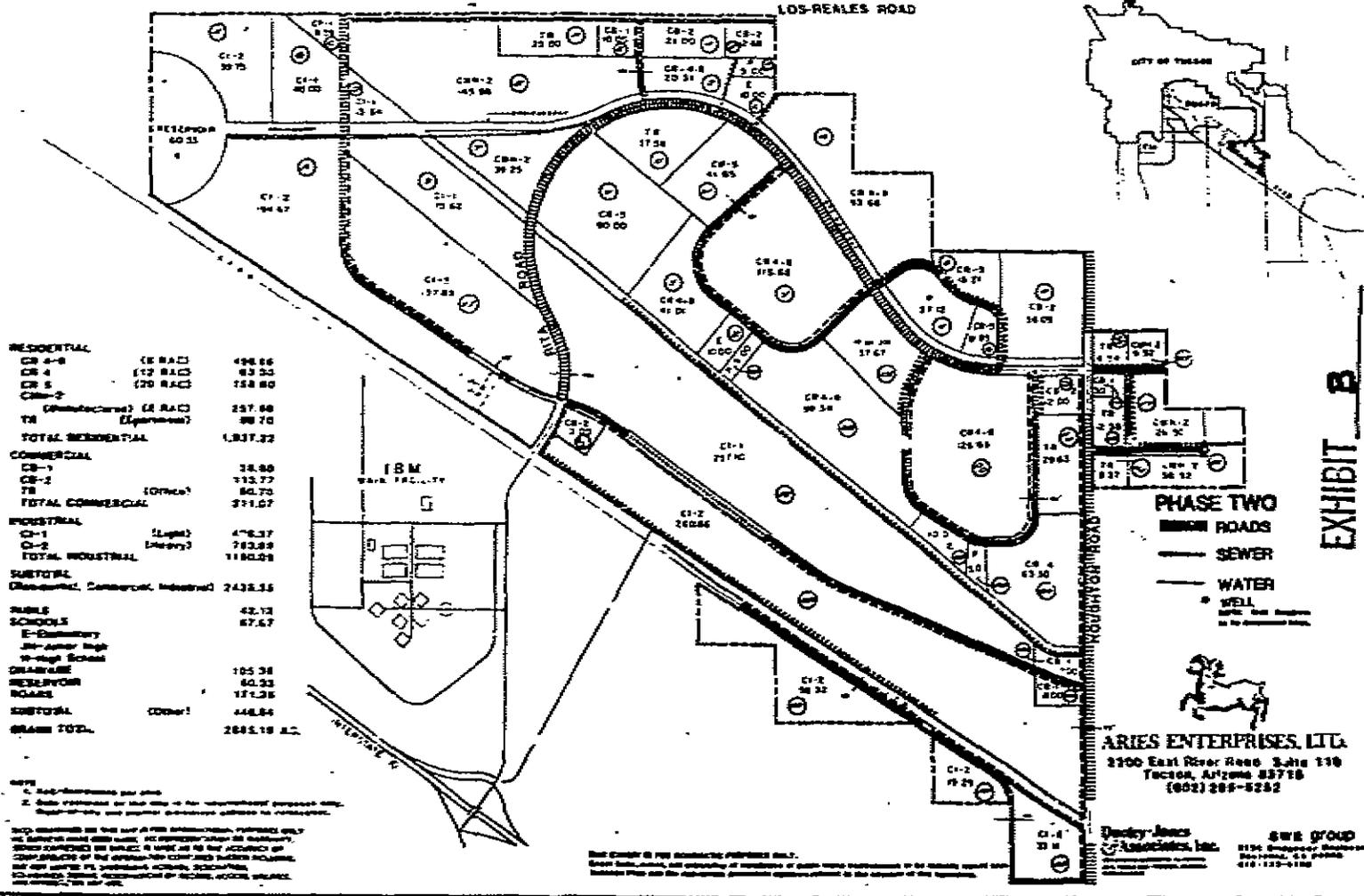
Docky Jones & Associates, Inc. **SWR GROUP**
 7700 Southway, Suite 100
 Tucson, Arizona 85746
 (602) 527-8100

NOTES
 1. All measurements are in feet.
 2. Area enclosed by this map is for informational purposes only. Responsibility and liability are retained by applicant.
 THIS CONTRACT IS THE ONLY ONE FOR PHASE ONE PURPOSES AND IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. ANY OTHER CONTRACTS OR AGREEMENTS MADE BY THE APPLICANT OR ANY OTHER PARTY SHALL BE VOID AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. ANY DISCREPANCY BETWEEN THIS MAP AND ANY OTHER MAPS OR RECORDS SHALL BE SETTLED BY THE APPLICANT.
 THE APPLICANT IS THE SOLE RESPONSIBLE PARTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 IT IS HEREBY AGREED THAT PHASE ONE IMPROVEMENTS WILL BE COMPLETED ON OR ABOUT SEP. 1, 1984.

EXHIBIT B

RITA RANCH

COMMUNITY PLAN Ca13-83-1
 APPROVED BY PIMA COUNTY BOARD OF SUPERVISORS
 NOVEMBER 15, 1983



RESIDENTIAL		
CR 4-8	(6 RAC)	496.66
CR 4	(12 RAC)	83.33
CR 5	(20 RAC)	158.80
CR 2	(10 RAC)	194.67
TR	(17.04)	98.70
TOTAL RESIDENTIAL		
1,837.22		
COMMERCIAL		
CS-1		38.80
CS-2		113.77
TR	(Office)	80.70
TOTAL COMMERCIAL		
233.27		
INDUSTRIAL		
CI-1	(Light)	478.37
CI-2	(Heavy)	782.89
TOTAL INDUSTRIAL		
1,261.26		
SUBTOTAL		
3,331.75		
SCHOOLS		
E-Elementary		42.13
Jr-Junior High		67.67
High School		
DRAINAGE		
RESERVOIR		105.38
ROADS		50.33
ROADS		171.35
SUBTOTAL		
328.06		
GRAND TOTAL		
3,659.81 AC.		

PHASE TWO
 ■ ROADS
 — SEWER
 — WATER
 ● WELL
 ○ IN LOT
 □ IN ADJACENT LOT



ARIES ENTERPRISES, LTD.
 2100 East River Road, Suite 110
 Tucson, Arizona 85718
 (602) 295-5282

Duckey Jones & Associates, Inc.
 8134 Broadway Boulevard
 Suite 100, 4500
 410-117-1100

EXHIBIT B

1. See attachments for plan.
 2. See statement of the City of the Department of Public Works.
 Responsibility and payment provisions address to contractor.
 THE CITY OF TUCSON IS THE BUYER OF THE PROPERTY DESCRIBED HEREIN. THE CITY OF TUCSON IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF TUCSON IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF TUCSON IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

THIS PLAN IS FOR INFORMATION PURPOSES ONLY.
 It is not intended to be used as a basis for any action or inaction by any person or entity. The City of Tucson is not responsible for the accuracy of the information contained herein. The City of Tucson is not responsible for the accuracy of the information contained herein. The City of Tucson is not responsible for the accuracy of the information contained herein.



Dooley-Jones & Associates, Inc.

CONSULTING ENGINEERS / PLANNERS

LEGAL DESCRIPTION
PREPARED FOR
ARIES ENTERPRISES, LTD.
DECEMBER 12, 1984
DJA JOB NO. 44-303.09

E.W. "Bud" Dooley, P.E.
Jerry R. Jones, P.E.
Hubert A. Duncan, P.E.
James R. Wiese, P.E.
Richard H. Bourque, P.E.
Frank G. Castro, P.E.
Roger E. Deale, P.E.
Shi-En Shiao, P.E.
Richard G. Thomas, P.E.
Antonio Figueras, P.E.
Ryan G. Dale, P.E.
Long-Cheng Huang, P.E.
Trinidad de la Garza, H.L.B.
John D. Oeder, P.E.
James O. Lynch, A.P.A.

Edwin D. Bailey, P.E.
Herb Shipley, P.E.
Carol M. Lenderking, H.L.B.

Rita Ranch - Proposed Roadways

All those certain multiple roadway strips of land situated in Sections 21 to 23, Sections 25 to 28, and Section 35, all in Township 15 South, Range 15 East, Gila and Salt River Meridian, more particularly described as follows:

NORTH BOUNDARY ROAD - OLD VAIL ROAD - RITA ROAD

A 75.00 foot wide strip of land to the left of and adjacent to the following described line:

Beginning at the northeast corner of said Section 22, thence North 89°41'10" West along the north line of said Section a distance of 2300.00 feet to what is henceforth referred to as Point "A";

Thence continue North 89°41'10" West along said north line a distance of 2992.45 feet to the northeast corner of said Section 21;

Thence North 89°58'09" West along the north line of the northeast quarter of said Section 21 a distance of 2044.78 feet to what is henceforth referred to as Point "B", said point also being the terminus of said left side 75.00 foot wide strip, said strip henceforth being 90.00 feet wide, 45.00 feet wide on each side of and adjacent to the following described line:

Thence departing said quarter section line South 00°01'51" West a distance of 3722.35 feet to a point of curve to the left, the radius of which is 1100.00 feet;

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Riba Ranch - Proposed Roadways
December 12, 1984
Page 2

Thence southeasterly along the arc of said curve a distance of 1085.10 feet through a central angle of $56^{\circ}31'48''$ to a point of tangency;

Thence South $56^{\circ}29'56''$ East a distance of 1165.26 feet to a point of intersection with the north line of said Section 28, said point being North $89^{\circ}59'24''$ West a distance of 569.77 feet from the northeast corner of said section;

Thence continue South $56^{\circ}29'56''$ East a distance of 684.23 feet to a point of intersection with the west line of the northwest quarter of said Section 27, said point being South $00^{\circ}07'35''$ East a distance of 377.57 feet from the northwest corner of said Section;

Thence continue South $56^{\circ}29'56''$ East a distance of 1048.16 feet to a point of curve to the left, the radius of which is 1107.29 feet;

Thence southeasterly along the arc of said curve a distance of 403.40 feet through a central angle of $20^{\circ}52'25''$ to a point of tangency;

Thence South $77^{\circ}22'21''$ East a distance of 101.23 feet to what is henceforth referred to as Point "C", said point also being the terminus of said 90.00 foot wide strip, said strip henceforth being 150.00 feet wide, 75.00 feet wide on each side of and adjacent to the following described line::

Thence continue South $77^{\circ}22'21''$ East a distance of 476.20 feet to a point on a curve to the right, the radius of which is 1100.00 feet;

Thence southeasterly along the arc of said curve a distance of 439.93 feet through a central angle of $22^{\circ}54'52''$ to a point of tangency;

Thence continue South $54^{\circ}27'29''$ East a distance of 3389.04 feet to a point of intersection with the west line of the southwest quarter of said Section 26, said point being North $00^{\circ}10'26''$ East a distance of 1717.10 feet from the southwest corner of said section;

Thence continue South $54^{\circ}27'29''$ East a distance of 771.14 feet to a point of curve to the left, the radius of which is 2864.75 feet;

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 3

Thence southeasterly along the arc of said curve a distance of 632.33 feet through a central angle of $12^{\circ}38'48''$ to a point of tangency;

Thence South $67^{\circ}06'18''$ East a distance of 2478.52 feet to a point of intersection with the north line of the northeast quarter of said Section 35, said point being North $89^{\circ}40'48''$ West a distance of 1825.42 feet from the northeast corner of said Section;

Thence continue South $67^{\circ}06'18''$ East a distance of 1556.33 feet to a point of curve to the left, the radius of which is 954.93 feet;

Thence southeasterly along the arc of said curve a distance of 325.83 feet through a central angle of $19^{\circ}32'59''$ to a point on the west right-of-way line of Houghton Road, as recorded in Book 7 of Road Maps at Page 76, said point also being the point of terminus of said strip;

RITA RANCH ROAD (TO THE SOUTH)

A 150.00 foot wide strip of land, being 75.00 feet wide on each side of and adjacent to the following described centerline:

Beginning again at heretofore described Point "C", said point being a point on a curve, the radius of which bears North $78^{\circ}13'19''$ West a distance of 2175.20 feet to the center, thence southwesterly along the arc of said curve to the right a distance of 593.66 feet through a central angle of $15^{\circ}38'14''$ to a point of tangency;

Thence South $27^{\circ}24'55''$ West a distance of 280.85 feet to a point on the proposed southwesterly boundary line of Rita Ranch, said point also being the point of terminus of said roadway strip.

RITA RANCH ROAD (TO THE NORTH)

A 150 foot wide strip of land being 75.00 feet wide on each side of and adjacent to the following described line:

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Rita Ranch - Proposed Roadways
December 12, 1984
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Beginning at heretofore described Point "C", said point being a point on a curve, the radius of which bears North $78^{\circ}13'19''$ West a distance of 2175.20 feet to the center, thence northwesterly along the arc of said curve to the left a distance of 1382.00 feet through a central angle of $36^{\circ}24'09''$ to a point of intersection with the south line of said Section 22, from which point a radial line bears South $65^{\circ}22'32''$ West to the center, said intersection point being South $89^{\circ}46'51''$ East a distance of 1524.31 feet from the southwest corner of said Section;

Thence continue northwesterly along the arc of said curve to the left a distance of 71.17 feet through a central angle of $01^{\circ}52'28''$ to a point of tangency;

Thence North $26^{\circ}29'56''$ West a distance of 279.60 feet to a point of curve to the right, the radius of which bears North $63^{\circ}30'04''$ East a distance of 2400.00 feet to the center;

Thence northeasterly along the arc of said curve a distance of 4459.99 feet through a central angle of $106^{\circ}28'28''$ to what is henceforth referred to as Point "D", from which a radial line bears South $10^{\circ}01'28''$ East to the center;

Thence continue southeasterly along the arc of said curve to the right a distance of 2435.27 feet through a central angle of $58^{\circ}08'16''$ to a point of intersection with the west line of the west half of said Section 23, from which point a radial line bears South $48^{\circ}06'48''$ West to the center, said intersection point being North $00^{\circ}00'58''$ East a distance of 364.99 feet from the west quarter corner of said Section;

Thence continue southeasterly along the arc of said curve to the right a distance of 291.90 feet through a central angle of $06^{\circ}58'07''$ to a point of tangency;

Thence South $34^{\circ}55'05''$ East a distance of 144.15 feet to what is henceforth referred to as Point "E";

Thence continue South $34^{\circ}55'05''$ East a distance of 2405.09 feet to what is henceforth referred to as Point "F";

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 5

Thence continue South $34^{\circ}55'05''$ East a distance of 517.39 feet to a point of curve to the left, the radius of which is 2250.00 feet;

Thence southeasterly along the arc of said curve a distance of 334.89 feet through a central angle of $08^{\circ}31'40''$ to a point of intersection with the north line of the northwest quarter of said Section 26, from which point a radial line bears North $46^{\circ}33'15''$ East to the center, said intersection point being North $89^{\circ}59'19''$ West a distance of 491.88 feet from the north quarter corner of said Section;

Thence continue southeasterly along the arc of said curve to the left a distance of 596.28 feet through a central angle of $15^{\circ}11'03''$ to what is henceforth referred to as Point "G", from which a radial line bears North $31^{\circ}22'12''$ East to the center;

Thence continue southeasterly along the arc of said curve to the left a distance of 1227.77 feet through a central angle of $31^{\circ}15'53''$ to a point of tangency;

Thence South $89^{\circ}53'42''$ East a distance of 7.28 feet to what is henceforth referred to as Point "H";

Thence continue South $89^{\circ}53'42''$ East a distance of 600.00 feet to what is henceforth referred to as Point "I";

Thence continue South $89^{\circ}53'42''$ East a distance of 900.00 feet to a point of intersection with the west line of the northwest quarter of Section 25, said line also being the centerline of said Houghton Road, said intersection point henceforth being referred to as Point "J", said point also being the terminus of said 150.00 foot wide strip, said strip henceforth being 90.00 wide, 45.00 foot wide on each side of and adjacent to the following described line:

From said Point "J", said point being South $00^{\circ}06'18''$ West a distance of 670.00 feet from the northwest corner of said Section 25, thence continue South $89^{\circ}53'42''$ East a distance of 667.91 feet to what is henceforth referred to as Point "K";

Thence continue South $89^{\circ}53'42''$ East a distance of 656.91 feet to the terminus of said roadway strip.

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 6

Excluding that portion which lies between the right-of-way lines of said Houghton Road.

CONNECTING ROAD, SECTION 22:

A 90.00 foot wide strip of land being 45.00 feet wide on each side of and adjacent to the following described line:

Beginning at heretofore described Point "A", said point being on the north line of said Section 22, thence South $00^{\circ}18'50''$ West a distance of 682.53 feet to a point of curve to the left, the radius of which is 3039.84 feet;

Thence southeasterly along the arc of said curve a distance of 548.51 feet through a central angle of $10^{\circ}20'18''$ to a point of tangency;

Thence South $10^{\circ}01'28''$ East a distance of 300.00 feet to said Point "D", the point of terminus of said roadway strip.

DOUBLE LOOP ROAD, SECTIONS 22, 23, 26 and 27:

A strip of land being 90.00 feet wide and 45.00 feet on each side of and adjacent to the following described line:

Beginning at the heretofore described Point "E", thence South $55^{\circ}04'55''$ West a distance of 1607.57 feet to a point of a curve to the left having a radius of 725.00 feet;

Thence southwesterly along the arc of said curve a distance of 1339.02 feet through a central angle of $105^{\circ}49'14''$ to a point of tangency;

Thence South $50^{\circ}44'19''$ East a distance of 912.98 feet to a point on the north line of said Section 27, from which the northeast corner of said section bears South $89^{\circ}46'51''$ East a distance of 390.55 feet;

Thence continue South $50^{\circ}44'19''$ East a distance of 287.02 feet to a point of curve to the left having a radius of 700.00 feet;

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 7

Thence southeasterly along the arc of said curve a distance of 197.15 feet to a point on the west line of said Section 26, from which the northwest corner of said section bears North $00^{\circ}02'46''$ East a distance of 281.92 feet;

Thence continue along the arc of said curve to the left a distance of 837.66 feet to a point of tangency;

Thence North $44^{\circ}33'41''$ East a distance of 181.28 feet to a point on the south line of said Section 23, from which the southwest corner of said Section bears North $89^{\circ}59'19''$ West a distance of 900.63 feet;

Thence continue North $44^{\circ}33'41''$ East a distance of 668.72 feet to a point of curve to the right having a radius of 1000.00 feet;

Thence northeasterly along the arc of said curve a distance of 200.33 feet through a central angle of $11^{\circ}28'42''$ to a point of tangency;

Thence North $56^{\circ}02'23''$ East a distance of 141.67 feet to said Point "F";

Thence continue North $56^{\circ}02'23''$ East a distance of 565.28 feet to a point of curve to the right having a radius of 500.00 feet;

Thence southeasterly along the arc of said curve a distance of 720.21 feet through a central angle of $82^{\circ}31'47''$ to a point of tangency;

Thence South $41^{\circ}25'49''$ East a distance of 200.00 feet to a point of curve to the left having a radius of 1181.32 feet;

Thence southeasterly along the arc of said curve a distance of 618.54 feet through a central angle of $30^{\circ}00'00''$ to a point of tangency;

Thence South $71^{\circ}25'49''$ East a distance of 150.00 feet to a point of curve to the right having a radius of 350.00 feet;

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 8

Thence southeasterly along the arc of said curve a distance of 436.99 feet through a central angle of 71°32'08" to a point of tangency;

Thence South 00°06'18" West a distance of 62.68 feet to a point on the north line of said Section 26, from which the northeast corner of said Section bears South 89°14'00" East a distance of 1146.20 feet;

Thence continue South 00°06'18" West a distance of 687.32 feet to said point "H", the terminus of roadway strip.

LOOP ROAD SECTION 26

A strip of land 90.00 feet wide and 45.00 feet on each side of and adjacent to the following described line:

Beginning at heretofore described Point "G";

Thence South 31°22'12" West a distance of 365.68 feet to a point of curve to the left having a radius of 1750.00 feet;

Thence southwesterly along the arc of said curve a distance of 954.93 feet through a central angle of 31°15'53" to a point of tangency;

Thence South 00°06'18" West a distance of 895.96 feet to a point of curve to the left having a radius of 650.00 feet;

Thence southeasterly along the arc of said curve a distance of 664.19 feet through a central angle of 58°32'47" to a point of tangency;

Thence South 58°26'29" East a distance of 923.74 feet to a point of curve to the left having a radius of 500.00 feet;

Thence southeasterly along the arc of said curve a distance of 274.48 feet through a central angle of 31°27'13" to a point of tangency;

Thence South 89°53'42" East a distance of 359.20 feet to a point of curve to the left having a radius of 500.00 feet;

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 9

Thence northeasterly along the arc of said curve a distance of 785.40 feet through a central angle of $90^{\circ}00'00''$ to a point of tangency;

Thence North $00^{\circ}06'18''$ East a distance of 2400.00 feet to said Point "I", said point being the point of terminus of roadway strip.

EAST-WEST ROAD SECTION 25;

A strip of land 90.00 feet wide, 45.00 feet on each side of and adjacent to the following described line:

Beginning at a point henceforth referred to as Point "L", said point being on the centerline of said Houghton Road from which the northwest corner of said Section 25 bears North $00^{\circ}06'18''$ East a distance of 1984.69 feet;

Thence South $89^{\circ}53'42''$ East a distance of 667.91 feet to what is henceforth referred to as Point "M";

Thence continue South $89^{\circ}53'42''$ East a distance of 1300.88 feet to the center of a cul-de-sac with 25.00 foot radius tangent arcs.

Except any portion of said strip within the right-of-way of said Houghton Road.

NORTH-SOUTH ROAD SECTION 25:

A strip of land 90.00 feet wide, 45.00 feet on each side of and adjacent to the following described line:

Beginning at heretofore described Point "K";

Thence South $00^{\circ}06'18''$ West a distance of 1314.69 feet to said Point "M", being the point of terminus of roadway strip.

SOUTH BOUNDARY ROAD SECTIONS 26, 27 and 35:

A 45.00 foot strip of land to the right of and adjacent to the following described line:

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 10

Beginning at a point on the centerline of said Houghton Road, from which the southeast corner of said Section 35 bears South $00^{\circ}06'18''$ West a distance of 1320.15 feet;

Thence North $89^{\circ}43'27''$ West a distance of 75.00 feet to a point on the west right-of-way line of said Houghton Road, said point being the point of beginning of said strip;

Thence continue North $89^{\circ}43'27''$ West a distance of 1244.93 feet to what is henceforth referred to as Point "O";

Thence North $00^{\circ}03'41''$ West a distance of 1327.40 feet to a point of curve to the left having a radius of 516.89 feet, from this point said strip henceforth being 90.00 feet in width and 45.00 on each side of and adjacent to the following described line;

Thence northwesterly along the arc of said curve a distance of 509.15 feet through a central angle of $56^{\circ}26'15''$ to a point of tangency;

Thence North $56^{\circ}29'56''$ West, 45.00 feet southwesterly of and parallel with the southerly right-of-way line of Southern Pacific Railroad as shown on the Bureau of Land Management Railroad Right-Of-Way Map (Phoenix 015584), a distance of 4009.01 feet to a point on the south line of said Section 26, from which the southwest corner of said Section bears South $89^{\circ}58'33''$ West a distance of 390.19 feet;

Thence continue North $56^{\circ}29'56''$ West along the Railroad right-of-way a distance of 466.98 feet to a point on the east line of said Section 27 from which the southeast corner of said Section bears South $00^{\circ}10'26''$ West a distance of 257.92 feet;

Thence continue North $56^{\circ}29'56''$ West along the Railroad right-of-way a distance of 697.00 feet to a point on the jog in width of said railroad right-of-way, said point being the terminus point of roadway strip.

Excluding that portion of strip lying within said Houghton Road and within the southeast quarter of the northwest quarter of Section 35.

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Rita Ranch - Proposed Roadways
December 12, 1984
Page 11

Including spandrels, the radii of which are 25.00, at the following heretofore described Points, said spandrels being more particularly described as follows:

At said Points "A", "D", "E", "G", "H", "I", "K", "L", and "M", there being two spandrels at the intersections of the four sidelines at each of the respective said Points;

At said Point "B", there being one spandrel at the intersection of the left sidelines, southeast of said Point "B";

At said Point "C", there being one spandrel at the intersection of the left sidelines, northwest of Point "C";

At said Point "F", there being four spandrels at the intersections of all four sidelines;

At said Point "J", there being two spandrels at the intersections of the sidelines with the right-of-way lines of said Houghton Road;

At said Point "N", there being one spandrel at the intersection of the right sideline with the west right-of-way line of said Houghton Road, northwest of said Point "N";

At said Point "O", there being one spandrel at the intersection of the right sidelines, northeast of said Point "O";

Also including one spandrel, the radius of which is 26.11 feet, at the intersection of the right sidelines southwest of said Point "C";

All sidelines of said described strips to be lengthened or shortened to meet at all angle points, boundary lines and right-of-way lines.

RAB & MO:DJL:pw (W)

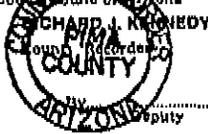
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STATE OF ARIZONA)
COUNTY OF PIMA) ss.
Witness my hand and Official Seal.

I hereby certify that the within instrument was duly recorded in Pima County with the following

No. 148670
Book 7435 Page 674-719
Date: DEC 21 '84 11:00 AM
Request of STEWART TITLE & TRUST

Indexed	Paged	Blotted



PS Fee: 46.00 - 1.00

STATE OF ARIZONA)
County of Pima) ss.

I hereby certify that the within instrument was recorded _____, 1984, in Docket _____, pages _____ at the request of Miller & Pitt, P.C.

When Recorded Mail To:)
ARIES ENTERPRISES, LTD.)
2200 EAST RIVER ROAD, SUITE 118)
TUCSON, ARIZONA 85718)

Witness my hand and official seal. RICHARD J. KENNEDY, Pima County, Arizona Recorder

By _____ Deputy Recorder

DECLARATION OF PROTECTIVE RESTRICTIONS FOR RITA RANCH

THIS DECLARATION is made on the date hereinafter set forth by PIMA SERVICE CORPORATION, an Arizona corporation, (hereinafter referred to as "Declarant"), for the purpose of establishing "Rita Ranch" as a planned industrial, commercial and residential development.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Pima, State of Arizona, which is more particularly described as:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND

WHEREAS, Declarant intends, without obligation to do so, to develop or to later sell for development by others, the real property described in Exhibit A and to thus establish a planned community known as Rita Ranch; Declarant may, without obligation to do so, later develop additional property under these same restrictions to ensure that the additional land is an integral part of Rita Ranch.

NOW, THEREFORE, Declarant hereby declares that all the real property described in Exhibit A above shall be held, sold and conveyed subject to the following easements, servitudes, restrictions, covenants and conditions, which are in furtherance of a plan for the purpose of developing a planned and coordinated community and protecting the value, environmental setting, and desirability of the Property. These easements, restrictions, covenants and conditions shall run with the land comprising all or any part of "Rita Ranch" as described herein, and shall be binding on all parties having any rights, title or interest in the described property or any part thereof, their trustees, heirs, successors and assigns, regardless of whether or not conveyances refer to the provisions hereof or the existence of this Declaration.

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ARTICLE I

Definitions

Section 1. "Declarant" shall mean and refer to Pima Service Corporation, an Arizona corporation, (and its successors and assigns, if such successors or assigns should receive a specific written assignment of Declarant's powers and duties under this Declaration).

Section 2. "Declaration" shall mean this Declaration as amended or supplemented from time to time by Declarant, its successors or assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any area of real property within the Property. Owners need not reside on the Property. Owner shall not include a person or entity having an interest in a Parcel merely as security for the performance of an obligation. In the case of Parcels in which fee simple title is vested of record in a Trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., title for purposes of determining who the Owner is shall be deemed to be in the Trustor. In the case of Parcels sold under a recorded agreement for sale, the purchaser shall be deemed the Owner.

Section 4. "Parcel" shall refer to any portion of the Property held by an Owner.

Section 5. "Property" shall mean and refer to the real property described in Exhibit A attached hereto.

Section 6. "Reviewing Agent" shall mean and refer to Aries Enterprises, Ltd., or its successor appointed in writing by Declarant.

Section 7. "Subsidiary Association" shall mean any corporation, association or other entity which is organized to administer and enforce provisions of a Subsidiary Declaration or other instrument applicable to all or any portion of the Property.

Section 8. "Subsidiary Declaration" shall mean and refer to any covenants, conditions, restrictions or other declaration (including a horizontal property regime) which may be approved by the Declarant, which applies to a portion of the Property and which is recorded after the effective date of this Declaration or which is otherwise subject to this Declaration pursuant to Article III of this Declaration. In no case shall such Subsidiary Declaration

be less restrictive than this Declaration, the rules created by the Declarant, or any other requirements of the Declarant.

Section 9. "Supplemental Declaration" shall mean the instruments authorized under Article VIII of this Declaration.

The aforesaid definitions shall be applicable (unless the context shall prohibit) to this Declaration and also to any Supplemental Declaration. All other terms shall have the meanings given where such terms are defined in this Declaration.

ARTICLE II

Covenants Binding on Property, Owners and Association

Section 1. General Declaration. Declarant intends to develop, and to sell for development by others, the Property and portions thereof. Subsidiary Declarations may establish additional covenants, conditions, restrictions, and easements approved by Declarant.

Declarant hereby declares that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, transferred or otherwise dealt with, in whole or in part, subject to this Declaration; provided, however, land which is dedicated to the public or a governmental entity for public purposes may be exempted from this Declaration while owned by the public or the government entity; provided further, however, that any restrictions in this Declaration or a Subsidiary Declaration concerning the use or maintenance of such public areas imposed upon other Owners and residents shall at all times be binding and effective.

Section 2. Property and Parties Bound. From and after the date of recordation of this Declaration, the Property shall be subject to the covenants and restrictions hereof and said covenants shall run with, and burden the Property. These covenants and restrictions shall be binding upon each and every Owner, his trustees, successors and assigns whether or not so provided in or mentioned in any deed. Upon incorporation or other formation of any Subsidiary Association, these covenants shall be binding upon the Subsidiary Association.

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ARTICLE III

Subsidiary Declarations

Section 1. Requirement. Owners, other than Declarant, shall record a Subsidiary Declaration prior to developing, improving, or constructing improvements on Parcels.

Section 2. Prerequisites. Prior to the recordation of any Subsidiary Declaration, the proposed form of declaration shall be submitted to the Declarant. The Declarant shall have full authority to review and approve such Subsidiary Declaration. In no case may the Subsidiary Declaration be in conflict with this Declaration.

Section 3. Approval. The written approval of the Declarant must be attached as an exhibit to the Subsidiary Declaration. Any purported Subsidiary or Supplemental Declaration filed or recorded without such written approval shall be deemed null and void.

Section 4. Elements of Subsidiary Declaration. Subsidiary Declarations establishing covenants, conditions and restrictions on ownership shall include but not be limited to provisions for common areas, assessments, maintenance, enforcement, insurance, use restrictions and easements to ensure compatibility of the land use, the exterior design and the location of improvements with surrounding structures and topography; to ensure visual continuity and the compatibility of the architecture within Rita Ranch; to ensure that appropriate common areas, easements and offsite improvements are created and maintained, and to promote a quality development throughout Rita Ranch. Each Subsidiary Declaration shall specifically include (a) the use restrictions which are set forth in Article IX of this Declaration, and (b) the design guidelines then in effect; and shall specifically permit Declarant hereunder to enforce such use restrictions and design guidelines.

Section 5. Waiver. Declarant may, but shall not be required to, waive, in its sole discretion, the requirement of a Subsidiary Declaration for a portion of the Property which will not be subdivided into four or more parcels, lots or fractional interests or where a Subsidiary Declaration is not deemed necessary by Declarant, in its sole discretion, to ensure compliance with the purposes set forth in Section 4 above. A waiver shall be in writing.

ARTICLE IV

Subsidiary Association

In the event any homeowners' or similar association is to be formed for a portion of the Property, the terms of the articles of incorporation, bylaws or other constituent documents for such association shall not be effective unless the contents thereof have been approved in writing by the Declarant, and such constituent documents specify that such association, its rights and the rights of its members are subject and subordinate to the provisions of this Declaration.

ARTICLE V

Architectural Control

Section 1. Architectural Review and Control. To ensure compatibility of the land use, exterior design and the location of improvements with surrounding structures and topography, to ensure visual continuity and the compatibility of the architecture within Rita Ranch, to ensure that appropriate common areas, easements and offsite improvements are created and to promote a quality development throughout Rita Ranch, certain architectural controls shall apply to the Property as set forth in this Article V.

No building, structure, improvement, alteration, repair, rebuilding, site clearing, excavation, grading, landscaping, wall, road, fence, sign, utility installation, or any other activity which in any way temporarily or permanently alters any portion or all of the Property from its natural state or alters any improvements anywhere on the Property ("Improvement Work") shall be commenced without prior approval and written authorization of the Declarant as set forth below.

To obtain the Declarant's approval, the following minimum procedures must be observed unless the Declarant grants an express written waiver of the requirement:

(a) All Owners must submit to Declarant two copies of any tentative plat prior to submittal to the appropriate governmental entity and two copies of any final plat prior to recording;

(b) All Owners must submit two copies of a detailed site plan to the Declarant, the plan must conform to the specific requirements in the form of design guidelines for those portions of the Property zoned for

industrial or commercial purposes as are attached hereto as Exhibit B and for those portions of the Property zoned for residential uses as are established by Declarant from time to time;

(c) All Owners must submit copies of detailed plans and specifications, showing the nature, kind, use, size, design, shape, height, materials, color, location and other material attributes of any buildings, structures, and improvements, and the proposed landscaping therefor, and such other information as the Declarant may request; and

(d) Declarant may conduct an on-site inspection.

Improvement Work may commence after Declarant's written approval of the above-described items. Any material change in Improvement Work after Declarant's approval, shall be submitted to Declarant and approved prior to institution of the change. All Improvement Work shall be completed within twelve (12) months after it is approved by Declarant. If Improvement Work is not commenced and completed within twelve (12) months after it is approved by Declarant, Declarant may, in addition to any other remedies provided herein, require additional review and new approvals of the above-described items.

Section 2. Variances. The Declarant shall have the authority, in its sole discretion, to grant written variances from the architectural requirements set forth in this Article V. The decision of the Declarant on all matters submitted to it pursuant to this Declaration or any Subsidiary or Supplemental Declaration shall be final.

Section 3. Construction Obligations. Any development, construction, grading, landscaping, work, additions, alterations, maintenance, or any other activity or Improvement Work affecting the Property shall be done in a workmanlike manner and where the Declarant has approved a plan, the work must be done in accordance with that plan. All development, grading, erections, construction, or additions shall interfere to the least extent possible with the enjoyment and use of the other Parcels. Any damage to other Parcels or Improvement Work shall be immediately repaired, replaced or restored at the expense of the Owner causing such damage. Destruction of the natural vegetation and topography shall be kept to the minimum. In no event shall access to other Parcels be obstructed or impaired. During construction, Parcels shall be kept reasonably clear of trash and debris.

Section 4. Landscape Preservations. To the extent possible, indigenous and natural vegetation shall be preserved.

Section 5. Subdivision Platting Requirements. Every Owner shall be responsible, at its expense, for compliance with all applicable laws, rules, regulations and ordinances governing Improvement Work, including, but not limited to, the subdivision platting requirements of applicable governmental entities.

Section 6. Liability. The Declarant or Reviewing Agent shall not be liable for any project or plan changes required by Pima County or the City of Tucson, and Owners assume all risk for whatever changes must be made or for any resubmission to the Declarant required. The Declarant or Reviewing Agent will not be liable for any damage, loss or cost suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications; (b) the construction or performance of any work or (c) the alteration, development or maintenance of any Parcel.

ARTICLE VI

Maintenance

Owner's Maintenance Duties. At his own expense, each Owner or his authorized agent, shall be responsible for the maintenance, repair and restoration of all improvements, facilities, open areas, and landscaping of the Owner's Parcel. Each Owner shall maintain its Parcel(s) and any improvements thereon, in good condition. All fixtures and equipment installed within the Owner's property lines, including utility lines, pipes, wires, conduits, irrigation, drainage and other systems, shall be maintained and kept in good repair by the Owner. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Owners or their property.

ARTICLE VII

Easements

Section 1. Declarant's Easement. The Declarant reserves for its use and the use of Declarant's agents, successors, delegates and assigns, an easement upon, across, over and under any portion of the Property for access, improvement, use, development, construction, exhibit or sale in connection with the improvement, preservation, restoration, development or sale of the Property. Declarant shall

indemnify and hold Owners harmless from any loss or damage resulting from Declarant's use of an Owner's Parcel and any damage to an Owner's Parcel caused by Declarant's use of this easement shall be immediately repaired, replaced or restored by Declarant. This easement shall continue for a period of ten (10) years from the date of the recordation of this Declaration.

Section 2. Utility Easement. There is hereby created for the benefit of Declarant, Owners, their agents, contractors, successors, delegates and assigns an easement upon, across, over and under the Property described on Exhibit C for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephone and other communication systems, electricity, irrigation facilities and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electrical, utility and/or telephone companies to erect and maintain the necessary equipment on said Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as approved by the Declarant. Any damage to other Parcels, caused by the use of this easement, shall be immediately repaired, restored or replaced by the Declarant or Owner causing such damage. Declarant or an Owner using this easement shall indemnify and hold other Owners or Declarant, as the case may be, harmless from any loss or damage resulting from use of this easement. This easement shall continue until the earlier of ten (10) years from the date of recordation of this Declaration or until permanent utility easements for the provision of all necessary utilities to the Property are recorded.

Section 3. Access Easement. There is hereby created an access easement upon, across and over the portion of the Property described on Exhibit C for ingress and egress by Declarant, Owners, their agents, contractors, successors, delegates and assigns. Any damage to other Parcels, caused by the use of this easement, shall be immediately repaired, restored or replaced by the Declarant or Owner causing such damage. Declarant or an Owner using this easement shall indemnify and hold other Owners or Declarant, as the case may be, harmless from any loss or damage resulting from use of this easement. This access easement shall continue until the earlier of ten (10) years from the date of recordation of this Declaration or until all roads shown on the Community Plan, attached as Exhibit D, are dedicated to the public.

ARTICLE VIII

Subjecting New Land to this Declaration

Section 1. Authority to Add Land. The Declarant, in its sole discretion, may add new land to the Property subjected to this Declaration by recording with the County Recorder of Pima County, Arizona, a supplement to this Declaration.

Section 2. Requirements of the Supplemental Declaration. The Supplemental Declaration shall contain a description of the additional land and the improvements, if any, to be subjected to the covenants of this Declaration.

ARTICLE IX

Use Restrictions

Section 1. General Restrictions. The use of any portion of the Property shall be in accordance with all applicable statutes, rules, regulations and ordinances. Further, such use shall be restricted as described in the sections set forth below. However, except as specifically set forth below or otherwise provided in this Declaration, Declarant does not intend in exercising the architectural controls set forth in Article V to impose restrictions on density or the uses permitted under zoning laws which are more restrictive than those set forth in applicable statutes, rules, regulations and ordinances.

Section 2. Roof Top Heating and Airconditioning Units. Without the prior written approval of Declarant, no heating or airconditioning units shall be installed on the roof of any building or improvement used as a residence or any portion of the property zoned for residential uses. Airconditioning and heating units may be installed on the roofs of other buildings if such units are adequately screened from view. No window airconditioners or portable units of any kind shall be installed in any buildings.

Section 3. Antennae and Other Exterior Equipment. Without the prior written approval of Declarant, no exterior television, radio, CB or other antennae or satellite dish of any sort shall be placed, allowed or maintained upon any building or improvement used as a residence or any portion of the Property zoned for residential uses. Satellite dishes and antennae may be installed on other buildings or improvements and on other portions of the Property if adequately screened from view.

Section 4. Utilities. All utilities shall be underground, except for those installed within a strip of land thirty (30) feet in width inside the southern and western boundaries of the Property. All exterior transformers, utility pads, cable TV and telephone boxes shall be placed out of view, and screened with walls, fences or vegetation.

Section 5. Drainage Plan. All improvement Work shall be consistent and compatible with the drainage plan for the Property prepared by Declarant, a copy of which may be obtained from Reviewing Agent. Conformance with the drainage plan may require acceptance of the flow of water from another Parcel.

Section 6. Community Plan. Without the prior written approval of Declarant, Owners shall not take any action (including filing any application with Pima County or any other governmental agency) inconsistent with the Community Plan for Rita Ranch (CO #13-83-1), approved by the Pima County Board of Supervisors on November 15, 1983, and attached hereto as Exhibit D, or with any of the conditions of the approval of such Community Plan by Pima County. By way of example, and not as a limitation of this provision, no Owner shall take any action which would cause Pima County or any other governmental agency possessing jurisdiction to revoke or withdraw all or any portion of its approval of the Community Plan. To the extent that Pima County has imposed conditions of approval related to the Community Plan on a specific Parcel, the Owner thereof must comply with such conditions in the development of such Parcel.

Section 7. Vibration. No Owner shall, through any use on its Parcels, cause maximum soil vibration, excluding rail traffic, on that certain Parcel described on Exhibit E to be measured in any axis in excess of either 1.6 microns per sec RMS in the frequency range of 2 Hz to 10 Hz or .025 microns RMS in the frequency range of 10 Hz to 50 Hz. Such measurements shall be made in accordance with the standards and procedures set forth on Exhibit F attached hereto.

Section 8. Additional Industrial and Commercial Use Restrictions. All or any portion of the Property zoned for commercial or industrial use shall be subject to the additional restrictions set forth on Exhibit G hereto.

ARTICLE K

General Provisions

Section 1. Attorneys' Fees. In the event the Declarant employs an attorney or attorneys to enforce the collection of any amounts due pursuant to this Declaration or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the Owner, Owners and parties against whom the action is brought shall pay all attorneys' fees, costs and expenses thereby incurred to the prevailing party.

Section 2. Enforcement. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, occupying, owning or otherwise having an interest in the Property or any improvement on said Property, their heirs, executors, administrators, successors, grantees and assigns. After the date on which this instrument has been recorded, these covenants, restrictions, reservations and conditions may be enforced solely by the Declarant, and Declarant shall determine, in its sole discretion, whether to seek enforcement in the event of a violation.

Upon its determination to seek enforcement for a violation of the provisions of this Declaration, Declarant shall send written notice of the violation to the record Owner of the Parcel on which the violation appeared. Such notice shall be sent by registered or certified mail. The Owner shall have thirty (30) days from the date of receipt of the notice to cure the violation or, if the violation cannot be cured within thirty (30) days, to begin curing the violation and diligently pursue such cure to completion. All actions taken to cure the violation must be taken in a reasonable, diligent and workmanlike manner. In the event that the violation is not cured as provided herein, the Declarant may seek non-exclusive remedies as follows:

(a) Injunctive Relief. Declarant may seek a temporary restraining order or other form of injunction and it is hereby acknowledged by all Owners that any violation of this Declaration will create irreparable harm to the Property and such violation must be immediately enjoined or specific performance of the terms of this Declaration must be immediately ordered.

(b) Legal Action. Declarant may, in addition to any other remedy provided in this Article or at law or in

equity, seek damages through a legal proceeding. Damages may include compensatory and punitive damages.

Section 3. Headings. The headings in this Declaration are inserted for convenience only and do not define, limit, or expand the intent, scope or meaning of this Declaration.

Section 4. Saving Clause. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections of this Declaration shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law, 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 Declaration invalid, this Declaration shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections had not been inserted. In the event that any provision or provisions of this Declaration appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after death of the last surviving incorporator of FIMA SERVICE CORPORATION, or twenty-one (21) years after the death of the last survivor of all of said incorporators' children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

Section 5. Termination. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-one (21) years from the date this Declaration is recorded, after which time this Declaration shall be extended for successive periods of ten (10) years each, unless an instrument of cancellation signed by the Owners of sixty-six and two-thirds percent (66 2/3%) of the Property has been recorded.

Prior to the termination as set forth above, the Declarant may, in its sole discretion, release, any portion, or all, of the Property from this Declaration, by recording an instrument releasing such Property under the following conditions:

(a) The Owner has satisfied the requirement of placing its property under an approved Subsidiary Declaration under Article III above;

(b) The Owner has received the Declarant's written approval of architectural matters as required under Article V above; and

(c) Improvement Work on the Owner's Parcel is complete and copies of the final certificates of occupancy have been issued by the appropriate governmental authority and have been delivered to Declarant.

Section 6. Amendment. The Declarant may amend this Declaration with the consent of sixty-six and two-thirds percent (66 2/3%) of the Owners. Any such amendment must be recorded.

No amendment shall be made which would be deemed to be in conflict with, or contrary to, the terms of any promissory note, mortgage, regulatory agreement or document executed by any of the Owners of Parcels for the purpose of obtaining insurance or financing involving the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA), Veterans Administration (VA), or Government National Mortgage Association (GNMA) without obtaining written approval and consent of FNMA, FHA, VA, or GNMA.

Section 7. FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, and amendment of this Declaration.

Section 8. Fees. Declarant, in its sole discretion, may hire architects, engineers, surveyors, lawyers and other consultants to assist Declarant in the reviews and approvals permitted or required to be made by Declarant under this Declaration. Where a Consultant is retained by Declarant to assist in a review or approval relating to a Parcel, the Owner of such Parcel shall reimburse Declarant for all reasonable fees and costs of such Consultant. Declarant may require an Owner to make a cash deposit for payment of Consultant's fees and costs prior to initiating a review or approval.

Section 9. Construction. Unless the context require otherwise, words of any gender used in this Declaration shall be construed to include any other gender; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 10. Compliance with Law.

(a) The covenants, conditions and restrictions set forth in this Declaration are intended to supplement zoning and/or other governmental ordinances, regulations and restrictions and the existence, enactment, modification or appeal of the latter shall be deemed to supersede, modify or render inoperative the covenants, conditions and restrictions set forth in this Declaration which conflict therewith.

(b) Every use and development on each Parcel shall be conducted only in strict compliance with all applicable laws, statutes, ordinances, rules, regulations or restrictions imposed by governmental agencies.

Section 11. Declarant Approvals. Declarant's approval under Articles III, IV and V hereof shall not be unreasonably withheld if the standards set forth in Section 4 of Article III and Section 1 of Article V are met.

Section 12. Interpretation of the Covenants. The Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. The Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

Section 13. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 14. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Rita Ranch can or will be carried out, or that any land now owned or hereafter acquired by it will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) 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 15. References to the Covenants in Deeds. Deeds to, and instruments affecting, any Parcel or any part of the Property may incorporate the covenants herein set forth by reference to this Declaration; but regardless of

whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-Owner or other person or entity claiming through any deed or instrument and his heirs, executors, administrators, trustees, personal representatives, successors and assigns.

Section 16. Nonliability.

(a) The Declarant, the Reviewing Agent, their officers, directors, employees, or agents shall not be liable, under any circumstances, as the result of a decision not to enforce the provisions of this Declaration in the event of a violation.

(b) The Declarant, the Reviewing Agent, their officers, directors, employees or agents, shall not be liable to any person or entity for any damage, loss, cost, expense or prejudice suffered or claimed on account of any decision, course of action, approval or disapproval of plat, site plans, plans or specifications, Subsidiary Declarations, Subsidiary Associations, or similar acts hereunder, whether or not defective, and whether or not erroneous or negligent, which they made in good faith and reasonably believed to be within the scope of their respective duties and rights hereunder or in connection herewith.

Section 17. Assignment. Declarant is free to assign or delegate any or all of its rights hereunder. Until revoked in writing by Declarant, Declarant hereby appoints and assigns the Reviewing Agent to make all reviews and approvals permitted or required to be made under this Declaration on behalf of Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of December, 1989.

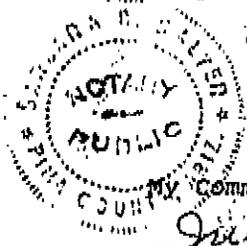
PIMA SERVICE CORPORATION, an
Arizona corporation, as
Declarant

By _____
Its _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 21st day of December, 1986, before me, the undersigned Notary Public, personally appeared James M. Mathew, who acknowledged himself to be the Vice President of PIMA SERVICE CORPORATION, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation, as Declarant, by himself as such officer.

WITNESS my hand and official seal.



Barbara B. Salje
Notary Public

My Commission Expires:
July 23, 1987

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PARCEL I:

EXHIBIT A

All of Sections 22 and 26 in Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America, as to all of Section 22, except the North Half of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter and as to all of Section 26, except the North Half of the Northeast Quarter; and

EXCEPT from the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26 that portion lying within the Southern Pacific Railroad Company's right of way; and

EXCEPT those portions lying within Rita Road and Houghton Road; and

EXCEPT that portion of Section 22 described as follows:

All that certain parcel of land situated in the Northeast Quarter of Section 22, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Section,
THENCE North 89 degrees 41 minutes 10 seconds West along the North line of said Section, a distance of 847.46 feet;
THENCE South 00 degrees 18 minutes 50 seconds West a distance of 75.00 feet to the TRUE POINT OF BEGINNING;
THENCE continued South 00 degrees 18 minutes 50 seconds West a distance of 650.00 feet;
THENCE North 89 degrees 41 minutes 10 seconds West a distance of 1407.23 feet to a point of intersection with a curve, from said point a radial line bears North 89 degrees 30 minutes 05 seconds East a distance of 2994.84 feet to the center;
THENCE Northwesterly along the arc of said curve a distance of 42.48 feet through a central angle of 00 degrees 48 minutes 45 seconds to a point of tangency;
THENCE North 00 degrees 18 minutes 50 seconds East a distance of 582.53 feet to a point of curve to the right having a radius of 25.00 feet;
THENCE Northeasterly along the arc of said curve a distance of 39.27 feet through a central angle of 90 degrees 00 minutes 00 seconds to a point of tangency;
THENCE South 89 degrees 41 minutes 10 seconds East a distance of 1382.54 feet to the TRUE POINT OF BEGINNING.

PARCEL II:

All of Section 21, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPTING therefrom that portion lying Southwesterly of the Northeasterly line of the Southern Pacific Company's Railroad right of way; and

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America, as to the East Half of the East Half and the Northwest Quarter of the Southwest Quarter.

7435 690

PARCEL III:

That portion of the North one-half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Northeasterly of the Northeasterly line of the Southern Pacific Company's Railroad right of way;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT that portion lying within the following described parcel:

All that portion of the West Half of Section 27 and the East Half of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the West line of said Section 27, from which the Northwest corner of said Section bears North 00 degrees 07 minutes 35 seconds West, a distance of 629.06 feet;
THENCE North 33 degrees 30 minutes 04 seconds East, a distance of 164.41 feet;
THENCE South 56 degrees 29 minutes 56 seconds East, a distance of 650.00 feet;
THENCE South 33 degrees 30 minutes 04 seconds West, a distance of 700.00 feet to a point on the North right of way line of Southern Pacific Railroad, said right of way line references on the B.L.M. Railroad Right of Way Map (Phoenix D155B4);
THENCE North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 293.78 feet to a point on the East line of Section 28;
THENCE continue North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 356.22 feet;
THENCE leaving said right of way line North 33 degrees 30 minutes 04 seconds East, a distance of 535.59 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

PARCEL IV:

The North one-half (N 1/2) and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and the North one-half (N 1/2) of the Southeast Quarter (SE 1/4), all in Section 27, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT those portions lying Southwesterly of the Northeasterly line of the Southern Pacific Railroad Company Right of Way; and

EXCEPT that portion within the following described Parcel:

All that portion of the West Half of Section 27 and the East Half of Section 28, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

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BEGINNING at a point of the West line of said Section 27, from which the Northwest corner of said Section bears North 00 degrees 07 minutes 35 seconds West, a distance of 629.06 feet;

THENCE North 33 degrees 30 minutes 04 seconds East, a distance of 164.41 feet;
THENCE South 86 degrees 29 minutes 56 seconds East, a distance of 650.00 feet;
THENCE South 33 degrees 30 minutes 04 seconds West, a distance of 700.00 feet to a point on the North right of way line of Southern Pacific Railroad, said right of way line references on the B.L.M. Railroad Right of Way Map (Phoenix 015584);
THENCE North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 293.78 feet to a point on the East line of Section 28;
THENCE continue North 56 degrees 29 minutes 56 seconds West along said right of way line, a distance of 356.22 feet;
THENCE leaving said right of way line North 33 degrees 30 minutes 04 seconds East, a distance of 535.59 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT those portions lying within Rita Road.

PARCEL V:

The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 16 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT that portion lying within the Southern Pacific Railroad Company's Right of Way.

PARCEL VI:

The Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the South one-half (S 1/2) of the Southeast Quarter (SE 1/4), all in Section 23, Township 16 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patents from the United States of America; and

EXCEPT that portion lying within Houghton Road.

PARCEL VII:

The Northeast Quarter (NE 1/4) and the North one-half (N 1/2) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), all in Section 35, Township 16 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America; and

EXCEPT that portion lying within the Southern Pacific Railroad Company's Right of Way; and

EXCEPT those portions lying within Rita Road and Houghton Road.

PARCEL VIII:

The South one-half (S 1/2) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) all in Section 25, Township 15 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT that portion lying within Houghton Road.

EXHIBIT B
DESIGN GUIDELINES FOR
INDUSTRIAL/COMMERCIAL DEVELOPMENT
AT RITA RANCH

INTENT

The development goals for the project are to create an industrial campus setting attractive to high technology companies, especially electronic manufacturing industries, and to establish standards and procedures to maintain that environment.

These design guidelines have been developed to aid each individual development to become an integral part of the overall project while retaining an individual identity. Used in conjunction with the Declaration of Restrictions, these design guidelines will describe a design vocabulary comprising grading, plant materials, and architectural theme to provide the unifying campus setting desired.

SITING

The grading and landscaping of the earth forms between each site, and between the main roads and each individual site, will have a great impact on the project reading as a planned development rather than as a collection of individual sites. Because of this, a setback, grading and landscape program has been developed for these areas as one of the major unifying elements of the development. However, all creative proposals will be considered by the Declarant. In general, setback requirements are as follows: a 30' landscaped setback is required along major streets, and the side and rear setbacks will comply with City of Tucson setback requirements.

PARKING

Attention to the design of the parking areas can benefit both the individual developed site and the overall project in a number of ways:

1. By landscaping between rows of parking, a certain amount of grade difference can be accommodated with a 2:1 sloped landscaped area which can lessen sloped areas between individual sites.
2. Landscaping between rows of parking visually breaks up large parking areas and can reduce the visual dominance of the parking area to the building area.
3. The use of landscaped islands within the parking areas is encouraged with a recommended minimum of one 9' wide island every 20 spaces. However, other proposals will be evaluated on an individual basis.
4. Several small areas of parking are preferable to one large area, again to reduce the visual impact of the parking area.

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5. The use of landscaped earth berms between parking areas and roads are encouraged as they will serve to screen parking areas visually from the street.

6. The Declarant encourages the use of identified "small car" parking areas as well as identified "long term" employee parking areas since these types of parking allow for reduced size parking spaces. The amount of paved area can then be reduced and the amount of landscaped area increased. An identified "guest" parking area with full size spaces should also be considered.

BUILDINGS

By developing a palette of architectural elements, textures, materials and colors, the intent of a master planned development can be achieved while allowing individual identity of each development by the composition and design interpretation of those elements.

The basis for the palette is the rich Southwestern heritage of Tucson re-interpreted to reflect our contemporary lifestyle and technology. The early architecture responded to the Southern Arizona arid environment and summer heat through the use of specific materials and architectural elements. Selection of native plant materials can enhance the beautiful natural setting and contribute to the uniform campus environment desired.

The development goal is a synthesis of an architecture expressive of these values while meeting the functional requirements of contemporary needs.

Each developer shall contact the City of Tucson for requirements governing building height, coverage, occupancy, setbacks, etc., before making any proposals to the Declarant.

ROOFS

Either flat or pitched roofs are acceptable; however, sloped roofs shall to be carefully integrated with the overall building design to avoid a "tacked-on" look.

The recommended pitch for sloped roofs is a 12":12" pitch. Acceptable sloped roof materials are flat tile, barrel tile or clay tile. All roof tile shall be earth tone in color. Flat roof areas that can be viewed from higher elevations may be covered with a reflective coating or a similar earth tone material. All exposed vents, ductwork, or mechanical equipment on the roof shall be painted to match the earth tone material.

Variations of roof forms should be considered to add interest; however, care shall be taken to integrate various roof elements with the overall design.

WALLS

Wherever possible, long unbroken walls should be avoided. Modulation of exterior walls through changes in plane or elevation are recommended. Exterior wall materials recommended are: textured or painted concrete, heavy textured stucco, resawn wood or masonry. Earth tone colors are recommended for major exterior building colors with accent colors used to highlight special features.

Exterior building walls can be extended to form arcades, colonnades or courts enclosed with low walls. These elements can be used in conjunction with each other as layers of planes to soften the building mass. A variety of wall penetrations should be considered in the building design: doors, windows, archways, gateways, or arcades to create interest.

MECHANICAL EQUIPMENT

All mechanical equipment, both roof mounted and on grade, shall be screened from view. Since the natural terrain places individual sites at different elevations, mechanical equipment on roofs shall be placed to minimize viewing from sites of higher elevations, and painted as stated earlier.

SIGNAGE

The following guidelines outline a general philosophy of signage to provide an overall consistency, and a signage program appropriate to the professional manufacturing character of the project.

The overall project will be identified with monument signs located in the intersections of Los Reales, Rita Ranch and Houghton Roads.

Each individual site may be identified with its own monument sign located within the 30' required landscaped setback and 20' from the property line if on a major street. Acceptable sign materials are: concrete, stucco or masonry. The recommended size is 10' x 3½' and at least 12" thick but no more than 15' in height. Alternate proposals for signage appropriate for a high-technology, professional/manufacturing facility will be considered by the Declarant, but in general, surface-mounted, backlighted metal letters or externally illuminated metal letters or cast-in letters are recommended. Internally illuminated plastic faced letters or signs will not be approved. All signs shall meet all criteria required by the City of Tucson.

Ancillary signage such as: stop signs, directional signs (loading area, shipping and receiving, guest parking, employees only, building identification, etc.) will be consistent as to size, color, materials, type face, and mounting heights with the site's own monumentation sign.

FENCES

Where security fencing is required, opaque fencing shall be used when visible from any public street. Opaque fencing shall be compatible with building materials, colors and textures.

All trash areas shall be enclosed with opaque fencing. A similar enclosure will be required for any equipment exposed to public view.

In areas where standard chain link fencing can be used, extensive climbing vines shall be planted continuously along its base so that in time the fencing will become a visual asset. Care shall be taken to place all fencing parallel to contour lines where possible.

Loading areas, where possible, shall be located to the rear or sides of the building. Any loading areas subject to view from adjacent sites or from public areas shall be screened from view.

LANDSCAPE

It is the objective of these standards to ensure the proper development of the exterior and landscaped areas of this development, to integrate totally the architectural elements, the terrain, slopes and building pads, and landscape materials into a coordinated total design concept, and to avoid highly water consumptive plant materials. Through these standards, a continuity of design will be achieved. Declarant shall review all landscape plans and concepts to ensure compliance.

Finish grading for all landscaped areas shall be coordinated to provide a smooth rolling terrain characteristic that blends slope areas with flat building pad areas. The use of earth mounds is recommended, both to screen and to add to the natural theme of landscaping. Earthmounds between parking and public throughfare areas are recommended to soften views to parked vehicles. Finish land form and grade shall be an integral part of the landscape theme.

To protect the integrity of the landscape installation, special attention shall be applied to the drainage solution for the site. The disposition of water, in the form of natural rainfall and irrigation, shall be carefully considered and handled. Surface and subsurface systems should be utilized. A minimum slope of 2% for surface drainage in landscape areas is recommended. All excess water shall be directed to the nearest drainage structure or street drainage system.

Due to conditions of initial grading and the lack of adequate topsoil, existing topsoil will require treatment with necessary soil amendments to promote healthy, vigorous plant growth. Existing soil lacks basic required elements which must be added.

It is intended to encourage the use of trees for continuity of theme. The integration of plant material will blend the total design concept of the entire project.

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Street Trees. The irregular placement of trees, both singles and cluster groupings, will create a drifting mass of texture, color and form to complement the natural theme of landscaping development. It is further intended to emphasize the natural setting by limiting the number of different trees used in these areas to a relatively few native varieties as indicated on the master plant list.

Building and Parking Area Trees. In keeping with the overall design theme, tree selection and placement will be per master plant list and located per irregular placement. Formal alignment will be avoided. Parking areas shall be planted with a minimum of one 15-gallon tree per 5 parking stalls. All trees shall be staked to provide vertical protection.

To coordinate effects of landscape development, shrub and groundcover materials shall be selected from the master plant list. Shrub material shall be used to soften foundation lines, screen utility elements, etc. Shrubs shall be arranged in drifting masses in continuity with the natural theme.

All landscaping lighting shall be subtle and inconspicuous. Light fixtures shall be screened or shielded. Light beams shall not be directed to shine on adjacent properties or public thoroughfares. All lighting plans shall be approved by the Declarant.

A complete underground irrigation system shall be installed with new landscaping to provide adequate moisture. All plumbing devices shall be screened from view. Irrigation systems shall be maintained and properly adjusted to ensure watering of planted areas. Watering cycle shall be programmed to provide necessary irrigation to promote healthy, vigorous growth. Use of automatic controlled system is recommended.

All areas of landscaping as designated on master landscape plan shall be maintained on a regular basis to protect the aesthetic character of the development. Landscape areas shall be kept neat, clean, weed free, and in a healthy growing condition. Plant material dying or in poor health shall be removed and replaced.

The following plant list outlines plant material native to this type of climate which are recommended for use in all parts of the project.

MASTER PLANT LIST

Trees

Carya illinoensis.....Pecan Tree
Erythea edulis.....Guadalupe fan palm
Fraxinus uhdei.....Evergreen ash
Gleditsia triacanthos inermis.....Honey locust
Lagerstroemia indica.....Crape myrtle
Phoenix canariensis.....Canary Island date palm
Platanus occidentalis.....American sycamore

Shrubs (Screening)

Ligustrum species.....Privet
Nerium oleander.....Oleander
Osmanthus fragrans.....Sweet Olive
Photinia fraseri.....Fraser photinia
Viburnum tinus.....Laurustinus

Shrubs (Accent)

Abelia grandiflora.....Glossy abelia
Juniperus species.....Juniper
Nerium oleander.....Oleander
Raphiolepis indica.....Indian hawthorn
Viburnum tinus.....Laurustinus

Groundcover

Baccharis pilularis.....Coyote brush
Bazania hybrida.....Gazania
Gelsemium sempervirens.....Carolina jasmine
Juniperus species.....Juniper
Rosmarinus officinalis 'prostratus'.....Prostrate rosemary
Trachelospermum jasminoides.....Star jasmine
Verbena peruviana.....Verbena

EXHIBIT C



Dooley-Jones & Associates, Inc.

CONSULTING ENGINEERS | PLANNERS

LEGAL DESCRIPTION
PREPARED FOR
ARIES ENTERPRISES, LTD.
DECEMBER 12, 1984
DJA JOB NO. 84-303.09

E.W. "Bud" Dooley, P.E.
Jerry R. Jones, P.E.
Hubert A. Duncan, P.E.
James R. Wise, P.E.
Richard H. Bourque, P.E.
Frank G. Castro, P.E.
Roger E. Bailey, P.E.
Shi-En Shieh, P.E.
Richard G. Thomas, P.E.
Antonio Figueroa, P.E.
Ryan G. Bala, P.E.
Long-Cheng Huang, P.E.
Unidad de la Cerza, R.L.S.
John B. Oden, P.E.
James D. Lynch, A.P.A.

Edwin D. Bailey, P.E.
Herb Shipley, P.E.
roll M. Lenderking, R.L.S.

Rita Ranch - Proposed Roadways

All those certain multiple roadway strips of land situated in Sections 21 to 23, Sections 25 to 28, and Section 35, all in Township 15 South, Range 15 East, Gila and Salt River Meridian, more particularly described as follows:

NORTH BOUNDARY ROAD - OLD VAIL ROAD - RITA ROAD

A 75.00 foot wide strip of land to the left of and adjacent to the following described line:

Beginning at the northeast corner of said Section 22, thence North $89^{\circ}41'10''$ West along the north line of said Section a distance of 2300.00 feet to what is henceforth referred to as Point "A";

Thence continue North $89^{\circ}41'10''$ West along said north line a distance of 2992.45 feet to the northeast corner of said Section 21;

Thence North $89^{\circ}58'09''$ West along the north line of the northeast quarter of said Section 21 a distance of 2044.78 feet to what is henceforth referred to as Point "B", said point also being the terminus of said left side 75.00 foot wide strip, said strip henceforth being 90.00 feet wide, 45.00 feet wide on each side of and adjacent to the following described line:

Thence departing said quarter section line South $00^{\circ}01'51''$ West a distance of 3722.35 feet to a point of curve to the left, the radius of which is 1100.00 feet;

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35 E. Toole Avenue • Mail: P.O. Box 1830 • Tucson, AZ 85702-1830 • (602) 824-2381

Rita Ranch - Proposed Roadways
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Thence southeasterly along the arc of said curve a distance of 1085.30 feet through a central angle of $56^{\circ}31'48''$ to a point of tangency;

Thence South $56^{\circ}29'56''$ East a distance of 1166.26 feet to a point of intersection with the north line of said Section 28, said point being North $89^{\circ}59'24''$ West a distance of 569.73 feet from the northeast corner of said Section;

Thence continue South $56^{\circ}29'56''$ East a distance of 684.23 feet to a point of intersection with the west line of the northwest quarter of said Section 27, said point being South $00^{\circ}07'35''$ East a distance of 377.57 feet from the northwest corner of said Section;

Thence continue South $56^{\circ}29'56''$ East a distance of 1448.16 feet to a point of curve to the left, the radius of which is 1107.29 feet;

Thence southeasterly along the arc of said curve a distance of 403.40 feet through a central angle of $20^{\circ}52'25''$ to a point of tangency;

Thence South $77^{\circ}22'21''$ East a distance of 101.23 feet to what is henceforth referred to as Point "C", said point also being the terminus of said 90.00 foot wide strip, said strip henceforth being 150.00 feet wide, 75.00 feet wide on each side of and adjacent to the following described line::

Thence continue South $77^{\circ}22'21''$ East a distance of 476.20 feet to a point on a curve to the right, the radius of which is 1100.00 feet;

Thence southeasterly along the arc of said curve a distance of 439.93 feet through a central angle of $22^{\circ}54'52''$ to a point of tangency;

Thence continue South $54^{\circ}27'29''$ East a distance of 3389.04 feet to a point of intersection with the west line of the southwest quarter of said Section 26, said point being North $00^{\circ}10'26''$ East a distance of 1717.10 feet from the southwest corner of said section;

Thence continue South $54^{\circ}27'29''$ East a distance of 771.14 feet to a point of curve to the left, the radius of which is 2864.75 feet;

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Thence southeasterly along the arc of said curve a distance of 632.33 feet through a central angle of $12^{\circ}38'48''$ to a point of tangency;

Thence South $67^{\circ}06'18''$ East a distance of 2478.52 feet to a point of intersection with the north line of the northeast quarter of said Section 35, said point being North $89^{\circ}40'48''$ West a distance of 1825.42 feet from the northeast corner of said Section;

Thence continue South $67^{\circ}06'18''$ East a distance of 1556.33 feet to a point of curve to the left, the radius of which is 954.93 feet;

Thence southeasterly along the arc of said curve a distance of 325.83 feet through a central angle of $19^{\circ}32'59''$ to a point on the west right-of-way line of Houghton Road, as recorded in Book 7 of Road Maps at Page 76, said point also being the point of terminus of said strip;

RITA RANCH ROAD (TO THE SOUTH)

A 150.00 foot wide strip of land, being 75.00 feet wide on each side of and adjacent to the following described centerline:

Beginning again at heretofore described Point "C", said point being a point on a curve, the radius of which bears North $78^{\circ}13'19''$ West a distance of 2175.20 feet to the center, thence southwesterly along the arc of said curve to the right a distance of 593.66 feet through a central angle of $15^{\circ}38'14''$ to a point of tangency;

Thence South $27^{\circ}24'55''$ West a distance of 290.85 feet to a point on the proposed southwesterly boundary line of Rita Ranch, said point also being the point of terminus of said roadway strip.

RITA RANCH ROAD (TO THE NORTH)

A 150 foot wide strip of land being 75:00 feet wide on each side of and adjacent to the following described line:

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Beginning at heretofore described Point "C", said point being a point on a curve, the radius of which bears North $78^{\circ}13'19''$ West a distance of 2175.20 feet to the center, thence northwesterly along the arc of said curve to the left a distance of 1382.00 feet through a central angle of $36^{\circ}24'09''$ to a point of intersection with the south line of said Section 22, from which point a radial line bears South $65^{\circ}22'32''$ West to the center, said intersection point being South $89^{\circ}46'51''$ East a distance of 1524.31 feet from the southwest corner of said Section;

Thence continue northwesterly along the arc of said curve to the left a distance of 71.17 feet through a central angle of $01^{\circ}52'28''$ to a point of tangency;

Thence North $26^{\circ}29'56''$ West a distance of 279.60 feet to a point of curve to the right, the radius of which bears North $63^{\circ}30'04''$ East a distance of 2400.00 feet to the center;

Thence northeasterly along the arc of said curve a distance of 4459.99 feet through a central angle of $106^{\circ}28'28''$ to what is henceforth referred to as Point "D", from which a radial line bears South $10^{\circ}01'28''$ East to the center;

Thence continue southeasterly along the arc of said curve to the right a distance of 2435.27 feet through a central angle of $58^{\circ}08'16''$ to a point of intersection with the west line of the west half of said Section 23, from which point a radial line bears South $48^{\circ}06'48''$ West to the center, said intersection point being North $00^{\circ}00'58''$ East a distance of 364.99 feet from the west quarter corner of said Section;

Thence continue southeasterly along the arc of said curve to the right a distance of 291.90 feet through a central angle of $06^{\circ}58'07''$ to a point of tangency;

Thence South $34^{\circ}55'05''$ East a distance of 144.15 feet to what is henceforth referred to as Point "E";

Thence continue South $34^{\circ}55'05''$ East a distance of 2405.09 feet to what is henceforth referred to as Point "F";

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Thence continue South $34^{\circ}55'05''$ East a distance of 517.39 feet to a point of curve to the left, the radius of which is 2250.00 feet;

Thence southeasterly along the arc of said curve a distance of 334.89 feet through a central angle of $08^{\circ}31'40''$ to a point of intersection with the north line of the northwest quarter of said Section 26, from which point a radial line bears North $46^{\circ}33'15''$ East to the center, said intersection point being North $89^{\circ}59'19''$ West a distance of 491.88 feet from the north quarter corner of said Section;

Thence continue southeasterly along the arc of said curve to the left a distance of 596.28 feet through a central angle of $15^{\circ}11'03''$ to what is henceforth referred to as Point "G", from which a radial line bears North $31^{\circ}22'12''$ East to the center;

Thence continue southeasterly along the arc of said curve to the left a distance of 1227.77 feet through a central angle of $31^{\circ}15'53''$ to a point of tangency;

Thence South $89^{\circ}53'42''$ East a distance of 7.28 feet to what is henceforth referred to as Point "H";

Thence continue South $89^{\circ}53'42''$ East a distance of 600.00 feet to what is henceforth referred to as Point "I";

Thence continue South $89^{\circ}53'42''$ East a distance of 900.00 feet to a point of intersection with the west line of the northwest quarter of Section 25, said line also being the centerline of said Houghton Road, said intersection point henceforth being referred to as Point "J", said point also being the terminus of said 150.00 foot wide strip, said strip henceforth being 90.00 wide, 45.00 foot wide on each side of and adjacent to the following described line:

From said Point "J", said point being South $00^{\circ}06'18''$ West a distance of 670.00 feet from the northwest corner of said Section 25, thence continue South $89^{\circ}53'42''$ East a distance of 667.91 feet to what is henceforth referred to as Point "K";

Thence continue South $89^{\circ}53'42''$ East a distance of 656.91 feet to the terminus of said roadway strip.

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Excluding that portion which lies between the right-of-way lines of said Houghton Road.

CONNECTING ROAD, SECTION 22:

A 90.00 foot wide strip of land being 45 00 feet wide on each side of and adjacent to the following described line:

Beginning at heretofore described Point "A", said point being on the north line of said Section 22, thence South $00^{\circ}18'50''$ West a distance of 682.53 feet to a point of curve to the left, the radius of which is 3039.84 feet;

Thence southeasterly along the arc of said curve a distance of 548.51 feet through a central angle of $10^{\circ}20'18''$ to a point of tangency;

Thence South $10^{\circ}01'28''$ East a distance of 300.00 feet to said Point "B", the point of terminus of said roadway strip.

DOUBLE LOOP ROAD, SECTIONS 22, 23, 26 and 27:

A strip of land being 90.00 feet wide and 45.00 feet on each side of and adjacent to the following described line:

Beginning at the heretofore described Point "E", thence South $55^{\circ}04'55''$ West a distance of 1607.57 feet to a point of a curve to the left having a radius of 725.00 feet;

Thence southwesterly along the arc of said curve a distance of 1339.02 feet through a central angle of $105^{\circ}49'14''$ to a point of tangency;

Thence South $50^{\circ}44'19''$ East a distance of 912.98 feet to a point on the north line of said Section 27, from which the northeast corner of said section bears South $89^{\circ}46'51''$ East a distance of 390.55 feet;

Thence continue South $50^{\circ}44'19''$ East a distance of 287.02 feet to a point of curve to the left having a radius of 700.00 feet;

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Thence southeasterly along the arc of said curve a distance of 197.15 feet to a point on the west line of said Section 26, from which the northwest corner of said section bears North $00^{\circ}02'46''$ East a distance of 281.92 feet;

Thence continue along the arc of said curve to the left a distance of 837.66 feet to a point of tangency;

Thence North $44^{\circ}33'41''$ East a distance of 181.28 feet to a point on the south line of said Section 23, from which the southwest corner of said Section bears North $89^{\circ}59'19''$ West a distance of 900.63 feet;

Thence continue North $44^{\circ}33'41''$ East a distance of 668.72 feet to a point of curve to the right having a radius of 1000.00 feet;

Thence northeasterly along the arc of said curve a distance of 200.33 feet through a central angle of $11^{\circ}28'42''$ to a point of tangency;

Thence North $56^{\circ}02'23''$ East a distance of 141.67 feet to said Point "F";

Thence continue North $56^{\circ}02'23''$ East a distance of 565.28 feet to a point of curve to the right having a radius of 500.00 feet;

Thence southeasterly along the arc of said curve a distance of 720.21 feet through a central angle of $82^{\circ}31'47''$ to a point of tangency;

Thence South $41^{\circ}25'49''$ East a distance of 200.00 feet to a point of curve to the left having a radius of 1181.32 feet;

Thence southeasterly along the arc of said curve a distance of 618.54 feet through a central angle of $30^{\circ}00'00''$ to a point of tangency;

Thence South $71^{\circ}25'49''$ East a distance of 150.00 feet to a point of curve to the right having a radius of 350.00 feet;

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Thence southeasterly along the arc of said curve a distance of 436.99 feet through a central angle of $71^{\circ}32'08''$ to a point of tangency;

Thence South $00^{\circ}06'18''$ West a distance of 62.68 feet to a point on the north line of said Section 26, from which the northeast corner of said Section bears South $89^{\circ}14'00''$ East a distance of 1146.20 feet;

Thence continue South $00^{\circ}06'18''$ West a distance of 687.32 feet to said point "H", the terminus of roadway strip.

LOOP ROAD SECTION 26

A strip of land 90.00 feet wide and 45.00 feet on each side of and adjacent to the following described line:

Beginning at heretofore described Point "G";

Thence South $31^{\circ}22'12''$ West a distance of 365.68 feet to a point of curve to the left having a radius of 1750.00 feet;

Thence southwesterly along the arc of said curve a distance of 954.93 feet through a central angle of $31^{\circ}15'53''$ to a point of tangency;

Thence South $00^{\circ}06'18''$ West a distance of 895.96 feet to a point of curve to the left having a radius of 650.00 feet;

Thence southeasterly along the arc of said curve a distance of 664.19 feet through a central angle of $58^{\circ}32'47''$ to a point of tangency;

Thence South $58^{\circ}26'29''$ East a distance of 923.74 feet to a point of curve to the left having a radius of 500.00 feet;

Thence southeasterly along the arc of said curve a distance of 274.48 feet through a central angle of $31^{\circ}27'13''$ to a point of tangency;

Thence South $89^{\circ}53'42''$ East a distance of 359.20 feet to a point of curve to the left having a radius of 500.00 feet;

7435 707

Rita Ranch - Proposed Roadways
December 12, 1984
Page 9

Thence northeasterly along the arc of said curve a distance of 785.40 feet through a central angle of $90^{\circ}00'00''$ to a point of tangency;

Thence North $00^{\circ}06'18''$ East a distance of 2400.00 feet to said Point "I", said point being the point of terminus of roadway strip.

EAST-WEST ROAD SECTION 25;

A strip of land 90.00 feet wide, 45.00 feet on each side of and adjacent to the following described line:

Beginning at a point henceforth referred to as Point "L", said point being on the centerline of said Houghton Road from which the northwest corner of said Section 25 bears North $00^{\circ}06'18''$ East a distance of 1984.69 feet;

Thence South $89^{\circ}53'42''$ East a distance of 667.91 feet to what is henceforth referred to as Point "M";

Thence continue South $89^{\circ}53'42''$ East a distance of 1300.88 feet to the center of a cul-de-sac with 25.00 foot radius tangent arcs.

Except any portion of said strip within the right-of-way of said Houghton Road.

NORTH-SOUTH ROAD SECTION 25:

A strip of land 90.00 feet wide, 45.00 feet on each side of and adjacent to the following described line:

Beginning at heretofore described Point "K";

Thence South $00^{\circ}06'18''$ West a distance of 1314.69 feet to said Point "M", being the point of terminus of roadway strip.

SOUTH BOUNDARY ROAD SECTIONS 26, 27 and 35:

A 45.00 foot strip of land to the right-of and adjacent to the following described line:

7435 708

Rita Ranch - Proposed Roadways
December 12, 1984
Page 10

Beginning at a point on the centerline of said Houghton Road, from which the southeast corner of said Section 35 bears South $00^{\circ}06'18''$ West a distance of 1320.15 feet;

Thence North $89^{\circ}43'27''$ West a distance of 75.00 feet to a point on the west right-of-way line of said Houghton Road, said point being the point of beginning of said strip;

Thence continue North $89^{\circ}43'27''$ West a distance of 1244.93 feet to what is henceforth referred to as Point "O";

Thence North $00^{\circ}03'41''$ West a distance of 1327.40 feet to a point of curve to the left having a radius of 516.89 feet, from this point said strip henceforth being 90.00 feet in width and 45.00 on each side of and adjacent to the following described line;

Thence northwesterly along the arc of said curve a distance of 509.15 feet through a central angle of $56^{\circ}26'15''$ to a point of tangency;

Thence North $56^{\circ}29'56''$ West, 45.00 feet southwesterly of and parallel with the southerly right-of-way line of Southern Pacific Railroad as shown on the Bureau of Land Management Railroad Right-Of-Way Map (Phoenix 015584), a distance of 4009.01 feet to a point on the south line of said Section 26, from which the southwest corner of said Section bears South $89^{\circ}58'33''$ West a distance of 390.19 feet;

Thence continue North $56^{\circ}29'56''$ West along the Railroad right-of-way a distance of 466.98 feet to a point on the east line of said Section 27 from which the southeast corner of said Section bears South $00^{\circ}10'26''$ West a distance of 257.92 feet;

Thence continue North $56^{\circ}29'56''$ West along the Railroad right-of-way a distance of 697.00 feet to a point on the jog in width of said railroad right-of-way, said point being the terminus point of roadway strip.

Excluding that portion of strip lying within said Houghton Road and within the southeast quarter of the northwest quarter of Section 35.

7435 709

Rita Ranch - Proposed Roadways
December 12, 1984
Page 11

Including spandrels, the radii of which are 25.00, at the following heretofore described Points, said spandrels being more particularly described as follows;

At said Points "A", "D", "E", "G", "H", "I", "K", "L", and "M", there being two spandrels at the intersections of the four sidelines at each of the respective said Points;

At said Point "B", there being one spandrel at the intersection of the left sidelines, southeast of said Point "B";

At said Point "C", there being one spandrel at the intersection of the left sidelines, northwest of Point "C";

At said Point "F", there being four spandrels at the intersections of all four sidelines;

At said Point "J", there being two spandrels at the intersections of the sidelines with the right-of-way lines of said Houghton Road;

At said Point "N", there being one spandrel at the intersection of the right sideline with the west right-of-way line of said Houghton Road, northwest of said Point "N";

At said Point "O", there being one spandrel at the intersection of the right sidelines, northeast of said Point "O";

Also including one spandrel, the radius of which is 26.11 feet, at the intersection of the right sidelines southwest of said Point "C";

All sidelines of said described strips to be lengthened or shortened to meet at all angle points, boundary lines and right-of-way lines.

RAB & MO:DJL:pw (W)

7435 710

EXHIBIT E

PARCEL 1

That parcel of land situated in Section 21, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 21, thence South $89^{\circ}57'36''$ East along the north line of said section a distance of 2652.61 feet to the north quarter corner;

Thence continuing along said north line South $89^{\circ}58'09''$ East a distance of 555.00 feet to a point on the west right-of-way line of a proposed road;

Thence South $00^{\circ}01'51''$ West along said proposed right-of-way a distance of 1840.09 feet;

Thence departing said proposed right-of-way line North $89^{\circ}57'36''$ West a distance of 2128.91 feet;

Thence North $00^{\circ}02'24''$ East a distance of 533.65 feet;

Thence North $54^{\circ}12'10''$ West a distance of 1330.08 feet to a point on the west line of said section;

Thence North $00^{\circ}04'46''$ East along said west line a distance of 529.11 feet to the point of beginning;

Said parcel containing 112.66 acres of land, more or less.

7435 712

PARCEL 2

That parcel of land situated in Section 21, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said section, thence South $00^{\circ}04'46''$ West along the west line of said section a distance of 2040.00 feet;

Thence departing said section line South $89^{\circ}57'36''$ East a distance of 1080.40 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $89^{\circ}57'36''$ East a distance of 2128.94 feet to a point on the west right-of-way line of a proposed road;

Thence South $00^{\circ}01'51''$ West along said proposed right-of-way line a distance of 818.41 feet;

Thence departing said proposed right-of-way line North $89^{\circ}57'36''$ West a distance of 2129.07 feet;

Thence North $00^{\circ}02'24''$ East a distance of 818.41 feet to the TRUE POINT OF BEGINNING;

Said parcel containing 40.00 acres of land, more or less.

Reserving therefrom a 20 foot permanent and 50 foot temporary sewer easement along the west and north boundaries of this parcel.

7435 713

PARCEL 3

That parcel of land situated in Section 21, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 21, thence South $89^{\circ}57'36''$ East along the north line of said section a distance of 2652.61 feet to the north quarter corner;

Thence continuing along said north line South $89^{\circ}58'09''$ East a distance of 555.00 feet to a point on the west right-of-way line of a proposed road;

Thence South $00^{\circ}01'51''$ West along said proposed right-of-way line a distance of 2858.50 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said proposed right-of-way line South $00^{\circ}01'51''$ West a distance of 863.85 feet;

Thence departing said proposed right-of-way line North $89^{\circ}58'09''$ West a distance of 668.80 feet;

Thence South $33^{\circ}30'04''$ West a distance of 844.68 feet to a point on the north right-of-way line of the Southern Pacific Railroad, as recorded on BLM Railroad Right-of-way Map (Phoenix 015584);

Thence North $56^{\circ}29'56''$ West along said north right-of-way line a distance of 1573.96 feet;

Thence departing said north right-of-way line North $33^{\circ}30'04''$ East a distance of 577.52 feet;

Thence North $00^{\circ}02'24''$ East a distance of 219.00 feet;

Thence South $89^{\circ}57'36''$ East a distance of 2129.07 feet to the TRUE POINT OF BEGINNING;

Said parcel of land containing 57.11 acres of land, more or less.

Reserving therefrom a 20 foot permanent and 50 foot temporary sewer easement along the west and southwest boundaries of the parcel.

7435 714

EXHIBIT F

Measurements shall be made with precision seismic accelerometers in the vertical and both horizontal directions (north/south and east/west). Measurements shall be made on a minimum 4 ft. by 4 ft. by 6 in. slab on grade. Overall acceleration signals shall be narrow band analyzed in the frequency range of 0 to 100 Hz and velocity or displacement calculated from averaged spectra in accordance with the following formulae.

$$\text{VELOCITY (RMS microns/sec)} = \frac{\text{ACCELERATION}}{2 \times \pi \times \text{Frequency}}$$

$$\text{DISPLACEMENT (RMS microns)} = \frac{\text{ACCELERATION}}{(2 \times \pi \times \text{Frequency})^2} \times 10^2$$

Measurements shall be made by an independent testing organization, approved by the Owner of the Parcel described on Exhibit E, which routinely engages in vibration testing and engineering.

7435 715

EXHIBIT G

INDUSTRIAL/COMMERCIAL
USE RESTRICTIONS

The following restrictions shall be applicable with respect to the ownership, use, enjoyment, occupancy, improvement and development of any Parcel zoned for commercial or industrial use within the Property (an "Industrial Parcel"):

A. No Industrial Parcel shall be used, in whole or in part, for the storage of rubbish of any character whatsoever nor for the storage of any matter or thing that will cause such property to appear in an unclean or untidy condition or that will be obnoxious to the eye (except that the foregoing shall not apply to construction materials and equipment located upon such Industrial Parcel upon which construction activities are occurring); provided, however, that the Declarant may in its discretion approve storage areas on property within the Property, provided that such storage areas are attractively screened or concealed from view of neighboring property, pathways and streets. No garbage, trash or rubbish shall be allowed to accumulate on any Industrial Parcel and the same shall be regularly removed. Prior to such regular removal, all garbage, trash and rubbish shall be placed in containers meeting the specifications of the City of Tucson, Arizona, and the placement, maintenance and appearance of such containers shall be subject to reasonable rules and regulations promulgated by the Declarant. No materials, supplies or equipment, including vehicles, shall be stored on any Industrial Parcel except inside a closed building or behind a visual barrier screening such areas from the private streets and neighboring property.

B. 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 or other structure located on any Industrial Parcel so as to produce sounds and/or noises which may reasonably be deemed offensive to persons owning or occupying neighboring property.

C. No thing or condition which shall induce, breed or harbor plant disease or noxious insects shall exist upon any Industrial Parcel.

D. No open fires or burning shall be permitted on any Industrial Parcel.

E. No repairs of any detached machinery, equipment or fixtures, including, without limitation, motor vehicles (but excluding machinery or equipment being used in connection with construction of improvements on any Industrial Parcel) shall be made upon any Industrial Parcel within the view of neighboring property, pathways or private streets.

F. No elevated tanks of any kind shall be erected, placed or permitted on any Industrial Parcel; provided that nothing herein shall prevent the placing of water tanks and other water system apparatus on

7435 716

any Industrial Property for use by the water utility or utilities serving the Property or any portion thereof. Any tanks for use in connection with an Industrial Parcel or any building or other structure located thereon, including tanks for the storage of fuels, shall be buried or walled sufficiently to conceal them from the view of neighboring property, pathways and private streets.

G. No oil exploration, drilling, development or refining operations and no coring or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts, shall be permitted upon any Industrial Parcel, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Industrial Parcel.

H. No Industrial Parcel shall be maintained or utilized in such a manner as to present an unsightly appearance or as to constitute a nuisance or unreasonable annoyance to, or an endangerment to the health of, the Owners or occupants of any other Industrial Parcel, their guests, licensees and invitees, and no noxious or other offensive condition or activity shall be allowed to exist on or be conducted from any Industrial Parcel (such as, but not limited to, objectionable sound, electromechanical disturbance, radiation, electromagnetic disturbance, air or water pollution, dust or emission of odorous, toxic or nontoxic matter). No Industrial Parcel shall be maintained so as to substantially detract from the appearance or quality of other areas of the Property. The foregoing shall not be applicable to property upon which construction activities are occurring, provided that, during construction activities, such property shall be kept in a condition free of unsightly trash and debris and such construction activities shall be performed in such manner as to minimize disturbance to Owners or occupants of any Parcel. Each person maintaining an ownership interest in any Industrial Parcel shall be responsible for regularly maintaining and repairing (including replacements, where necessary), in good, sightly and well kept order and condition, the landscaping and grounds of such property and the exterior of any improvements located upon such property.

I. No Industrial Parcel shall be maintained, utilized or occupied in any manner so as to violate any applicable statute, ordinance, code, rule or regulation of any governmental authority having jurisdiction and in the event the requirements of such governmental authority shall conflict with or be more restrictive than the provisions set forth in this Declaration, the requirements of such governmental authority shall govern.

J. Each Industrial Parcel shall have facilities for parking, loading and unloading reasonably sufficient to avoid having to use streets or other offsite areas for parking, loading and unloading, given the uses and activities being conducted on such building site. All parking areas located upon an Industrial Parcel shall be paved.

K. All loading docks and ramps and electrical cage enclosures located on any property within an Industrial Parcel shall be screened

by a wall and mature landscaping.

L. All gutters and downspouts made a part of any structure located on any Industrial Parcel shall be painted to match the surface to which they are attached.

M. No antenna shall be placed on any Industrial Parcel which extends beyond seventeen feet in height if such antenna is not attached to any structure or, if attached to a structure, which extends beyond five feet in height from the highest point of such structure. All roof solar collectors on any structure located on any Industrial Parcel shall be mounted below the ridge line of the main roof of such structure and shall be painted the same color as such roof. All flat roofs on any structure located on any Industrial Parcel shall be concealed behind parapet walls. All flashing, fencing and other sheet metal or fixtures contained on the roof of any structure located on any Industrial Parcel shall be painted the same color as the trim of such structure or the same color as such roof. All evaporative coolers on the roof of any structure located within an Industrial Parcel shall be located off the ridge line towards the rear of such structure. All wind turbines on the roof of any structure located on any Industrial Parcel shall be located off the ridge line and shall be painted the same color as such roof.

N. No Industrial Parcel shall be used for any of the following purposes: residential; gas station; automobile repair; junk yard; distillation of bones, dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse; fat rendering; stockyard or slaughter of animals; refining of petroleum or its products; smelting of iron, tin, zinc or other ores; or the raising of animals. In addition to the foregoing, the use, storage or disposal of radioactive materials shall not be allowed on any Industrial Parcel except for those radioactive materials which are exempt from licensing requirements by the Arizona Atomic Energy Commission or its legally established successor and except for radioactive materials used for medical diagnosis and therapy and for educational or industrial research and development. For purposes of the foregoing, the term "research and development" means either: (1) theoretical analysis, exploration or experimentation; or (2) the extension of investigative findings and theories of a scientific or technical nature into practical application of experimental and demonstration purposes, including production and testing of models, equipment, materials, etc. No radioactive materials permitted within the Property pursuant to the foregoing shall be disposed of through the sewer system serving the Property or otherwise disposed of within the boundaries of the Property.

O. No wastes resulting from activities conducted on any Industrial Parcel shall be discharged into the private streets, private easements or on any other Parcel within the Property, but shall be disposed of solely through the sewer system serving the Property.

P. No window in any building or other structure located upon any Industrial Parcel shall be covered with aluminum foil, plywood or other material not approved by the Declarant.

7435 719

STATE OF ARIZONA)
COUNTY OF PIMA) ss.
Witness my hand and Official Seal.

Indexed	Page	Blotted

FORM 4-11

I hereby certify that the within instrument was filed for record in Pima County, Arizona



No. 187386
Book 7942 Page 1672
Date: DEC 31 '86 - 9A:11 1674
Request of: Stewart Title & Trust of Tucson
Fee:

BWB007.001

STATE OF ARIZONA)
County of Pima)

I hereby certify that the within instrument was recorded _____, 1986 in Docket _____, pages _____ at the request of Stewart Title & Trust of Tucson.

When Recorded Mail To:)
Miller & Pitt, P.C.)
111 South Church Avenue)
Tucson, Arizona 85701)
Attn: Benjamin W. Bauer)
) Witness my hand and official seal. RICHARD J. KENNEDY, Pima County, Arizona Recorder
) By _____
) Deputy Recorder

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS FOR RITA RANCH

This First Amendment to Declaration of Protective Restrictions for Rita Ranch (this "First Amendment") is made and entered into as of this _____ day of _____, 1986 by and between PIMA SERVICE CORPORATION, an Arizona corporation (the "Declarant") and those individuals and entities whose signatures appear on the signature pages hereof (the "Owners") with reference to the recitals of fact and for the purpose of confirming the covenants hereinafter set forth.

RECITALS

A. Declarant is the declarant of that certain Declaration of Protective Restrictions for Rita Ranch dated December 21, 1984 which was recorded on December 24, 1984 in the office of the Recorder of Pima County, Arizona in Book 7435 at Pages 674 through 719 (the "Declaration").

B. The Owners are the current title holders of that certain real property located in Pima County, Arizona described on Exhibit "A" to the Declaration (the "Property").

C. Article X, Section 6 of the Declaration provides for the Amendment of the Declaration upon the consent of sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as that term is described in the Declaration).

D. Article IX, Section 4 imposes a Use Restriction with respect to utilities which requires that all utilities be underground, except for those installed within a strip of land thirty (30) feet in width inside the southern and western boundaries of the Property (the "Utility Restriction").

E. The Owners and the Declarant desire to amend the Declaration to provide for the construction of overhead power lines upon a specific portion of the Property in accordance with the terms and provisions hereinafter set forth.

7942 1672

COVENANTS

1. Amendment. Article IX, Section 4 of the Declaration is hereby amended by inserting the following after the first sentence of Section 4:

"Notwithstanding the foregoing, overhead utilities including power lines and power poles, may be constructed over and upon that certain real property located in Pima County, Arizona which lies within the Rita Ranch and is subject to the Declaration which is legally described on Exhibit "1" attached hereto and incorporated herein by reference."

2. Ratification. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner which lies within the Property referred to in the Declaration is encumbered by and subject to the Declaration and this First Amendment.

3. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant and the Owner have executed this First Amendment as of the day and year first above written.

"Declarant"

Pima Service Corporation,
an Arizona corporation

By: _____

Title: _____

"Owners"

SUBSCRIBED AND SWORN to before me this 18 day of August,
1986, by Jamarcus Walker, U.P.

Notary Public

My Commission Expires: _____

My Commission Expires 0-15-99

7942 1673



July 25, 1986
APA 86008-129
CCR'S

LEGAL DESCRIPTION

All of that portion of Section 21, 22, 26, 27, and 35, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona; more particularly described as follows:

Being the adjacent 25.00 feet lying south of the south drainageway as recorded in Book 39 on Page 39 of Maps and Plats.

Except that portion lying in RITA ROAD.

PREPARED BY:

ANDERSON, PASSARELLI & ASSOCIATES, INC.

Glen R. Dixon, R.L.S.



7942 1674

24499

STATE OF ARIZONA)
) SS:
County of Pima)

FEB 17 '87-8AM

I hereby certify that the within instrument was recorded
_____, 1986, in Docket 7973, pages 286-287 at
the request of Stewart Title and Trust Co.

When recorded mail to:)
)
Aries Enterprises, Ltd.)
2200 E. River Rd., #116)
Tucson, AZ 85718)
Attn: Adaline Klemmedson)

Witness my hand and
official seal. RICHARD
J. KENNEDY, Pima County,
Arizona Recorder

By: M/S
Title: *8.00 + 1.00

NOTICE OF AMENDMENT TO DECLARATION
OF PROTECTIVE RESTRICTIONS FOR RITA RANCH

The First Amendment to the Declaration of Protective
Restrictions for Rita Ranch has been effectuated by the
execution, delivery and recordation of twenty-five (25)
counterpart original documents titled FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE RESTRICTIONS FOR RITA RANCH which were
recorded contemporaneously on December 31, 1986 in the Office of
the Recorder of Pima County, Arizona in Book 7942 commencing at
Page 1672 and ending at Page 1750. The effective date of the
First Amendment shall be December 31, 1986.

This Notice is executed by Pima Service Corporation, an
Arizona corporation, as the Declarant under and pursuant to that
certain Declaration of Protective Restrictions for Rita Ranch
dated December 21, 1984 and recorded on December 24, 1984 in the

BWB059.Rita Ranch

7973 286

AGGREGATION RECORDING
WITHOUT TITLE LIABILITY

C 87-214

Office of the Recorder of Pima County, Arizona in Book 7495 at
Pages 674 through 719.

Dated this 12th day of February, 1987.

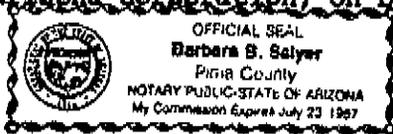
PIMA SERVICE CORPORATION, an
Arizona corporation,

By David R. Gruen

Title: Vice President

STATE OF ARIZONA)
): ss:
COUNTY OF PIMA)

The foregoing Notice of Amendment to Declaration of
Protective Restrictions for Rita Ranch was acknowledged before me
this 12th day of February, 1987 by David R. Gruen
as Vice President of PIMA SERVICE CORPORATION, an
Arizona corporation, on behalf of said corporation.



Barbara S. Salyer
NOTARY PUBLIC

My Commission Expires:

July 23, 1987

7973 287

BWB059.Rita Ranch

2

STATE OF ARIZONA)
COUNTY OF PIMA)
Witness my hand and Official Seal.

I hereby certify that the within instrument was filed for record in Pima County, Arizona on this _____ day of _____, 1986.



No. 187392
Book 7942 Page 1692
Date: DEC 31 '86 - 9 AM 1694
Request of: S. D. H. CO
STEWART TITLE & TRUST OF TUCSON
Fee:

Indexed	Page	Blotted

FORM 1.14

EW8007.001

STATE OF ARIZONA)
County of Pima)

I hereby certify that the within instrument was recorded in Docket _____, pages _____, 1986 at the request of Stewart Title & Trust of Tucson.

When Recorded Mail To:)
Miller & Pitt, P.C.)
111 South Church Avenue)
Tucson, Arizona 85701)
Attn: Benjamin W. Bauer)
Witness my hand and official seal. RICHARD J. KENNEDY, Pima County, Arizona Recorder)
By _____)
Deputy Recorder)

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS FOR RITA RANCH

This First Amendment to Declaration of Protective Restrictions for Rita Ranch (this "First Amendment") is made and entered into as of this _____ day of _____, 1986 by and between PIMA SERVICE CORPORATION, an Arizona corporation (the "Declarant") and those individuals and entities whose signatures appear on the signature pages hereof (the "Owners") with reference to the recitals of fact and for the purpose of confirming the covenants hereinafter set forth.

RECITALS

- A. Declarant is the declarant of that certain Declaration of Protective Restrictions for Rita Ranch dated December 21, 1984 which was recorded on December 24, 1984 in the office of the Recorder of Pima County, Arizona in Book 7435 at Pages 674 through 719 (the "Declaration").
- B. The Owners are the current title holders of that certain real property located in Pima County, Arizona described on Exhibit "A" to the Declaration (the "Property").
- C. Article X, Section 6 of the Declaration provides for the Amendment of the Declaration upon the consent of sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as that term is described in the Declaration).
- D. Article IX, Section 4 imposes a Use Restriction with respect to utilities which requires that all utilities be underground, except for those installed within a strip of land thirty (30) feet in width inside the southern and western boundaries of the Property (the "Utility Restriction").
- E. The Owners and the Declarant desire to amend the Declaration to provide for the construction of overhead power lines upon a specific portion of the Property in accordance with the terms and provisions hereinafter set forth.

7942 1692

COVENANTS

1. Amendment. Article IX, Section 4 of the Declaration is hereby amended by inserting the following after the first sentence of Section 4:

"Notwithstanding the foregoing, overhead utilities including power lines and power poles, may be constructed over and upon that certain real property located in Pima County, Arizona which lies within the Rita Ranch and is subject to the Declaration which is legally described on Exhibit "1" attached hereto and incorporated herein by reference."

2. Ratification. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner which lies within the Property referred to in the Declaration is encumbered by and subject to the Declaration and this First Amendment.

3. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant and the Owner have executed this First Amendment as of the day and year first above written.

"Declarant"

Pima Service Corporation,
An Arizona corporation

By: _____
Title: _____

"Owners"

Sunbelt IX/Aries Company, an Arizona
general partnership

By: W. A. [Signature]
Title: Managing Partner

SUBSCRIBED AND SWORN to before me this 17 day of December

1986, by Ernest B. [Signature]

Ernest B. [Signature]
Notary Public

My Commission Expires: My Commission Expires June 4, 1988

7942 1693



**ANDERSON
PASSARELLI**
& ASSOCIATES

July 25, 1986
APA H6008-129
CCR'S

LEGAL DESCRIPTION

All of that portion of Section 21, 22, 26, 27, and 35, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona; more particularly described as follows:

Being the adjacent 25.00 feet lying south of the south drainageway as recorded in Book 39 on Page 39 of Maps and Plats.

Except that portion lying in RITA ROAD.

PREPARED BY:

ANDERSON, PASSARELLI & ASSOCIATES, INC.

Glen R. Dixon. R.L.S.



7942 1694

DO NOT DETACH CERTIFICATE FROM DOCUMENT

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

03/21/88
10:47:00

NO. OF PAGES: 005
SEQUENCE: 88033967 DOCKET: 08247 PAGE: 0687
RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: RITA RANCH
GRANTEE: RESTRICTION

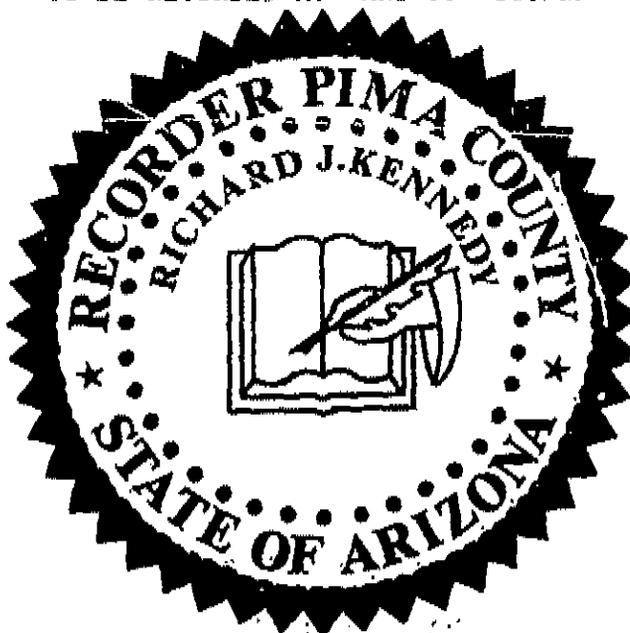
5 PAGES	AT		\$	5.00
CONVERSION FEE				3.00
0 AFFIDAVIT	AT	2.00 EACH		.00
0 COPIES	AT	1.00 EACH		.00
1 POSTAGE	AT	1.00 EACH		1.00
0 SEARCHES	AT	10.00 EACH		.00
TOTAL				9.00

TSTTI
BARBARA L HULS
EVANS KITCHEL & JENCKES
2600 N CENTRAL AVE
PHOENIX AZ 85004 3099
602-327-7373

JEB
DEPUTY RECORDER

2012 REC3 AMOUNT PAID * 9.00
AMOUNT DUE * .00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8247 687

B. In accordance with Article X, Section 6 of the Declaration, this Second Amendment is made with the consent of not less than sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as such term is defined in the Declaration), as evidenced by the executed and acknowledged signatures of those individuals and entities whose signatures appear on the signature pages hereof.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Declaration, signage on any portion of the Property zoned for commercial or industrial uses shall not be subject to or restricted by the provisions or guidelines regarding signage set forth in the Declaration, including, but not limited to, Exhibit B thereto, and such signage shall be governed solely by the ordinances, rules and regulations of the City of Tucson (the "Ordinances"), as amended from time to time, with the following exceptions:

(a) The maximum total sign area per foot of street frontage shall be 75% of the square foot sign area set forth in the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum total sign area per foot of street frontage to less than 4 square feet, then the aforementioned 75% limitation shall be null and void and only the Ordinances shall govern this issue; and

(b) Wall signs may cover only 65% of the maximum wall area which may be utilized for wall signs under the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum wall area which may be utilized for signs to less than 40% of the total wall area available for sign use, then the aforementioned 65% limitation shall be null and void and only the Ordinances shall govern this issue.

2. Article VII, Section 1 is hereby amended to read as follows:

Section 1. Declarant's Easement. The Declarant reserves for its use and the use of Declarant's agents, successors,

8247 689

delegates and assigns, an easement upon, across, over and under any portion of the Property only to the extent reasonably necessary for Declarant to perform and complete any improvements that the Declarant is required to make to the Property by the City of Tucson or Pima County. Declarant shall indemnify and hold Owners harmless from any loss or damage resulting from Declarant's use of an Owner's Parcel and any damage to an Owner's Parcel caused by Declarant's use of this easement shall be immediately repaired, replaced or restored by Declarant. This easement shall continue until December 21, 1994.

3. Article X, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Attorney's Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

4. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner that lies within the Property is encumbered by and subject to the Declaration, as amended by the First Amendment and this Second Amendment.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 16th day of March, 1988.

8247 690

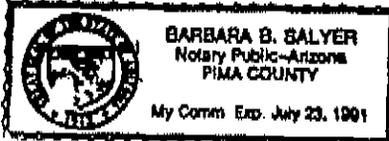
"Declarant"

PIMA SERVICE CORPORATION, an Arizona corporation

By: *[Signature]*
Its: ASSISTANT SECRETARY

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me this 16th day of March, 1988, by Neil J. Koenigberg.



Barbara B. Salyer
Notary Public

My Commission Expires: July 23, 1991

8247 691

DO NOT DETACH CERTIFICATE FROM DOCUMENT

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

03/21/88
10:47:00

NO. OF PAGES: 005
SEQUENCE: 88034032 DOCKET: 08247 PAGE: 1012
RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: RITA RANCH
GRANTEE: RESTRICTION

	5 PAGES	AT		5.00
	CONVERSION FEE			3.00
TSTTI	0 AFFIDAVIT	AT	2.00 EACH	.00
BARBARA L HULS	0 COPIES	AT	1.00 EACH	.00
EVANS KITCHEL & JENCKES	1 POSTAGE	AT	1.00 EACH	1.00
2600 N CENTRAL AVE	0 SEARCHES	AT	10.00 EACH	.00
PHOENIX				
AZ 85004 3099				
602-327-7373				
			TOTAL	9.00
JEB			AMOUNT PAID	9.00
DEPUTY RECORDER	2012 REC3		AMOUNT DUE	.00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8247 1012

B. In accordance with Article X, Section 6 of the Declaration, this Second Amendment is made with the consent of not less than sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as such term is defined in the Declaration), as evidenced by the executed and acknowledged signatures of those individuals and entities whose signatures appear on the signature pages hereof.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Declaration, signage on any portion of the Property zoned for commercial or industrial uses shall not be subject to or restricted by the provisions or guidelines regarding signage set forth in the Declaration, including, but not limited to, Exhibit B thereto, and such signage shall be governed solely by the ordinances, rules and regulations of the City of Tucson (the "Ordinances"), as amended from time to time, with the following exceptions:

(a) The maximum total sign area per foot of street frontage shall be 75% of the square foot sign area set forth in the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum total sign area per foot of street frontage to less than 4 square feet, then the aforementioned 75% limitation shall be null and void and only the Ordinances shall govern this issue; and

(b) Wall signs may cover only 65% of the maximum wall area which may be utilized for wall signs under the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum wall area which may be utilized for signs to less than 40% of the total wall area available for sign use, then the aforementioned 65% limitation shall be null and void and only the Ordinances shall govern this issue.

2. Article VII, Section 1 is hereby amended to read as follows:

Section 1. Declarant's Easement. The Declarant reserves for its use and the use of Declarant's agents, successors,

8247 1014

delegates and assigns, an easement upon, across, over and under any portion of the Property only to the extent reasonably necessary for Declarant to perform and complete any improvements that the Declarant is required to make to the Property by the City of Tucson or Pima County. Declarant shall indemnify and hold Owners harmless from any loss or damage resulting from Declarant's use of an Owner's Parcel and any damage to an Owner's Parcel caused by Declarant's use of this easement shall be immediately repaired, replaced or restored by Declarant. This easement shall continue until December 31, 1994.

3. Article X, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Attorney's Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

4. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner that lies within the Property is encumbered by and subject to the Declaration, as amended by the First Amendment and this Second Amendment.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 12 day of MARCH, 1988.

8247 1015

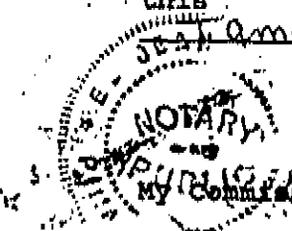
"Owner"

Tamara S. Achilles

Tamara S. Achilles

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me
this 12 day of March, 1988, by
Tamara Achilles.



E. Leon Post
Notary Public

My Commission Expires: _____
My Commission Expires March 25, 1991

8247 1016

DO NOT DETACH CERTIFICATE FROM DOCUMENT

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

03/21/88
10:47:00

NO. OF PAGES: 005
SEQUENCE: 88033975 DOCKET: 08247 PAGE: 0727
RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: RITA RANCH
GRANTEE: RESTRICTION

	5 PAGES	AT		5.00
	CONVERSION FEE			3.00
TSTTI	0 AFFIDAVIT	AT	2.00 EACH	.00
BARBARA L HULS	0 COPIES	AT	1.00 EACH	.00
EVANS KITCHEL & JENCKES	1 POSTAGE	AT	1.00 EACH	1.00
2600 N CENTRAL AVE	0 SEARCHES	AT	10.00 EACH	.00
PHOENIX				
AZ 85004 3099				
602-327-7373				
			TOTAL	9.00
JEB			AMOUNT PAID *	9.00
DEPUTY RECORDER	2012 REC3		AMOUNT DUE *	.00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8247 727

B. In accordance with Article X, Section 6 of the Declaration, this Second Amendment is made with the consent of not less than sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as such term is defined in the Declaration), as evidenced by the executed and acknowledged signatures of those individuals and entities whose signatures appear on the signature pages hereof.

NOW, THEREFORE, the Declaration is hereby amended as follows:

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(a) The maximum total sign area per foot of street frontage shall be 75% of the square foot sign area set forth in the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum total sign area per foot of street frontage to less than 4 square feet, then the aforementioned 75% limitation shall be null and void and only the Ordinances shall govern this issue; and

(b) Wall signs may cover only 65% of the maximum wall area which may be utilized for wall signs under the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum wall area which may be utilized for signs to less than 40% of the total wall area available for sign use, then the aforementioned 65% limitation shall be null and void and only the Ordinances shall govern this issue.

2. Article VII, Section 1 is hereby amended to read as follows:

Section 1. Declarant's Easement. The Declarant reserves for its use and the use of Declarant's agents, successors,

8247 729

delegates and assigns, an easement upon, across, over and under any portion of the Property only to the extent reasonably necessary for Declarant to perform and complete any improvements that the Declarant is required to make to the Property by the City of Tucson or Pima County. Declarant shall indemnify and hold Owners harmless from any loss or damage resulting from Declarant's use of an Owner's Parcel and any damage to an Owner's Parcel caused by Declarant's use of this easement shall be immediately repaired, replaced or restored by Declarant. This easement shall continue until December 21, 1994.

3. Article X, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Attorney's Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

4. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner that lies within the Property is encumbered by and subject to the Declaration, as amended by the First Amendment and this Second Amendment.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 2 day of September, 1987.

8247 730



"Owner"

Lutheran Church Extension Fund-
Missouri Synod

By: *Gerald E. Wendt*
Gerald E. Wendt
Its: V. p. President-Mortgage Loans

MISSOURI
STATE OF ~~ARIZONA~~)
County of ST. LOUIS) ss.

The foregoing instrument was acknowledged before me this
2nd day of September, 1987, by Gerald E. Wendt.

Diane C. Patton
Notary Public
DIANE C. PATTON
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES JAN. 3, 1989
JEFFERSON COUNTY

My Commission Expires: _____

8247 731

DO NOT DETACH CERTIFICATE FROM DOCUMENT

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

03/21/88
10:47:00

NO. OF PAGES: 005
SEQUENCE: 88034031 DOCKET: 08247 PAGE: 1007
RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: RITA RANCH
GRANTEE: RESTRICTION

	5 PAGES	AT	*	5.00
	CONVERSION FEE			3.00
	0 AFFIDAVIT	AT 2.00 EACH		.00
	0 COPIES	AT 1.00 EACH		.00
	1 POSTAGE	AT 1.00 EACH		1.00
	0 SEARCHES	AT 10.00 EACH		.00
TSTTI				
BARBARA L HULS				
EVANS KITCHEL & JENCKES				
2600 N CENTRAL AVE				
PHOENIX	AZ 85004 3099			
602-327-7373				
			TOTAL	9.00
JEB		AMOUNT PAID *		9.00
DEPUTY RECORDER	2012 REC3	AMOUNT DUE *		.00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8247 1007

B. In accordance with Article X, Section 6 of the Declaration, this Second Amendment is made with the consent of not less than sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as such term is defined in the Declaration), as evidenced by the executed and acknowledged signatures of those individuals and entities whose signatures appear on the signature pages hereof.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Declaration, signage on any portion of the Property zoned for commercial or industrial uses shall not be subject to or restricted by the provisions or guidelines regarding signage set forth in the Declaration, including, but not limited to, Exhibit B thereto, and such signage shall be governed solely by the ordinances, rules and regulations of the City of Tucson (the "Ordinances"), as amended from time to time, with the following exceptions:

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(b) Wall signs may cover only 65% of the maximum wall area which may be utilized for wall signs under the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum wall area which may be utilized for signs to less than 40% of the total wall area available for sign use, then the aforementioned 65% limitation shall be null and void and only the Ordinances shall govern this issue.

2. Article VII, Section 1 is hereby amended to read as follows:

Section 1. Declarant's Easement. The Declarant reserves for its use and the use of Declarant's agents, successors,

8247 100°

delegates and assigns, an easement upon, across, over and under any portion of the Property only to the extent reasonably necessary for Declarant to perform and complete any improvements that the Declarant is required to make to the Property by the City of Tucson or Pima County. Declarant shall indemnify and hold Owners harmless from any loss or damage resulting from Declarant's use of an Owner's Parcel and any damage to an Owner's Parcel caused by Declarant's use of this easement shall be immediately repaired, replaced or restored by Declarant. This easement shall continue until December 31, 1994.

3. Article X, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Attorney's Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

4. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner that lies within the Property is encumbered by and subject to the Declaration, as amended by the First Amendment and this Second Amendment.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 12 day of MARCH, 1988.

8247 1010

"Owner"

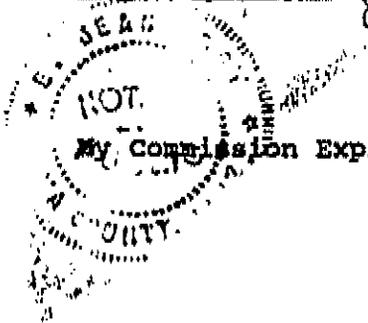
Charles R. Hughes

Charles R. Hughes

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me
this 12 day of March 1988 by
Charles Hughes

E. Jean Post
Notary Public



My Commission Expires: _____ 1991

AND

Deloris A. Hughes

Deloris A. Hughes

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me
this 12 day of March 1988 by
Deloris Hughes

E. Jean Post
Notary Public



My Commission Expires: _____ 1991

8247 10:1

DO NOT DETACH CERTIFICATE FROM DOCUMENT

PIMA COUNTY RECORDER
RICHARD J. KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

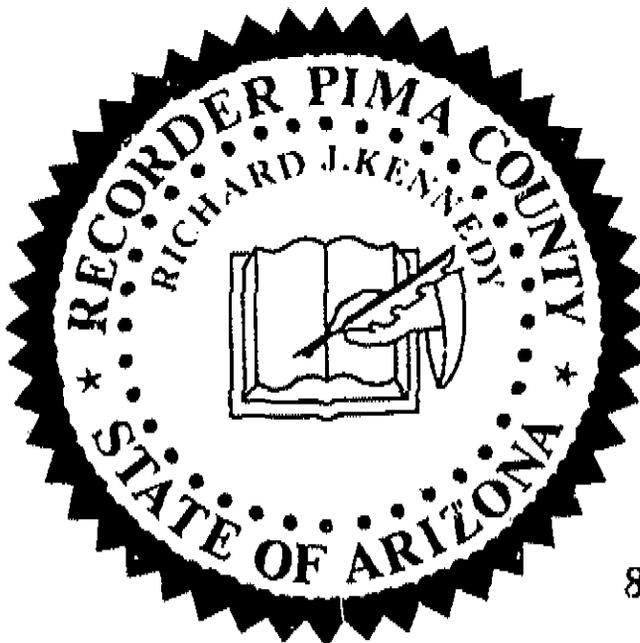
04/01/88
15122:00

NO. OF PAGES: 003
SERIAL NO: 20040767 DEFEAT: 05276 PAGES: 1000
RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: KITA RANCH
GRANTEE: RESTRICTION

	PAGES	AT		\$	5.00
	CONVERSION FEE				3.00
	0	AFFIDAVIT	AT	2.00 EACH	.00
W	0	COPIES	AT	1.00 EACH	.00
COLD ACISTA	0	POSTAGE	AT	1.00 EACH	.00
WILL PICK UP	0	SEARCHES	AT	10.00 EACH	.00
TUCSON	AZ	35701		TOTAL	3.00

RAR		AMOUNT PAID \$	3.00
DEPUTY RECORDER	2002 RECA	AMOUNT DUE \$.00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8256 1845

WHEN RECORDED RETURN TO:

Aries Enterprises, Ltd.
2200 E. River Road, Suite 116
Tucson, Arizona 85718
Attention: Adaline Klemmedson

NOTICE OF SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE RESTRICTIONS FOR RITA RANCH

The Second Amendment to the Declaration of Protective Restrictions for Rita Ranch has been effectuated by the execution, delivery and recordation of seventy-six (76) counterpart original documents titled SECOND AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS FOR RITA RANCH which were recorded contemporaneously on March 21, 1988 in the Office of the Recorder of Pima County, Arizona in Book 8247 commencing at Page 685 and ending at Page 1062. The effective date of the Second Amendment shall be March 21, 1988.

The counterpart original documents evidence the consent by more than sixty-six and two-thirds percent (66 2/3%) of the Owners as required by the Declaration.

This Notice is executed by Pima Service Corporation, an Arizona corporation, as the Declarant under and pursuant to that certain Declaration of Protective Restrictions for Rita Ranch dated December 21, 1984 and recorded on December 24, 1984 in the Office of the Recorder of Pima County, Arizona in Book 7435 at Pages 674 through 719, as amended by that

8256 1816

certain First Amendment recorded on December 31, 1986 in the Office of the Recorder of Pima County, Arizona in Book 7942 commencing at Page 1672 and ending at Page 1750.

Dated this 1 day of MARCH, 1988.

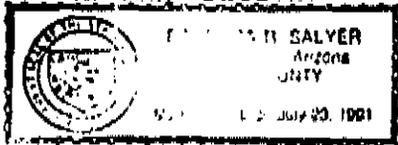
PIMA SERVICE CORPORATION, an Arizona corporation,

By: _____

Title: _____

STATE OF ARIZONA)
) SS:
COUNTY OF PIMA)

The foregoing Notice of Second Amendment to Declaration of Protective Restrictions for Rita Ranch was acknowledged before me this 31st day of March, 1988 by Will J. Kengelsky as Vice Secretary of PIMA SERVICE CORPORATION, an Arizona corporation, on behalf of said corporation.



William H. Salver
NOTARY PUBLIC

My Commission Expires:
July 23, 1991

8256 1847

DO NOT DETACH CERTIFICATE FROM DOCUMENT

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

03/21/88
10:47:00

NO. OF PAGES: 005
SEQUENCE: 88034033 DOCKET: 08247 PAGE: 1017
RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: RITA RANCH
GRANTEE: RESTRICTION

	5 PAGES	AT		\$	5.00
	CONVERSION FEE				3.00
TSTTI	0 AFFIDAVIT	AT	2.00 EACH		.00
BARBARA L HULS	0 COPIES	AT	1.00 EACH		.00
EVANS KITCHEL & JENCKES	1 POSTAGE	AT	1.00 EACH		1.00
2600 N CENTRAL AVE	0 SEARCHES	AT	10.00 EACH		.00
PHOENIX					
AZ 85004 3099					
602-327-7373				TOTAL	9.00

JEB
DEPUTY RECORDER

AMOUNT PAID * 9.00
2012 REC3 AMOUNT DUE * .00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8247 1017

STATE OF ARIZONA)
) SS.
County of Pima)

I hereby certify that the within instrument was recorded on the
_____ day of _____, 1988, in Docket _____, at pages
_____, at the request of Stewart Title & Trust of Tucson.

WHEN RECORDED RETURN TO:

Barbara L. Huls)
Evans, Kitchel & Jenckes, P.C.)
2600 North Central Avenue) Witness my hand and official
Phoenix, Arizona 85004-3099) seal, _____
Pima County, Arizona Recorder

WITH A COPY TO:

Adaline Klemmedson)
Aries Enterprises, Ltd.)
2200 E. River Road, Suite 116)
Tucson, Arizona 85718)
By: _____
Deputy Recorder

SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE RESTRICTIONS FOR
RITA RANCH

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS FOR RITA RANCH (this "Second Amendment") is made as of the date hereinafter set forth by PIMA SERVICE CORPORATION, an Arizona corporation (the "Declarant"), with reference to the Recitals hereinafter set forth.

RECITALS

A. Declarant is the declarant under that certain Declaration of Protective Restrictions for Rita Ranch dated December 21, 1984, made by Declarant and recorded on December 24, 1984 in Book 7435, commencing at page 674, official records of Pima County, Arizona, as amended by that certain First Amendment thereto (the "First Amendment"), recorded on December 31, 1986, in Book 7942, commencing at page 1572, official records of Pima County, Arizona (collectively, the "Declaration"), affecting that certain real property (the "Property") located in Pima County, Arizona and legally described on Exhibit A to the Declaration, which Exhibit A is incorporated herein by this reference.

8247 1018

B. In accordance with Article X, Section 6 of the Declaration, this Second Amendment is made with the consent of not less than sixty-six and two-thirds percent (66 2/3%) of the "Owners" (as such term is defined in the Declaration), as evidenced by the executed and acknowledged signatures of those individuals and entities whose signatures appear on the signature pages hereof.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Declaration, signage on any portion of the Property zoned for commercial or industrial uses shall not be subject to or restricted by the provisions or guidelines regarding signage set forth in the Declaration, including, but not limited to, Exhibit B thereto, and such signage shall be governed solely by the ordinances, rules and regulations of the City of Tucson (the "Ordinances"), as amended from time to time, with the following exceptions:

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(b) Wall signs may cover only 65% of the maximum wall area which may be utilized for wall signs under the Ordinances; provided, however, that if the Ordinances are amended to reduce the maximum wall area which may be utilized for signs to less than 40% of the total wall area available for sign use, then the aforementioned 65% limitation shall be null and void and only the Ordinances shall govern this issue.

2. Article VII, Section 1 is hereby amended to read as follows:

Section 1. Declarant's Easement. The Declarant reserves for its use and the use of Declarant's agents, successors,

8247 1019

delegates and assigns, an easement upon, across, over and under any portion of the Property only to the extent reasonably necessary for Declarant to perform and complete any improvements that the Declarant is required to make to the Property by the City of Tucson or Pima County. Declarant shall indemnify and hold Owners harmless from any loss or damage resulting from Declarant's use of an Owner's Parcel and any damage to an Owner's Parcel caused by Declarant's use of this easement shall be immediately repaired, replaced or restored by Declarant. This easement shall continue until December 21, 1994.

3. Article X, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Attorney's Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

4. The Declarant and the Owners hereby ratify and confirm each and every provision of the Declaration and further agree that the real property owned by each Owner that lies within the Property is encumbered by and subject to the Declaration, as amended by the First Amendment and this Second Amendment.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original document, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 7 day of MARCH, 1988.

8247 1020

"Owner"

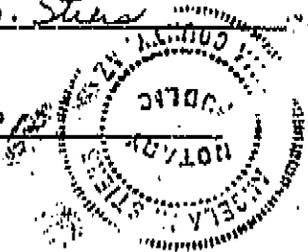
John Kendall

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me
this 7 day of March, 1988 by
John Kendall.

Rosela M. Steis
Notary Public

My Commission Expires: December 10, 1991



AND

Marilyn L. Kendall

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me
this 15 day of March by
Marilyn L. Kendall.



E. Van Post
Notary Public

My Commission Expires: BY Commission Expires March 26, 1991

8247 1021