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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VERRADO PARCEL 3.301**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Verrado Parcel 3.301 ("**Supplemental Declaration**") is made effective this 28th day of December, 2005, by DMB WHITE TANK, LLC, an Arizona limited liability company ("**Founder**"), and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee under its Trust No. B176 ("**Trustee**").

A. Founder is the developer of the master planned community located in the Town of Buckeye (the "**Town**"), Maricopa County, Arizona, commonly known as Verrado@ ("**Verrado**"); and

B. Founder executed the Covenant for Community for Verrado and caused said document to be recorded in the official records of Maricopa County, Arizona, as Document No. 2003-0531387 (the "**Covenant**"); and

C. Founder also executed the Community Charter for Verrado and caused said document to be recorded in the official records of Maricopa County, Arizona, as Document No. 2002-1008906, as amended by the First Amendment thereto recorded in the official records of Maricopa County, Arizona, as Document No. 2004-0015591 (as amended, the "**Charter**"). Each capitalized term used but not defined herein shall have the meaning for such term set forth in the Charter; and

D. The Charter contemplates that Supplements for parcels located within the portion of Verrado referenced in the Charter as the Village will be executed and recorded periodically as the development of the Village proceeds; and

E. Trustee is the owner of that portion of the Village described on Exhibit "A" attached hereto (the "**Parcel**"); and

F. Founder, with the consent of Trustee, wishes to cause the Parcel, which Parcel already is subject to the Covenant, to become subject to the Charter as well, and to be developed in accordance with certain supplemental covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, Founder, with the consent of Trustee, hereby declares that the Parcel shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, easements, terms and provisions, which shall apply to the Parcel and all Units within

the Parcel in addition to the provisions of the Covenant and the Charter. This Supplemental Declaration shall be a Supplement for purposes of the Charter.

1. **Annexation.** Pursuant to Section 17.1 of the Charter, Founder hereby declares that the Parcel is annexed and submitted and hereafter shall be subject to the terms and provisions of the Charter. Trustee hereby consents and agrees to the foregoing annexation.

2. **Designation of Builder.** Founder hereby confirms that APEXCapital Fund 1, LLC, an Arizona limited liability company, and Beazer Homes Holdings Corp., a Delaware corporation, are purchasing one or more unimproved Units within the Parcel for further development and resale in the ordinary course of their business, and thus each shall be deemed a "Builder" under the Charter with respect to the Units it owns in the Parcel.

3. **Membership.** Each Owner of a Unit shall be a member of the Association as provided in Section 4.1 of the Charter.

4. **Construction Requirements.** The construction of Improvements (as defined in Section 5.1 of the Charter) within any Unit shall be subject to various approval requirements of the Reviewer, as set forth in the Charter and in the Design Guidelines adopted by the Founder. Accordingly, prior to undertaking any activities with respect to any proposed Improvements, the Owner of a Unit may be required to submit a Completed Application (as defined in Section 5.3(b) of the Charter) and to obtain certain approvals as set forth in the Charter and the Design Guidelines. Construction of all approved work must commence and thereafter be completed within the applicable time frames set forth in the Charter.

5. **Technology.**

(a) **Pre-Wiring Requirements.** By its acceptance of a deed with respect to any Unit, each Builder is hereby deemed to acknowledge and agree that such Builder shall (a) satisfy the requirements of the Founder's structured wiring specifications for installation of inside wiring, outlets and trim in each dwelling to be constructed on any Unit within the Parcel and (b) install the material referenced therein in accordance therewith in each such dwelling, at the sole cost and expense of Builder, Builder acknowledging that Founder expressly retains the right to assign to any third party that provides technology services (including telephony, data transmission, cable television and similar services) to such dwelling the right to specifically enforce the foregoing without any right of offset or defense thereto.

(b) **Incorporation into Design Plans.** Builder shall incorporate into the design and construction of any and all joint trenches located outside the public utility easements, from the connection point to the dwelling constructed within the boundaries of the Units consistent with the applicable plans and specifications therefore (including, if applicable, the final subdivision improvement plans), at the cost and expense of Builder, such distribution system design and/or specifications in order to permit the installation of the applicable technology facilities and, upon the construction of such joint utility trenches, Builder shall accommodate and permit the installation of technology facilities therein.

(c) **Appointment of Representative.** Builder shall appoint a representative with appropriate responsibility and authority (the “**On-Site Representative**”) to act as a single point of contact for coordination and cooperative implementation of the procedures for resolving day-to-day construction issues. The On-Site Representative shall work closely with any third party who provides technology services (including telephony, data transmission, cable television and similar services), and in coordination with such entity, for the placement of facilities, including pedestals, transformers, wiring, power supplies, etc., in the Parcel.

(d) **Required Notices.** Builder shall provide to any third party who provides technology services (including telephony, data transmission, cable television and similar services) not less than sixty (60) days prior written notice of the expected certificate of occupancy date for each dwelling constructed within the boundaries of the Units and not less than fourteen (14) business days written notice of the expected move-in date of the initial resident of each dwelling constructed within the boundaries of the Units.

(e) **Right to Assign.** Founder shall have the right to assign to any third party who provides technology services (including telephony, data transmission, cable television and similar services) to such dwelling the right to specifically enforce the foregoing provisions without any right of offset or defense thereto.

6. **Installation of Landscaping.** Unless a written variance is obtained from the Reviewer, prior to the conveyance of fee title to the Unit to a buyer of a dwelling unit constructed thereon, each Builder that owns a Unit shall be required at its sole cost and expense to complete the landscaping (including all related irrigation systems) of the front yard, side yard and all other landscape areas visible from any streets adjoining its Unit. Each Builder that owns any Unit that shares a common boundary with Tracts AA, BB, CC, or DD of the final plat for the Parcel identified on Exhibit “A” attached hereto (the “**Plat**”), or Tract BB of the final plat for Verrado Parcel 3.303, recorded in Book 780, page 34, official records of Maricopa County, Arizona, or Tract H of the final plat for Verrado Parcel 3.405, recorded in Book 763, page 33, official records of Maricopa County, Arizona (the foregoing Tracts collectively the “**Alley Tracts**”), also shall be obligated at its sole cost and expense to complete the landscaping (including all related irrigation systems) to be located on its Unit between the Alley Tract and any perimeter wall or fence installed on such Unit, prior to the conveyance of fee title to the Unit to a buyer of the dwelling constructed thereon. All landscaping shall be installed in a manner consistent with the Community-Wide Standard and the Design Guidelines. Founder and Trustee hereby declare that all Units shall be subject to an easement as provided in Section 13.5 of the Charter in favor of the Association to enter upon the Unit, if it chooses to do so in accordance with the terms of the Charter, to cause to be installed at the expense of the Owner of the Unit, such landscaping improvements as the Association, in its sole and absolute discretion, may determine are not being properly installed by the Builder of the Unit. Each Owner understands and acknowledges that it is subject to a potential fine in such amount as may be established by the Board, to be imposed by, and payable to, the Association for any violation of the provisions of this Paragraph 6. Any such fine shall be considered a Specific Assessment levied pursuant to Section 12.4 of the Covenant.

7. **Maintenance Requirements.**

(a) **Units.** Each Owner shall be responsible at its sole cost and expense for maintenance of all Improvements, including, without limitation, landscaping and natural open space areas within its Unit in accordance with the Community-Wide Standard applicable to the Village and all other requirements of the Governing Documents. Such maintenance responsibility specifically includes, but is not limited to, all landscaping and other improvements (including all related irrigation systems) located in the area on such Unit that is between any perimeter wall or fence installed on such Unit and the common boundary of any other Unit or tract (including the Alley Tracts). Founder hereby gives notice that all landscaping and other Improvements located on a Unit in the area between the perimeter wall or fence of any Unit and the common boundary of any other Unit or tract (including the Alley Tracts) shall not be deemed an Area of Common Responsibility.

(b) **Areas of Common Responsibility.** The Association shall maintain all Areas of Common Responsibility of the Parcel in accordance with the Community-Wide Standard applicable to the Village and all other requirements of the Governing Documents. By its execution hereof, the Association acknowledges the foregoing and agrees to assume responsibility for maintenance of all Areas of Common Responsibility following completion of all required improvements and landscaping thereon.

(c) **Party Walls Adjacent to Common Area.** Notwithstanding the foregoing provisions of this Paragraph 7, the Association shall be responsible for the maintenance of any party fences or party walls between any Common Areas or Areas of Common Responsibility and any Unit, subject to the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, except that each Owner of a Unit shall be responsible for painting the portion of any such party fence or party wall facing his Unit or the portion thereof which is not a portion of the Common Area or Area of Common Responsibility, and each Owner shall be responsible for any repairs, replacements and maintenance resulting from the improper or defective construction of such party fence or party wall constructed by the Owner or a Builder.

(d) **Maintenance Easement.** Founder and Trustee hereby declare that all Units shall be subject to an easement as provided in Section 13.5 of the Charter in favor of the Association to enter upon the Unit to cause to be performed, if it chooses to do so in accordance with the terms of the Charter, at the expense of the Owner of the Unit, any maintenance of such area as the Association, in its sole and absolute discretion, may determine is not being properly performed by the Owner of the Unit.

8. **Trash Receptacles.** No garbage or trash shall be placed or kept on any Unit, except in covered containers of a type, size and style that are approved in writing by Founder or the Design Review Committee, as applicable. Because traffic flow across the Alley Tracts will be one way, garbage service will be able to empty trash receptacles on only one side of each Alley Tract. Accordingly, Founder and Trustee hereby declare, establish and grant over each Unit adjacent to an Alley Tract for the benefit of all other Units adjacent to an Alley Tract and impose upon, over, across and through that portion of the Unit lying within the public utility easement adjacent to the Alley Tract as reflected on the Plat or any map of dedication, a non-

exclusive perpetual easement for the placement and use of trash receptacle(s). The rights and obligations granted herein shall be deemed to run with the land, and the subsequent sale of all or any portion of a Unit shall not affect such rights and obligations. No Improvements that in anyway might materially interfere with or impede the utilization of the easement for its intended purpose shall be allowed. Notwithstanding the foregoing, in no event shall any such easement be used in any manner that may impede or interfere with access to any Unit from the adjacent Alley Tract.

9. **Model Home Usage and Restrictions.** Without the prior written consent of Founder, no Unit within the Parcel may be utilized as a model home prior to the date that the Founder causes the model complex in Parcel 4.601 of the Village to be closed for general use as such.

10. **Neighborhood Designation.** Founder hereby declares that the Units within the Parcel are designated as being within, and are hereby assigned to, Neighborhood One for purposes of representative voting. Founder hereby reserves the right to re-designate or change Neighborhood boundaries, all as further set forth and described in the Charter, and nothing in this Supplemental Declaration shall be deemed to limit the rights and powers of the Founder with respect thereto.

11. **Reservation Regarding Election District Designation.** Founder hereby reserves the right to designate Election Districts for purposes of electing directors to the Board, and to assign the Units within the Parcel to a particular Election District, all as further set forth and described in the Charter, and nothing in this Supplemental Declaration shall be deemed to limit the rights and powers of the Founder with respect thereto.

12. **Residence and Use Restrictions.** Founder hereby declares that the Units in the Parcel designated on the Plat as Lots 101 through 121, inclusive, (individually a “**Live/Work Unit**” and collectively, the “**Live/Work Units**”) may be used for “Home-Based Business” (as hereinafter defined) uses that take place in an office for business use maintained within a portion of the dwelling constructed on the Live/Work Unit (a “**Home Office**”), subject to the provisions of this Paragraph 12. The use of any Live/Work Unit in the Parcel for a Home-Based Business shall be subject to various approval requirements of the Founder and the Board. The Board may adopt separate, fair and reasonable Rules to apply solely to the Parcel to take into account the unique aspects of Home-Based Business uses contemplated for the Parcel, which Rules may, among other matters, establish procedures by which Owners and prospective Owners of a Live/Work Unit in the Parcel shall be required to apply to the Board or Founder for prior written authorization of a proposed business use. Accordingly, prior to undertaking any activities with respect to any proposed Home-Based Business, the Owner of a Live/Work Unit shall be required in all cases to submit an application to the Founder and/or the Board and to obtain certain approvals as set forth in the Rules.

(a) **Permitted Uses.** Generally, each Live/Work Unit shall be used as a residence for a single family and may be used for Home Office uses for purposes of conducting a Home-Based Business. Any Live/Work Unit may be used entirely for residential use, but no Live/Work Unit may be used entirely for nonresidential uses. Home-Based Businesses are permitted, provided that they take place entirely in the dwelling constructed on the Live/Work

Unit, they are generally performed with one client at a time, and they are consistent with all applicable laws, Town zoning ordinances and other governmental conditions of approval of the Parcel, as such laws, ordinances and conditions may be amended from time to time. For purposes of this Supplemental Declaration, there shall be four types of “**Home-Based Businesses**”, which are: “Public Access Businesses,” “Mobile Businesses,” “Casual Public Access Businesses” and “Secluded Businesses.” An acceptable business may fall into one or more of these categories. If a proposed business use is not clearly in one or more of these categories, then it shall be deemed to be prohibited unless the Founder or the Board approves such proposed use in writing in advance. The following descriptions are not all inclusive:

(i) **Public Access Businesses.** “Public Access Businesses” typically have frequent personal interaction with individuals which meet in Home Offices. Examples, without limitation, of permitted Public Access Businesses are:

- Architect/Landscape Architect/Engineer/Land Planner
- Interior Decorator
- Photography Studio/Portraiture/Bridal Services (exclusive of any on-site film developing activities)
- Planning Consultant
- Attorney
- Income Tax Service/Accounting
- Estate Planner
- Consulting and Business Services
- Music Instruction (non-amplified instruments only)
- Tutor
- Daycare Provider for Children, Elderly or Disabled
- Kitchen and Bath Designer
- Real Estate Developer/Specialty Contractor
- Dance Teacher

(ii) **Mobile Businesses.** “Mobile Businesses” typically involve a significant time away from the dwelling constructed on the Live/Work Unit, where work is either acquired or performed away from the Live/Work Unit. Mobile Businesses may also involve services arising out of shipments or deliveries to the Home Office. There are basically two subcategories of Mobile Businesses. One subcategory is characterized by the fact that principal operations are conducted entirely away from the Home Office, and the Home Office is principally used for storage and management activities. This subcategory includes such activities as follows:

- Pick-up and Delivery Services
- Cleaning Services
- Pool Maintenance
- Building Contracting
- Landscaping

The second subcategory is characterized by the fact that much less of the principal operations are conducted away from the Home Office. This subcategory includes such activities as follows:

- Electronic/Computer Equipment Repair and Fix-it Services
- Catering Services
- Flower Arranging and Plant Services
- Specialty Food Products and Delivery
- Business Consulting

(iii) **Casual Public Access Businesses.** “Casual Public Access Businesses” typically involve occasional one-on-one interaction with individual client groups. Some meetings with clients will occur at the Home Office, and sporadic meetings with clients will occur away from the Home Office. Examples of this category of Home-Based Business include the following:

- Video Producer
- General Business Consultant
- Public Relations Consultant
- Copywriter
- Photographer (exclusive of any on-site film developing)
- Artist

(iv) **Secluded Businesses.** Functionally, “Secluded Businesses” take place at the Home Office, and involve few or no meetings with the public or with clients. Communication with clients typically takes place electronically. Examples of this category of Home-Based Business include the following:

- Internet or Web-Oriented Business/Service Provider
- Secretary/Communication Service Provider
- Billing Service Provider
- Telecommunications

(v) **Other Permitted Uses.** Notwithstanding the specific examples of permitted uses outlined in Paragraphs 12(a)(i) through (iv) above, and subject to the right of the Founder to prohibit a use, the Board may authorize other uses, using reasonable discretion, so long as such other uses do not detract from the overall image of Verrado, and are not otherwise precluded by law or hereunder. The Founder and Board shall consider the effect of any proposed use on other Units in the Parcel, and neither the Founder nor the Board shall approve a use on a Live/Work Unit that has a materially adverse impact on any other Unit in the Parcel or in Verrado. The Board may fairly and reasonably define the permitted Home-Based Business uses, from time to time, more clearly than the guidelines outlined above.

(b) **Prohibited Uses.** Prohibited business uses are those uses that are not compatible with the permitted uses for the Parcel, as well as all uses which are contrary to any Town ordinance or other governmental condition of approval for the Parcel and uses which are disapproved by Founder or the Board.

(i) Prohibited uses include medical, dental, veterinarian, tattoo parlors, fortune tellers, and all uses prohibited by the Charter and/or the Rules. In addition, no hazardous materials are allowed.

(ii) Further, the following operations and uses shall not be permitted on any Live/Work Unit within the Parcel:

- Churches, schools or political organizations
- Retail or wholesale sales or manufacturing
- Body piercing services
- Kennels or other animal care facilities
- Storage or refining of hazardous materials and petroleum or other products
- Sales, repair or maintenance of vehicles, including automobiles, boats, motorcycles, aircraft, trucks or recreation vehicles, provided that light maintenance of commercial vehicles shall be allowed so long as such maintenance is conducted entirely within the interior of a garage on a Live/Work Unit
- Any business that is primarily sexually-oriented, such as a business offering nude or semi-nude entertainment, a massage parlor, escort service, adult theater, adult bookstore or similar businesses
- Other uses (other than Permitted Uses) that the Builder, Founder or the Board reasonably determines would detract from the overall image of Verrado. Builder shall have the right to disapprove a proposed use until Builder no longer owns a Live/Work Unit in the Parcel. Founder shall have the right to disapprove a proposed use during the Founder Control Period.
- Any business or activity which is contrary to any Town ordinance then in effect

(c) **Disabled Access.** Notice is hereby given that certain of the building sites for the Live/Work Units may not meet certain accessibility standards such as slopes or other requirements of state and local laws and building codes, the Americans with Disabilities Act, as the same may be amended from time to time, and/or federal fair housing accessibility requirements (collectively, the “**Accessibility Laws and Regulations**”) and thus, for such Live/Work Units to be used for a Home-Based Business, the Owner of the Live/Work Unit may be required to install additional improvements, including without limitation improvements such as, but not limited to, ramps and handrails to facilitate access from public streets, as may be necessary to ensure that the Home-Based Business area of a particular Live/Work Unit is accessible in compliance with the requirements of applicable Accessibility Laws and Regulations, including without limitation, being accessible to wheelchairs and other vehicles for disabled and handicapped persons. The Owner of a Live/Work Unit shall be solely responsible, at its expense, for: (i) determining whether a proposed Home-Based Business is one that must meet the accessibility and any other applicable requirements of the Accessibility Laws and Regulations; (ii) ascertaining whether the Live/Work Unit within which such Home-Based Business use is proposed is in compliance with the applicable requirements of the Accessibility Laws and Regulations; and (iii) the cost of any and all improvements required to be made to the Live/Work Unit to meet the requirements of the Accessibility Laws and Regulations in

connection with the proposed Home-Based Business use. Neither the Association nor the Founder, nor any person or entity affiliated with the Founder or the Association, shall have any obligation to enforce any provisions of the Accessibility Laws and Regulations with respect to any Live/Work Unit, although applicable Accessibility Laws and Regulations will be considered in the design review process for any subsequent modifications to Live/Work Units.

(d) **Lighting**. Unless initially installed or otherwise authorized by the Design Review Committee in its reasonable discretion, all lighting shall be designed and located to reduce power consumption to its lowest practical level, to direct light rays inward (toward the dwelling) to the extent practicable, to be compatible with the lighting on adjacent Units in the Parcel and to be not unreasonably bothersome to other Units in the Parcel.

(e) **Loading Activities; Machinery**. All loading and unloading activities shall be performed on the Live/Work Unit or in designated loading areas within the Parcel. The Board, in its reasonable discretion, shall have the right to establish loading and unloading policies for the Parcel. No heavy machinery may be used within the Parcel.

(f) **External Effects**. Every Home-Based Business shall be operated (a) so that it does not cause emissions of any obnoxious or dangerous degree of heat, glare, noise, paint, dust or other airborne particulate, radiation, odor or fumes beyond any boundary line of the Live/Work Unit on which the Home-Based Business is located, and (b) so that ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point on any boundary line of the Live/Work Units on which the Home-Based Business is located. The Board, exercising reasonable business judgment, shall determine whether or not the foregoing restriction has or has not been violated. No materials or wastes shall be permitted on a Live/Work Unit in such form or manner as to permit its transfer off of a Live/Work Unit by natural causes or forces, and all materials or wastes which might cause fumes or dust or which might constitute a fire hazard or which might be edible by, or otherwise attractive to animals, rodents or insects, shall be stored only in closed containers or within an enclosed structure.

(g) **Signs**. In addition to the items authorized to be displayed by the Rules, each Live/Work Unit shall be entitled to display on such Live/Work Unit one non-lighted sign not greater than six (6) square feet for purposes of identifying the Home-Based Business operating at the Unit so long as each such sign is of such color, size, shape and materials that have been approved by the Design Review Committee or its authorized agent.

(h) **Parking and Vehicular Restrictions**. The Live/Work Units within the Parcel must accommodate vehicles which are larger than normal passenger vehicles or vehicles that may be use-specific to the businesses conducted on the Live/Work Units. However, no vehicle shall be parked on any portion of the Parcel other than within the striped parking spaces, parking pads, or other areas designated by the Board, or within a garage, except temporarily while loading or unloading at a doorway or as is permitted by this Paragraph 12(h). Pick-up and delivery trucks may be parked in open parking spaces so long as they do not have signs or other forms of advertising on them. No parking shall obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard. In the event the garage, driveway and any parking areas designated by the Board are insufficient for parking, temporary parking shall be allowed on the street directly adjacent to the Live/Work Unit; however, in no event shall overnight on-street

parking be allowed on any street and in no event shall any vehicle be parked on a temporary basis on streets other than directly adjacent to the Live/Work Unit specific to the business conducted on such Live/Work Unit. Parking in the front or side yard of any Live/Work Unit is prohibited. No part of any vehicle may be parked over any part of a sidewalk because such parking may impede use of the sidewalks, particularly for persons with disabilities using the sidewalks. The Board, in its discretion, may waive in writing all or any portion of this Paragraph, and the Board may establish specific Rules describing authorized vehicles for the Parcel, setting rules for the use of open space parking spaces in the Parcel, limiting times and uses of spaces and issuing permits for the use of certain spaces, as authorized by Section 7.2 of the Charter.

(i) **Garages; Storage.** Garages situated on a Unit shall be used only for the parking of vehicles and the storage of normal household supplies and materials and shall not be used for or converted to living quarters, recreational activities or any Home-Based Business related use or purpose of any kind, either temporary or permanent, after the initial construction thereof without the prior written approval of the Founder or the Board. Garage doors shall be left open only as needed for ingress and egress. No parking area or garage shall be used to store materials, equipment, products or other items used in connection with any Home-Based Business, any junk or other unsightly material. No Owner shall use a garage as a storage area if the use will prevent the garage from being used as a vehicle parking area for the number of vehicles for which the garage was originally designed. No outdoor storage shall be permitted

(j) **Hours of Operation.** Home-Based Businesses are allowed to serve customers on-site (a) Monday through Friday between 7:00 a.m. to 8:00 p.m., on Saturday between 9:00 a.m. and 5:00 p.m., and on Sunday between 12:00 p.m. to 5:00 p.m., and (b) during additional hours approved by the Board and, if applicable, the Town.

(k) **Employees.** An Owner may employ (or contract with independent contractors for) not more than one (1) non-family member or permanent resident (in addition to the Owner) as a worker or contractor in the Home-Based Business conducted in the Live/Work Unit. However, there is no limitation on how many resident family members may work for the Home-Based Business. In no event shall the provisions of this Paragraph 12(k) be construed to limit the number of employees that may work for the Home-Based Business conducted off-site from the Live/Work Unit.

(l) **Renting and Leasing.** No Owner may lease or sublease the Home-Based Business area of a Unit separately from the balance of the Live/Work Unit.

(m) **Fire Wall Assembly.** There shall be no penetration of the “one-hour wall assembly” separating the Home-Based Business area of the Live/Work Unit from the balance of the Unit without the prior written consent of the Design Review Committee and the Town.

(n) **Aesthetics Standards.** The Design Review Committee may, but need not, adopt and enforce aesthetics standards which are solely applicable to the Parcel. Such separate aesthetics standards shall be in addition to any other standards generally applicable to Verrado and may address design, color, siting and other matters within the jurisdiction of the Design Review Committee which are distinctive or unique to the Parcel or any portion thereof.

Such aesthetics standards may exempt the Parcel from portions of the standards which apply to other areas of Verrado.

13. **Service Area Designation.** The Live/Work Units within the Parcel are hereby designated as part of Home-Based Business Service Area, which Service Area is intended to be comprised of certain Units in each of Parcels 3.301, 3.306 and 3.311 that may be used for "Home-Based Business" uses as provided herein, and thus the Live/Work Units may be subject, in addition to all other assessments duly imposed under the Covenant and the Charter, to one or more Service Area Assessments levied by the Association with respect to certain Service Area Expenses, including without limitation expenses associated with use of the private streets within the Service Area and other common areas located within the Service Area in connection with the operation of Home-Based Businesses. The amount of any such levy will be established by the Association in accordance with the terms of the Charter. Nothing in this Supplemental Declaration shall limit the rights and powers of the Founder or the Board under the Charter (a) to create or change the boundaries of any Service Area, (b) to determine the Service Area Expenses for any Service Area, or (c) to perform any other act or function relating to any Service Area.

14. **Neighborhood Association.** A Neighborhood Association comprised of all Owners of Units within the Parcel shall be established in accordance with the applicable terms of the Charter, including the requirement to obtain the prior written consent of the Founder to all applicable covenants, conditions and restrictions and similar instruments as required pursuant to Section 20.5 of the Charter. Pursuant to Section 2.7 of the Charter, the jurisdiction of any such Neighborhood Association shall be subordinate to that of the Association.

15. **Commencement of Assessments.** The Units within the Parcel are subject to all assessments duly imposed pursuant to the Covenant and the Charter. The obligation to pay assessments under the Covenant and the Charter shall commence as to all Units effective as of the recording of this Supplemental Declaration in the official records of Maricopa County, Arizona. Assessments shall be paid in such manner and at such times as provided in the Covenant and Charter. As provided in the Covenant, the Association is responsible for collecting and paying to the Assembly all assessments, fees, or other charges levied by the Assembly against members of the Association, which sums shall be included as an item of Common Expense of the Association.

16. **Notice Regarding Assessments.** Founder hereby gives notice that, in addition to all other assessments under the Covenant and Charter, all Units within the Parcel are subject to a Community Enhancement Fee and Telecommunity Fee (as such terms are defined in Sections 2.3(f) and 6.4 of the Covenant) to be levied by the Assembly and collected by the Association as provided in the Covenant.

17. **Notice Regarding View Impairment.** Founder hereby gives notice that Sections 14.3 and 15.4 of the Charter expressly provide that no guarantee or representation is made that any view over and across the Units, any open space within Verrado, or any golf course or other Private Amenity (as defined in the Charter), or over and across the Private Amenity from Units adjacent to the Private Amenity, will be preserved without impairment, and that any express or implied easements for view purposes or for the passage of light and air are expressly disclaimed as provided in the Charter. Founder has no obligation and is under no legal duty to take any

measures or intervene in any manner whatsoever on behalf of any Owner, resident or other Person with respect to the preservation, diminishment, obstruction or impairment of any view.

18. **Enforcement.** The Association may recover from any Owner who fails to landscape, repair or maintain its Unit or any portion thereof as required by Paragraphs 6 and 7 above, any and all costs incurred by the Association in performing such landscaping, repair or maintenance on behalf of such Owner pursuant to Paragraphs 6 and 7 above. In addition, without limiting any other rights or remedies available to the Association, the Association may impose a Specific Assessment under the Charter against the applicable Owner's Unit in the amount of such costs, which assessment shall be immediately due and payable upon delivery of notice of such assessment to the applicable Owner.

19. **Lighting of Common Area.** Founder reserves to itself and its successors and assigns the right (but Founder shall have no obligation) to install, remove, maintain, replace and repair lighting fixtures, related electrical lines and other related facilities, within Tracts D, G, I, K, and AM1 identified on the Plat for the purpose of facilitating pedestrian and vehicular use of such area. The design and location of all such fixtures, lines and related facilities (without regard to whether such fixtures, lines and related facilities were installed by Founder or by any other person or entity) shall be as determined by Association, consistent with the Design Guidelines, and the Association shall determine from time to time the days and hours of the day on which such lighting fixtures shall be operated.

20. **Mailbox Easement.** Founder and Trustee hereby expressly reserve for themselves, together with the right to transfer and assign the same, a perpetual easement (each a "Mailbox Easement") over, upon, across and under that portion of each Unit that is encumbered with a public utility easement as reflected on the Plat, any map of dedication or other instrument recorded in the official records of Maricopa County, Arizona, to enter such portion of the Unit and to install, use, maintain, repair, replace and operate one or more community postal boxes to serve the Owners of all Units within the Parcel as Founder, Trustee or their assignee, may from time to time deem necessary or desirable and as may be approved by the Town from time to time; provided and only to the extent that such use is not inconsistent with, and does not unreasonably interfere with, the use of such areas for public utility purposes in accordance with the provisions of the Dedication, Easement and Maintenance Agreement (Phase 1) recorded in the official records of Maricopa County, Arizona, at Document No. 2002-1186278, as same may be amended from time to time, and the Dedication, Easement and Maintenance Agreement (Phase 1 Neighborhood) recorded in the official records of Maricopa County, Arizona, at Document No. 2002-1186277, as same may be amended from time to time. Founder does not intend to install a community postal box on each Unit; however, at this time the exact location of each community postal box cannot be determined. The identity and portion of each Unit subject to the Mailbox Easements shall be determined by the as-built location of each community postal box. Once all community postal boxes in the Parcel have been installed, only those Units upon which a community postal box is located shall be deemed subject to the Mailbox Easement and the Mailbox Easement on all other Units shall automatically terminate. No Owner shall have the right to deny access to any other Owner or the United States Postal Service to any community postal box situated on a Unit. The rights and obligations granted herein shall be deemed to run with the land, and the subsequent sale of all or any portion of the Parcel shall not affect such rights and obligations.

21. **Private Storm Drain, Water, Sewer and Driveway Easements.** The terms and conditions of the Private Storm Drain Easement as depicted on the Plat over a portion of the Units designated as Lots 101 through 121, inclusive, and of the Private Water Easement as depicted on the Plat over a portion of Tract D, and of the Private Sewer Easement as depicted on the Plat over a portion of the Units designated as Lots 106, 109 and 120, and of the Driveway Easement as depicted on the Plat over a portion of the Units designated as Lots 103, 104, 105, 110, 111, 112, 115, 116, and 117, each shall be as set forth in a separate instrument of additional covenants, restrictions and easements that shall be prepared and recorded by Builder in the official records of Maricopa County, Arizona, subject to obtaining the prior written consent of the Founder to such instrument as required pursuant to Section 20.5 of the Charter.

22. **No Encroachment on Easement Areas.** No building or other structural Improvements (other than paving, landscaping or above-ground utility Improvements approved by Founder) of any kind shall be erected, placed, installed or maintained on any portion of the Mailbox Easement or any other public utility easement areas, landscape easement areas or access easement areas established by any easement Recorded by Founder prior to or concurrently herewith which in anyway might interfere with or impede the utilization of the particular easement for its intended purpose.

23. **Disclosures.** ALL OWNERS AND PROSPECTIVE PURCHASERS OF UNITS IN THE PARCEL ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE FOLLOWING MATTERS AND ARE HEREBY DEEMED TO HAVE CONSTRUCTIVE NOTICE THEREOF:

(a) **Development.** Founder hereby gives notice that Verrado is intended to be developed as a master-planned residential and commercial community and that, consistent with the development of Verrado as a master-planned community, there will be numerous non-residential uses within Verrado, which may (but shall not necessarily) include lighted ball and recreational fields at school and park sites, multi-family housing, school sites, a district club (i.e., community recreation area), golf courses (including maintenance and clubhouse improvements) and commercial/retail businesses. However, the zoning and land use designations for Verrado are subject to change from time to time, and therefore, notwithstanding anything now, previously or hereafter referenced or described in the land use plan(s) or any other development plan(s) for Verrado, Founder and Trustee make no representations or warranties that: (i) any parcel in Verrado proposed for commercial, retail, residential, school, park, district club, golf course or any other particular use will be committed to or developed for such uses; or (ii) if any such parcels are once used for any commercial, retail, residential, school, park, district club, golf course or other particular uses, that any such use will continue in effect. Each Owner and prospective purchaser is advised to investigate and determine for its own account if the zoning and land use designations for Verrado and other real properties in the vicinity of Verrado are compatible with such Owner's occupancy, use and enjoyment of the Unit purchased by such Owner. Neither Founder nor Trustee makes any representations or warranties concerning the timing, location, configuration or existence of any non-residential use on or about Verrado.

(b) **Adjacent Street/Park Use.** Founder hereby gives notice that certain Units within the Parcel are adjacent to streets that serve as principal collector streets for the Village, which may cause such Units to be exposed to noise, increased traffic and other matters

associated with public use of a principal collector street. Founder hereby gives notice that certain Units within the Parcel are adjacent to, or in the vicinity of, neighborhood/district parks intended for use and enjoyment by members of the public, which use may cause such Units to be exposed to light, noise, dust, increased pedestrian and vehicular traffic and other matters associated with the use of and activities at such parks.

(c) **Adjacent Proposed Fire Station Use.** Founder hereby gives notice that the Parcel is adjacent to, or in the vicinity of, a proposed fire station site, which use may cause the Units within the Parcel to be exposed to noise, lights, increased traffic and other matters associated with the use of and activities conducted at such fire station.

(d) **Adjacent Parking Use.** Founder hereby gives notice that the Units designated as Lots 107 through 110, inclusive, 122 through 126, inclusive, 140 through 143, inclusive, on the Plat are in close proximity to areas that are intended for use and enjoyment for the parking of motor vehicles thereon, which use may cause such Units to be exposed to light, noise, dust, increased pedestrian and vehicular traffic and other matters associated with the use of such parking area.

(e) **Golf Course.** No Owner shall acquire any interest or rights with respect to any golf course located within or adjacent to any portion of Verrado by virtue of taking title to property in the Village. Neither Founder nor Trustee makes any representations or warranties regarding the construction, ownership or operation of or use rights in any golf course within or adjacent to any portion of Verrado, nor any representations or warranties that any golf course will open to the public, or if any golf course is operated as a private facility, as to the ability of any resident to become a member thereof.

(f) **Nearby Air Force Base.** Founder hereby gives notice that the Parcel lies in the vicinity of the aircraft overflight area for aircraft utilizing Luke Air Force Base (which is an active fighter pilot training facility) and the increased noise and accident potential attendant thereto, which may be of concern to Owners, residents and other Persons. All Owners and prospective purchasers are advised that aircraft may have the right of flight over the Units, and that the Units may be subject to the attendant noise, vibrations, fumes, dust, fuel and lubricant particles and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on, Luke Air Force Base, which may occur at varying times of the day and night. Further information concerning the operation of Luke Air Force Base and the effect that the operation of Luke Air Force Base may have upon the Village and the Owners and residents thereof may be obtained by contacting Luke Air Force Base. In addition, Founder hereby gives notice that the Parcel lies in the vicinity of the Phoenix-Goodyear Airport, which is a general aviation facility, and the increased noise and accident potential attendant thereto, which may be of concern to Owners, residents and other Persons. All Owners and prospective purchasers are advised that both general aviation and recreation aircraft, including without limitation, hot air balloons, fixed-wing aircraft, ultralights, hang gliders and helicopter, may have the right of flight over the Units, which may result in increased noise, vibrations, or other disturbance or interference, which may be of concern to Owners, residents and other Persons. Founder hereby gives notice that neither Founder nor Trustee have any control over flight patterns, which are subject to change, and are not liable for injury or damage of any kind to persons or property that may arise at any time in the future in connection with the operation of

aircraft landing at, or taking off from, or operating at or on, Luke Air Force Base or the Phoenix-Goodyear Airport.

(g) **Community Facilities Districts.** Founder hereby gives notice that certain community facilities districts have been formed that will issue general obligation bonds, the proceeds of which will be applied to finance or acquire public infrastructure benefiting Verrado. The bonds will be paid from a general obligation property tax assessed, in addition to each resident's annual property tax bill, against all property within Verrado, including the Units within the Parcel.

(h) **Main Street District.** Founder hereby gives notice that the Parcel lies in the vicinity of certain property within Verrado that is intended to be developed for commercial, retail and/or community and public use, and which uses may cause the Units to be exposed to light, noise (including without limitation noise associated with community events and the bell in the clock tower), increased pedestrian and vehicular traffic and other matters associated with such uses.

(i) **Adjacent Communication and Broadcast Facility.** Founder hereby gives notice that certain radio communications equipment is located on land adjacent to Verrado (the "**Communications Site**") and that, pursuant to an Access Easement Agreement, the Founder granted to the owners of that equipment an access easement (the "**Access Easement**") through portions of Verrado (potentially including public roadways within the Village) to gain access to the Communications Site and to use certain portions of Verrado outside of the Village (the "**Staging Areas**") for: (i) temporary parking of motor vehicles (including tractors, graders, bulldozers, dump trucks and the like); (ii) temporary storage of construction equipment and materials, and the loading and unloading of construction equipment and materials from motor vehicles; (iii) assembly of antenna or components of antenna, mixing of construction materials relating to the Communications Site; and (iv) any other lawful uses reasonably required for the maintenance, replacement or repair of any radio equipment located within the Communications Site. The Access Easement does not affect the Parcel; in fact, the Staging Areas are located in within Sections 3 and 10 of Township 2 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more than a mile from the Parcel. A copy of the Access Easement Agreement may be obtained from the Association upon written request. The Association may charge a reasonable fee to cover its reproduction cost.

24. **Interpretation.** This Supplemental Declaration shall run with the land within the Parcel, shall be binding on all parties having or acquiring any right, title or interest in the Parcel or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of each of the Covenant and the Charter.

25. **Incorporation of Declarations.** The Covenant and the Charter each is expressly incorporated herein and made a part hereof by this reference. Unless otherwise defined herein, every capitalized term and expression used herein shall have the same meaning as set forth for such terms and expressions in the Covenant and the Charter, as applicable. In the event of any conflict between the terms of the Covenant or the Charter and the terms of this Supplemental Declaration, the terms of the Covenant or the Charter, as applicable, shall control.

26. **Effectiveness.** This Supplemental Declaration and the covenants, conditions and restrictions contained herein shall be effective commencing upon the date this Supplemental Declaration is recorded in the official records of Maricopa County, Arizona, and shall remain in full force and effect for so long as the Charter remains in effect.

27. **Amendment.** This Supplemental Declaration may be amended in the same manner as the Charter may be amended in accordance with the provisions of the Charter; provided, that notwithstanding the foregoing, Founder shall be entitled to unilaterally amend this Supplemental Declaration to make any corrections or modifications deemed necessary or appropriate by the Founder in its sole and absolute discretion due to the designation or depiction of any item or matter on the Plat.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Founder and Trustee have executed the foregoing instrument as of the date first set forth above.

FOUNDER:

DMB WHITE TANK, LLC, an Arizona limited liability company

By: DMB REALCO LLC, an Arizona limited liability company, its Manager

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: 

Its: V.P.

TRUSTEE:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee under its Trust No. B176

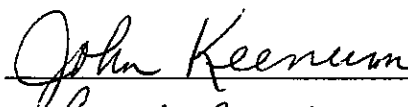
By: 

Name: Bonnie McCoid

Its: Trust Officer

ACKNOWLEDGEMENT:

VERRADO COMMUNITY ASSOCIATION, INC.,
an Arizona nonprofit corporation

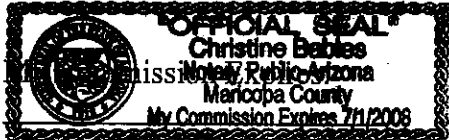
By: 

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19 day of December, 2005, by John Bradley, the V.P., of DMB Associates, Inc., an Arizona corporation, in its capacity as Manager of DMB REALCO LLC, an Arizona limited liability company, in its capacity as Manager of DMB WHITE TANK, LLC, an Arizona limited liability company, for and on behalf thereof.

Christine Bables
Notary Public

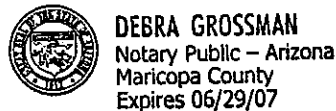


STATE OF ARIZONA)
) ss.
County Of Maricopa)

The foregoing instrument was acknowledged before me this 25 day of December, 2005, by Bonnie McCord, the Trust Officer, of FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, acting not in its corporate capacity but solely as Trustee of its Trust No. B176, on behalf of the corporation.

Debra Grossman
Notary Public

My Commission Expires:
6-29-2007



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19 day of December, 2005, by John Keenum, the president, of VERRADO COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, for and on behalf thereof.

Christine Bables
Notary Public

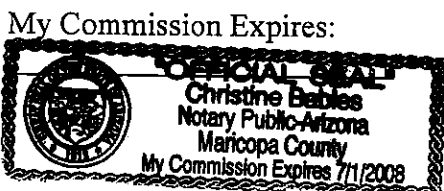


Exhibit "A"

LEGAL DESCRIPTION

Lots 101 through 178, inclusive, and Tracts A through N, inclusive, AA through DD, inclusive, and AM1, VERRADO PARCEL 3.301, according to the final plat thereof recorded in Book 798 of Maps, page 4, official records of Maricopa County, Arizona.