

FIDELITY NATIONAL TITLE

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 HELEN PURCELL
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When recorded, return to:

Neil D. Biskind, Esq.
 Biskind Hunt, PLC
 11201 North Tatum Boulevard, Suite 330
 Phoenix, Arizona 85028

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**SUPPLEMENTAL DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR VERRADO PARCEL 4.502**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Verrado Parcel 4.502 ("**Supplemental Declaration**") is made effective this 27th day of July, 2006, 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 Buckeye Condominium II, LLC, an Arizona limited liability company (the "**Company**"), is purchasing the Parcel for further subdivision or development and resale in the ordinary course of its business, and thus shall be deemed a "Builder" under the Charter with respect to the Units it owns in the Parcel.

3. **Designation of Units; Membership.** Founder hereby declares that the Company, as Builder, is hereby authorized, without the prior approval of the Founder or the Board, to subdivide the Parcel for purposes of creating a residential condominium pursuant to the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time, with respect to the Parcel, to change the boundary lines of any Unit or combine Units, so long as such action does not result in the Parcel having been subdivided into more than forty-eight (48) Units for residential use. 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 the Parcel 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 the Parcel (or the Neighborhood Association created with respect to the Parcel, as applicable) 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.

(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.** All landscaping shall be installed in a manner consistent with the Community-Wide Standard and the Design Guidelines.

7. **Maintenance Requirements.** The Neighborhood Association created with respect to the Parcel shall be responsible at its sole cost and expense for maintenance of all Improvements within the Parcel in accordance with the Community-Wide Standard applicable to the Village and all other requirements of the Governing Documents.

(a) **Party Walls Adjacent to Common Area.** Neither the Association nor the Assembly shall have any responsibility for the maintenance of any party fences or party walls between any Areas of Common Responsibility and any Unit, subject to the general rules of law regarding party walls.

(b) **Maintenance Easement.** Founder and Trustee hereby declare that the Parcel (and each Unit therein) shall be subject to an easement as provided in Section 13.5 of the Charter in favor of the Association to enter upon the Parcel to cause to be performed, if it chooses to do so in accordance with the terms of the Charter, at the expense of the Neighborhood Association created with respect to the Parcel, any maintenance of such area as the Association, may determine, pursuant to Chapter 8 of the Charter, is not being performed by such Neighborhood Association in accordance with the Community-Wide Standard applicable to the Village and all other requirements of the Governing Documents.

8. **Trash Receptacles.** No garbage or trash shall be placed or kept on the Parcel or 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.

9. **Intentionally Omitted.**

10. **Neighborhood Designation.** Founder hereby declares that the Parcel, and any Units created 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 Parcel, and any Units created 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. **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 and any condominium declaration recorded in the official records of Maricopa County, Arizona, with respect to the Parcel (the "**Condominium Declaration**"), 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.

13. **Commencement of Assessments.** The Units within the Parcel are subject to all assessments duly imposed pursuant to the Covenant and the Charter, which shall be in addition to those imposed pursuant to the Condominium Declaration. The obligation to pay assessments under the Covenant and the Charter shall commence as to all Units effective on the first to occur of: (i) August 1, 2009, or (ii) the first day of the month following the date upon which construction commences on the Parcel, which shall be deemed to have occurred when both a permit has been issued to construct vertical improvements on any portion of the Parcel and any site work has been performed on the Parcel. 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.

14. **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.

15. **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.

16. **Enforcement.** The Association may recover from the Neighborhood Association created with respect to the Parcel if such Neighborhood Association fails to repair or maintain the Parcel or any Unit or any portion thereof as required by Paragraph 7 above, any and all costs incurred by the Association in performing such repair or maintenance on behalf of such Neighborhood Association pursuant to Paragraph 7 above.

17. **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 any 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.

18. **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 the Parcel is adjacent to streets that serve as principal collector streets for the Village, which may cause Units within the Parcel to be exposed to noise, increased traffic and other matters associated with public use of a principal collector street. Founder hereby gives notice that the Parcel is adjacent to, or in the vicinity of, neighborhood/district parks intended for use and enjoyment by members

of the public, which use may cause Units within the Parcel 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) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **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.

(h) **Nearby Temporary Rock Crushing Operations.** Founder hereby gives notice that the Parcel lies in the vicinity of a temporary rock crushing plant and the increased noise attendant thereto, which may be of concern to Owners, residents and other Persons. All Owners and prospective purchasers are advised that: (i) the operations of such plant involve, among other matters, the use of explosives for the purpose of excavating materials; crushing operations to create various construction materials, including without limitation sand, gravel and rock; and the loading, hauling and stockpiling of sand, gravel and rock for use at construction sites within and outside of the Village; (ii) as a result of such operations, the Units may be subject to the attendant temporary noise, vibrations, dust, air pollution and all other effects that may be caused from time to time by the operation of the rock crushing plant; and (iii) such operations are intended to be conducted during typical construction work hours (as the same may vary from time to time) and in accordance with all the requirements of all applicable state, county and municipal authorities. Founder hereby gives notice that as development of the Village progresses, the temporary rock crushing plant may be relocated at any time and from time to time to a location or locations north of Sunrise Wash as may be determined by Founder in its sole discretion, and Founder hereby reserves to itself and its successors and assigns the right (but Founder shall have no obligation) to so relocate the rock crushing plant from time to time. Each Owner and prospective purchaser is advised to investigate and determine for its own account if the temporary rock crushing plant operations are compatible with such Owner's occupancy, use and enjoyment of the Unit purchased by such Owner.

19. **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.

20. **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 or the Condominium Declaration, the terms of the Covenant or the Charter, as applicable, shall control. In the event of any conflict between the terms of this Supplemental Declaration and the Condominium Declaration, the terms of this Supplemental Declaration shall control.

21. **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.

22. **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 Communities LLC, an Arizona limited liability company, its Manager

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

By: J. Bradley
V.P.
Its: _____

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: Debra Grossman
Name: Debra Grossman
Its: Trust Officer

ACKNOWLEDGEMENT:

VERRADO COMMUNITY ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: [Signature]
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20 day of July, 2006, by John Bradley, the VP, of DMB Associates, Inc., an Arizona corporation, in its capacity as Manager of DMB Communities LLC, an Arizona limited liability company, its Manager, 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 27th day of July, 2006, by Debra Grossman, 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.

Robin Mouser
Notary Public

My Commission Expires:

6/15/10



ROBIN L. MOUSER
Notary Public - Arizona
Maricopa County
Expires 6/15/10

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20 day of July, 2006, by REX ROSS, the President, of VERRADO COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, for and on behalf thereof.

Christine Bables
Notary Public

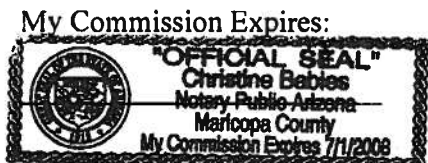


Exhibit "A"

LEGAL DESCRIPTION

ATTACHED

PARCEL NO. 1: VERRADO PROPOSED PARCEL 4.502

A parcel of land lying within Section 19, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Tract 'H3', of Verrado Phase 1 as shown on the Map of Dedication, recorded in Book 612 of Maps, page 39, Maricopa County Records, from which an angle point in the Easterly line of Tract 'I13', as shown on said Map of Dedication, bears North 01 degrees 20 minutes 03 seconds East (basis of bearing), a distance of 112.59 feet, said Northwest corner also being the point of beginning;

THENCE along said Easterly line, North 01 degrees 20 minutes 03 seconds East, a distance of 112.59 feet to a point of intersection with a non-tangent curve;

THENCE Northerly along said curve, having a radius of 1007.88 feet, concave Easterly, whose radius bears South 87 degrees 56 minutes 20 seconds East, through a central angle of 08 degrees 49 minutes 28 seconds, a distance of 155.23 feet to the most Westerly Southwest corner of Tract 'X', as shown on the Final Plat for Verrado Parcels 4.501, 4.503 and 4.504, recorded in Book 700 of Maps, page 47, Maricopa County Records, and a point of intersection with a non-tangent line;

THENCE leaving said East line and along the Southerly line of Tract 'X', North 59 degrees 26 minutes 15 seconds East, a distance of 32.92 feet to a point of intersection with a non-tangent curve;

THENCE Easterly along said curve, having a radius of 51.50 feet, concave Northerly, whose radius bears North 59 degrees 26 minutes 15 seconds East, through a central angle of 111 degrees 18 minutes 50 seconds, a distance of 100.05 feet to a point of reverse curvature;

THENCE Northeasterly along said curve, having a radius of 9.00 feet, concave Southeasterly, through a central angle of 51 degrees 41 minutes 45 seconds, a distance of 8.12 feet to the curve's end;

THENCE North 89 degrees 49 minutes 10 seconds East, a distance of 334.65 feet to the beginning of a curve;

THENCE Southeasterly along said curve, having a radius of 15.00 feet, concave Southwesterly, through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 23.56 feet to the Westerly line of said Tract 'X' and the curve's end;

THENCE leaving said South line of Tract X, along said westerly line, South 00 degrees 10 minutes 50 seconds East, a distance of 254.17 feet to the beginning of a curve;

THENCE Southwesterly along said curve, having a radius of 15.00 feet, concave Northwesterly, through a central angle of 89 degrees 22 minutes 17 seconds, a distance of 23.40 feet to a point on the Northerly line of said Tract 'H3' and to the curve's end;

THENCE leaving said Westerly line, along said Northerly line, South 89 degrees 11 minutes 27 seconds West, a distance of 31.14 feet to the beginning of a curve;

THENCE Westerly along said curve, having a radius of 484.00 feet, concave Northerly, through a central angle of 09 degrees 25 minutes 36 seconds, a distance of 79.63 feet to a point of reverse curvature;

THENCE Westerly along said curve, having a radius of 516.00 feet, concave Southerly, through a central angle of 09 degrees 25 minutes 36 seconds, a distance of 84.90 feet to the curve's end;

THENCE South 89 degrees 11 minutes 27 seconds West, a distance of 116.86 feet;

THENCE South 87 degrees 29 minutes 11 seconds West, a distance of 164.28 feet to the point of beginning.

Tract X, as set forth on Final Plat for VERRADO PARCELS 4.501, 4.503 and 4.504, according to Book 700 of Maps, page 47, Records of Maricopa County, Arizona.

EXHIBIT "A" MAP WITH LEGAL DESCRIPTION

The Exhibit A Map with Legal Description is available for viewing at the office of:

GREENBERG TRAUIG
J. Ryan Hamilton
2375 E. Camelback Road #700
Phoenix, AZ 85016



When recorded, return to:

Neil D. Biskind, Esq.
Biskind Hunt, PLC
11201 North Tatum Boulevard, Suite 330
Phoenix, Arizona 85028

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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

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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

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2. **Designation of Builder.** Founder hereby confirms that Buckeye Condominium II, LLC, an Arizona limited liability company (the “Company”), is purchasing the Parcel for further subdivision or development and resale in the ordinary course of its business, and thus shall be deemed a “Builder” under the Charter with respect to the Units it owns in the Parcel.

3. **Designation of Units; Membership.** Founder hereby declares that the Company, as Builder, is hereby authorized, without the prior approval of the Founder or the Board, to subdivide the Parcel for purposes of creating a residential condominium pursuant to the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time, with respect to the Parcel, to change the boundary lines of any Unit or combine Units, so long as such action does not result in the Parcel having been subdivided into more than forty-eight (48) Units for residential use. 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 the Parcel 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 the Parcel (or the Neighborhood Association created with respect to the Parcel, as applicable) 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.

(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.** All landscaping shall be installed in a manner consistent with the Community-Wide Standard and the Design Guidelines.

7. **Maintenance Requirements.** The Neighborhood Association created with respect to the Parcel shall be responsible at its sole cost and expense for maintenance of all Improvements within the Parcel in accordance with the Community-Wide Standard applicable to the Village and all other requirements of the Governing Documents.

(a) **Party Walls Adjacent to Common Area.** Neither the Association nor the Assembly shall have any responsibility for the maintenance of any party fences or party walls between any Areas of Common Responsibility and any Unit, subject to the general rules of law regarding party walls.

(b) **Maintenance Easement.** Founder and Trustee hereby declare that the Parcel (and each Unit therein) shall be subject to an easement as provided in Section 13.5 of the Charter in favor of the Association to enter upon the Parcel to cause to be performed, if it chooses to do so in accordance with the terms of the Charter, at the expense of the Neighborhood Association created with respect to the Parcel, any maintenance of such area as the Association, may determine, pursuant to Chapter 8 of the Charter, is not being performed by such Neighborhood Association in accordance with the Community-Wide Standard applicable to the Village and all other requirements of the Governing Documents.

8. **Trash Receptacles.** No garbage or trash shall be placed or kept on the Parcel or 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.

9. **Intentionally Omitted.**

10. **Neighborhood Designation.** Founder hereby declares that the Parcel, and any Units created 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 Parcel, and any Units created 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. **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 and any condominium declaration recorded in the official records of Maricopa County, Arizona, with respect to the Parcel (the "**Condominium Declaration**"), 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.

13. **Commencement of Assessments.** The Units within the Parcel are subject to all assessments duly imposed pursuant to the Covenant and the Charter, which shall be in addition to those imposed pursuant to the Condominium Declaration. 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.

14. **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.

15. **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.

16. **Enforcement.** The Association may recover from the Neighborhood Association created with respect to the Parcel if such Neighborhood Association fails to repair or maintain the Parcel or any Unit or any portion thereof as required by Paragraph 7 above, any and all costs incurred by the Association in performing such repair or maintenance on behalf of such Neighborhood Association pursuant to Paragraph 7 above.

17. **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 any 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.

18. **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 the Parcel is adjacent to streets that serve as principal collector streets for the Village, which may cause Units within the Parcel to be exposed to noise, increased traffic and other matters associated with public use of a principal collector street. Founder hereby gives notice that the Parcel is adjacent to, or in the vicinity of, neighborhood/district parks intended for use and enjoyment by members

of the public, which use may cause Units within the Parcel 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) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **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.

(h) **Nearby Temporary Rock Crushing Operations.** Founder hereby gives notice that the Parcel lies in the vicinity of a temporary rock crushing plant and the increased noise attendant thereto, which may be of concern to Owners, residents and other Persons. All Owners and prospective purchasers are advised that: (i) the operations of such plant involve, among other matters, the use of explosives for the purpose of excavating materials; crushing operations to create various construction materials, including without limitation sand, gravel and rock; and the loading, hauling and stockpiling of sand, gravel and rock for use at construction sites within and outside of the Village; (ii) as a result of such operations, the Units may be subject to the attendant temporary noise, vibrations, dust, air pollution and all other effects that may be caused from time to time by the operation of the rock crushing plant; and (iii) such operations are intended to be conducted during typical construction work hours (as the same may vary from time to time) and in accordance with all the requirements of all applicable state, county and municipal authorities. Founder hereby gives notice that as development of the Village progresses, the temporary rock crushing plant may be relocated at any time and from time to time to a location or locations north of Sunrise Wash as may be determined by Founder in its sole discretion, and Founder hereby reserves to itself and its successors and assigns the right (but Founder shall have no obligation) to so relocate the rock crushing plant from time to time. Each Owner and prospective purchaser is advised to investigate and determine for its own account if the temporary rock crushing plant operations are compatible with such Owner's occupancy, use and enjoyment of the Unit purchased by such Owner.

19. **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.

20. **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 or the Condominium Declaration, the terms of the Covenant or the Charter, as applicable, shall control. In the event of any conflict between the terms of this Supplemental Declaration and the Condominium Declaration, the terms of this Supplemental Declaration shall control.

21. **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.

22. **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 Communities LLC, an Arizona limited liability company, its Manager

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

By: *M Bradley*
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: *Debra Grossman*
Name: *Debra Grossman*
Its: *Trust Officer*

ACKNOWLEDGEMENT:

VERRADO COMMUNITY ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: *[Signature]*
Its: *President*

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20 day of July, 2006, by John Bradley, the VP, of DMB Associates, Inc., an Arizona corporation, in its capacity as Manager of DMB Communities LLC, an Arizona limited liability company, its Manager, 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 27th day of July, 2006, by Debra Grossman, 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.

Robin Mouser
Notary Public

My Commission Expires:

6/15/10



ROBIN L. MOUSER
Notary Public - Arizona
Maricopa County
Expires 06/15/10

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20 day of July, 2006, by REX ROSS, the President, of VERRADO COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, for and on behalf thereof.

Christine Bables
Notary Public

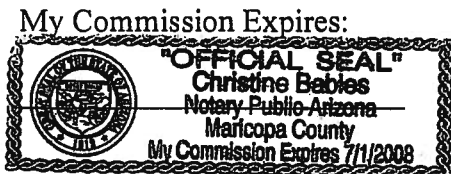


Exhibit "A"

LEGAL DESCRIPTION

ATTACHED

PARCEL NO. 1: VERRADO PROPOSED PARCEL 4.502

A parcel of land lying within Section 19, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Tract 'H3', of Verrado Phase 1 as shown on the Map of Dedication, recorded in Book 612 of Maps, page 39, Maricopa County Records, from which an angle point in the Easterly line of Tract '113', as shown on said Map of Dedication, bears North 01 degrees 20 minutes 03 seconds East (basis of bearing), a distance of 112.59 feet, said Northwest corner also being the point of beginning;

THENCE along said Easterly line, North 01 degrees 20 minutes 03 seconds East, a distance of 112.59 feet to a point of intersection with a non-tangent curve;

THENCE Northerly along said curve, having a radius of 1007.88 feet, concave Easterly, whose radius bears South 87 degrees 56 minutes 20 seconds East, through a central angle of 08 degrees 49 minutes 28 seconds, a distance of 155.23 feet to the most Westerly Southwest corner of Tract 'X', as shown on the Final Plat for Verrado Parcels 4.501, 4.503 and 4.504, recorded in Book 700 of Maps, page 47, Maricopa County Records, and a point of intersection with a non-tangent line;

THENCE leaving said East line and along the Southerly line of Tract 'X', North 59 degrees 26 minutes 15 seconds East, a distance of 32.92 feet to a point of intersection with a non-tangent curve;

THENCE Easterly along said curve, having a radius of 51.50 feet, concave Northerly, whose radius bears North 59 degrees 26 minutes 15 seconds East, through a central angle of 111 degrees 18 minutes 50 seconds, a distance of 100.05 feet to a point of reverse curvature;

THENCE Northeasterly along said curve, having a radius of 9.00 feet, concave Southeasterly, through a central angle of 51 degrees 41 minutes 45 seconds, a distance of 8.12 feet to the curve's end;

THENCE North 89 degrees 49 minutes 10 seconds East, a distance of 334.65 feet to the beginning of a curve;

THENCE Southeasterly along said curve, having a radius of 15.00 feet, concave Southwesterly, through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 23.56 feet to the Westerly line of said Tract 'X' and the curve's end;

THENCE leaving said South line of Tract X, along said westerly line, South 00 degrees 10 minutes 50 seconds East, a distance of 254.17 feet to the beginning of a curve;

THENCE Southwesterly along said curve, having a radius of 15.00 feet, concave Northwesterly, through a central angle of 89 degrees 22 minutes 17 seconds, a distance of 23.40 feet to a point on the Northerly line of said Tract 'H3' and to the curve's end;

THENCE leaving said Westerly line, along said Northerly line, South 89 degrees 11 minutes 27 seconds West, a distance of 31.14 feet to the beginning of a curve;

THENCE Westerly along said curve, having a radius of 484.00 feet, concave Northerly, through a central angle of 09 degrees 25 minutes 36 seconds, a distance of 79.63 feet to a point of reverse curvature;

THENCE Westerly along said curve, having a radius of 516.00 feet, concave Southerly, through a central angle of 09 degrees 25 minutes 36 seconds, a distance of 84.90 feet to the curve's end;

THENCE South 89 degrees 11 minutes 27 seconds West, a distance of 116.86 feet;

THENCE South 87 degrees 29 minutes 11 seconds West, a distance of 164.28 feet to the point of beginning.

Tract X, as set forth on Final Plat for VERRADO PARCELS 4.501, 4.503 and 4.504, according to Book 700 of Maps, page 47, Records of Maricopa County, Arizona.

EXHIBIT "A" MAP WITH LEGAL DESCRIPTION

The Exhibit A Map with Legal Description is available for viewing at the office of:

**GREENBERG TRAURIG
J. Ryan Hamilton
2375 E. Camelback Road #700
Phoenix, AZ 85016**

**Recorded at the Request of:
Fidelity National Title**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20061010695 07/28/2006 02:30
X394056-18-6-6-A
ELECTRONIC RECORDING

**When Recorded Mail To:
Neil D. Biskin, Esq.
Biskind Hunt, PLC
11201 North Tatum Boulevard, Suite 330
Phoenix, Arizona 85028**

Escrow No. 39004056

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VERRADO
PARCEL 4.625**

***This Supplemental Declaration is being re-recorded for the
sole purpose of including the complete legal description
and for no other reason ***