

20243120469

11/07/2024 03:12 PM Page 1 of 22

eRECORDED IN OFFICIAL RECORDS OF PIMA COUNTY, AZ

Gabriella Cázares-Kelly, Recorder

When recorded, please return to
Jeff M. Neff, Esq.
Udall Law Firm
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OLD WEST RANCH – SAHUARITA**

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS.....	1
1.01 Accessory Building.....	1
1.02 Applicant.....	1
1.03 Declarant	1
1.04 Improvement.....	2
1.05 Owner	2
1.06 Parcel	2
1.07 Person	2
1.08 Plat.....	2
1.09 Reserved.....	2
1.10 Property.....	2
1.11 Residence.....	2
1.12 Trail Easement.....	2
 ARTICLE 2. ARCHITECTURAL AND CONSTRUCTION STANDARDS	 3
2.01 Land Use, Building Type and Occupancy	3
2.02 Architectural Review	3
2.03 Construction Type	3
2.04 Quality and Size of Residences and Guest Houses.....	3
2.05 Design Standards and Right to Review.....	3
2.06 Manufactured Homes and Modular Homes	4
2.07 Access to the Parcels.....	4
2.08 Completion of Construction.....	4
2.09 Accessory Buildings	4
2.10 Setbacks	4
2.11 Changes or Alterations of Improvements	4
2.12 Propane Tank Location and Underground Electric Utilities.....	5
 ARTICLE 3. COVENANTS TO PRESERVE THE CHARACTER OF THE COMMUNITY....	 5
3.01 Building and Grounds Maintenance	5
3.02 Restoration	5
3.03 Soils, Grading and Maintenance	5
3.04 Nuisances	5
3.05 Vehicles and Equipment Storage and Repair	6
3.06 Weeds and Insects	6
3.07 Clotheslines, Storage Areas and Dog Runs	6
3.08 Satellite Dishes and Antennas	6
3.09 Solar or Wind Energy Devices	6
3.10 Drilling and Mining Operations	6
3.11 Signs	6
3.12 Animals	6
3.13 Lighting	7
3.14 Garbage and Refuse Disposal	7
3.15 Commercial Enterprises	7
3.16 Firearms	7
3.17 Outdoor Burning	7
3.18 Use of Off Road Motorized Vehicles	7
3.19 Fences	8

3.20 Preservation of Vegetation and Landscaping 8

3.21 Temporary Structures.....8

3.22 Wildfire Defense Zones 9

3.23 Marijuana Cultivation and Use 9

3.24 Utility and Drainage Easements.....9

3.25 Trail Easement.....9

3.26 Community Monument, Community Signage, Community Gates, and Mail Box Kiosk... 10

ARTICLE 4. ARCHITECTURAL REVIEW..... 10

4.01 Approval Authority..... 10

4.02 Submittal of Plans 11

4.03 Approval Process..... 11

4.04 Approval Standards 11

4.05 Variances 12

4.06 No Liability 12

ARTICLE 5. GENERAL CONDITIONS.....12

5.01 Term of Declaration; Termination..... 12

5.02 Amendment of Declaration by Owners or Declarant..... 13

5.03 Notices 13

5.04 Persons Entitled to Enforce Declaration..... 13

5.05 Violations of Law 13

5.06 Remedies Cumulative..... 13

5.07 Costs and Attorney Fees 13

5.08 Limitation on Liability..... 13

5.09 No Representations and Warranties..... 13

5.10 Governing Law 14

5.11 Severability 14

5.12 Resolution of Questions of Construction..... 14

5.13 Metering of Water Usage on New Wells and All Water Pumped On-site to Stay On-site..... 14

5.14 Test Water Quality 14

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OLD WEST RANCH - SAHUARITA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”), is made this 4th day of November, 2024 by OWR Sahuarita Partners, LLC, a Colorado limited liability company (“Declarant”).

BACKGROUND AND PURPOSE

A. Declarant is the owner in fee simple of certain real property (the “Property”) in Pima County, State of Arizona, legally described in the attached **Exhibit A** and incorporated by this reference (the “Property”).

B. The Property has been divided into fourteen (14) separate parcels of land as shown on the attached Record of Survey - Site Plan (the “Parcels”), and Declarant desires to place protective covenants, conditions, easements and restrictions on the Property in order to establish, protect and maintain the quality residential environment, character, values and amenities of the Property.

DECLARATION

Declarant, for itself and its grantees, successors and assigns, imposes and establishes upon the Property, and all of the Property shall be subject in the future to all of the following restrictions, covenants, easements and conditions, all of which shall be deemed to run with the land and shall inure to the benefit of and be binding upon Declarant, its grantees, successors and assigns, and all parties having or acquiring any right, title or interest in or to all or part of the Property.

Declarant shall have, retain and reserve certain rights as set forth in this Declaration with respect to the Property for so long as Declarant or an affiliate of Declarant owns an interest in real property within the approximate 457.85-acre development known as Old West Ranch - Sahuarita (“Declarant’s Interest”). Declarant’s rights shall be deemed excepted and reserved in each conveyance by Declarant.

ARTICLE 1
DEFINITIONS

The following words and phrases, when used in this Declaration, shall have the meanings specified in this Article 1.

1.01 “Accessory Building” shall mean any detached garage, guest house, building, barn, or structure used for storage, or used for any other purpose that is located on a Parcel.

1.02 “Applicant” shall mean any Person, other than Declarant, desiring to build, erect or install any Improvement on a Parcel or on any portion of the Property who submits plans for the Improvement to Declarant, or after Declarant no longer has any interest in the Property, to the duly formed group of Parcel Owners who function in and as the Architectural Review Committee.

1.03 “Declarant” shall mean OWR Sahuarita Partners, LLC, a Colorado limited liability company. A Person shall be deemed a successor or assign of Declarant only if specifically designated

in a recorded instrument as a successor or assign of Declarant under this Declaration, and only as to the particular rights or interests of Declarant under this Declaration that are specifically designated in the recorded instrument. Notwithstanding the foregoing, a successor to OWR Sahuarita Partners, LLC, by consolidation or merger shall automatically be deemed a successor or assign of OWR Sahuarita Partners, LLC, as Declarant under this Declaration without the requirement of recording an instrument. Declarant may terminate its rights under this Declaration by recording a written termination of Declarant rights in the records of Pima County, Arizona.

1.04 "Improvement" shall mean any new construction or addition on a Parcel, as well as anything that alters the previously existing exterior appearance of any Parcel within the Property, including but not limited to Residences, Accessory Buildings, barns, sheds, outbuildings, patios, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, flagpoles, signs, exterior air conditioning units, and poles, tanks, pipes, lines, meters, towers and other facilities used in connection with water, septic, gas, electric, telephone, radio, television (including cable or satellite systems), or other utilities.

1.05 "Owner" or "Parcel Owner" shall mean the record titleholder, whether one or more Persons of fee simple title to a Parcel.

1.06 "Parcel" shall mean a parcel of land within the Property that has been conveyed by Declarant to a third party and/or has been designated as a Parcel in the Plat, or is an identified parcel of unplatted land with a separate Assessor Parcel Number/Parcel ID, together with all appurtenances and Improvements associated with the parcel of land, now existing or subsequently created.

1.07 "Person" shall mean a natural individual, trust or legal entity.

1.08 "Plat" shall mean the Record of Survey for Old West Ranch - Sahuarita, recorded on October 24, 2024 in the records of the Pima County, Arizona Recorder's Office under Sequence No. 20242980615 (the "Plat"). The portion of the Plat showing the Property is attached as **Exhibit B** to this Declaration.

1.09 Reserved

1.10 "Property" shall mean the Plat and real property described on the attached **Exhibit A**.

1.11 "Residence" shall mean an Improvement on a Parcel that is intended or used for residential occupancy. "Guest House" shall mean a smaller Improvement on a Parcel that is intended or used in conjunction with a Residence.

1.12 "Trail Easement" shall mean and refer to: (i) an area being 15 feet in width (except for the area on the Plat marked with a different width) along the common boundaries between Parcels on the interior perimeter of those Parcels which have been identified as having the Trail Easement in those areas, as shown on the Plat; and (ii) an area 30 feet in width along the perimeter of Parcels along the outer property line of the Property, described on the Plat as the Trail and Utility Easement. The Trail Easement is not for public use and is for the exclusive benefit of all Owners of Old West Ranch, their family members, tenants, licensees and invitees and with respect to public utilities installed within the easement, the utilities providers. All Owners have the responsibility for maintenance of their portion of the Trail Easement in accordance with Section 3.25.

ARTICLE 2
ARCHITECTURAL AND CONSTRUCTION STANDARDS

2.01 Land Use, Building Type and Occupancy. All of the Property shall be used for single-family residential purposes only. No more than three (3) Residences may be permitted on any Parcel and no more than two (2) Guest Houses; and all are subject to Pima County ordinances, regulations and permitting requirements. No building or Improvement shall be located on any Parcel nearer than one hundred (100) feet to any Parcel line. No Parcel may be subdivided or further divided. Garages shall be used only for the storage of motor vehicles and accessories, and shall not be converted to living space.

2.02 Architectural Review. No Improvement shall be commenced, erected, placed or maintained on any Parcel without the prior approval of Declarant as provided in Article 4 for so long as Declarant's Interest exists. After Declarant's Interest no longer exists, any violation of the architectural and design provisions of this Declaration may be enforced against the Person in violation pursuant to Section 5.04.

2.03 Construction Type. All construction shall be new. No mobile home, modular or manufactured home may be placed on a Parcel. No building previously used at another location, nor any building or Improvement originally constructed as a mobile dwelling may be moved onto a Parcel, except for temporary construction storage purposes (and not for a temporary residence) for a period not to exceed twelve (12) months.

2.04 Quality and Size of Residences. It is the intention and purpose of this Declaration to assure that all Residences contain a high quality of workmanship and material. All Parcels shall be used only for custom-built residential homes and country estates of harmonious design, complementing the natural terrain of the Property and complementing other homes constructed on the Property. The floor area of Residences on the Parcels, exclusive of one-story open porches and garages, shall be as follows:

- (a) For single-family, single-story homes (including raised ranches), not less than 1,500 square feet on the main floor, excluding the garage.
- (b) For single-family, two-story homes, not less than 2,000 square feet on the main two floors (which may also include a basement area), excluding the garage.
- (c) All Residences must include a private garage for not less than two motor vehicles. Garages may be attached to or detached from the Residence.
- (d) All Guest Houses shall be not less than 400 square feet and may not exceed the total square footage of the main Residence they are associated with.

2.05 Design Standards and Right to Review. The following standards shall be adhered to in all design and construction of Improvements.

- (a) Color schemes will be compatible with the natural environment of the Property. Subdued, unobtrusive natural or earth colors, and trim and accent wall paint of a brighter but compatible color with the natural environment are encouraged.
- (b) All chimneys and all exterior flues shall be fully enclosed. Spark arrestors shall be required on all chimneys.

(c) Roof materials and color shall be consistent with the architecture, color, and exterior wall material of the house. Concrete, clay or synthetic tiles, asphalt shingles, or high quality metal are acceptable. Other materials may be allowed where they are of equal quality and appropriate to the design and appearance of the structure.

(d) The primary exterior finish will be wood or wood siding, stucco, brick or stone. Heavy gauge metal may be allowed for a Residence depending upon several factors, including without limitation, design, architecture, colors and additional exterior finishes; all of which must present the appearance of a high quality site built house.

(e) No part of any concrete wall shall be visible from the front or rear of structure at a height greater than 12 inches above finished ground level unless finished with stucco, brick, stone, colored patterned concrete or other material approved by Declarant.

2.06 Manufactured Homes or Modular Homes. No manufactured homes nor modular homes are permitted.

2.07 Access to the Parcels. The driveway or access road from the dedicated roadways (S. Mission Rd., Helmet Peak Rd. and S. Avenida Uno) ("Public Roads") to the Residence must be improved with paving, road base or similar material such as crushed asphalt or rock. Driveways should have a culvert installed at the Public Roads intersection with the new driveway if required by the Department of Transportation/municipality approving all driveway permits. A Parcel Owner is responsible for compliance with all county regulations and ordinances concerning installation of a driveway or access road.

2.08 Completion of Construction. Construction of a Residence and any other Improvement consisting of a building or structure must be completed within twelve (12) months from commencement of construction. All vegetation and other surface areas of a Parcel disturbed by construction activities will be promptly revegetated and restored to its prior natural condition or otherwise landscaped so as not to leave a scared or unpleasant appearance. No building material of any kind may be stored upon any Parcel except in connection with construction of the Improvement. Construction shall be promptly commenced and diligently pursued as soon as any building materials are placed on any Parcel. If any such structure under construction is abandoned, Declarant, the ARC, and/or any other Owner shall have the authority to take enforcement action against the Owner to cause the removal of all or portions of such structure so as to prevent it from being unsightly. Notice of intent to initiate enforcement action to remove the structure shall be given to such Owner by email (if known) and U.S. Mail, and will also be posted on the Parcel at least ten (10) days prior to initiating such action, and if the enforcement action is successful and the structure is removed, the Owner of the Parcel shall be liable for all costs of such work, and the Parcel may be subject to a lien for costs incurred for the removal.

2.09 Accessory Buildings. Accessory Buildings shall harmonize or be complementary in appearance with the Residence. Plans for an Accessory Building, including the location on a Parcel, require the prior approval of Declarant as provided in Article 4 for so long as Declarant's Interest exists, and thereafter, to the ARC, as provided in this Declaration.

2.10 Setbacks. No structure of any kind shall be located on any Parcel nearer than 100 feet from the front Parcel line as measured from the edge of the Public Road adjacent to the Parcel, nor nearer than 100 feet from any rear Parcel line, 100 feet from any side Parcel line, or 100 feet from a corner of a Parcel. Eaves, steps and open porches shall be considered as part of the structure.

2.11 Changes or Alterations of Improvements. No change in color or other exterior

appearance of buildings, fences or other structures, or alterations to a Residence, structure, fence, landscaping plan or any other previously approved Improvement shall be made until the proposed change or alteration has been approved by Declarant or the ARC as provided in Article 4.

2.12 Propane Tank Location and Electric Utilities. Any propane tank located on a Parcel must be buried or located in an area of the Parcel that is either not visible from or is adequately screened from any adjacent Public Road and neighboring Parcels. All electric utilities serving Improvements on a Parcel should be put underground, unless not possible.

ARTICLE 3

COVENANTS TO PRESERVE THE CHARACTER OF THE COMMUNITY

3.01 Building and Grounds Maintenance. An Owner shall repair and maintain the exterior of all Improvements on the Owner's Parcel in a state of good condition and repair. Such obligation includes, but is not limited to, maintaining the exterior materials and finishes of the Improvements, any approved fencing, landscaping and driveways.

3.02 Restoration. If any Improvement on a Parcel is destroyed in whole or in part, it must be rebuilt and/or all debris must be removed, and the Parcel restored to a safe and attractive condition. Such restoration must be commenced within sixty (60) days after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed ten (10) months after the date the damage occurred.

3.03 Soils, Grading and Maintenance. The soils within the State of Arizona vary greatly. A soils report prepared for Declarant identified Silty, Clayey Sands with varied gravel content. No water was discovered in any of the two test pits dug by the geotechnical company, but water levels can vary greatly from area to area. Expansive soils and low-density soils, and an alluvial high water table may adversely affect the integrity of any Improvement if the Improvement and the Parcel containing it are not properly constructed or maintained. Expansive soils contain clay minerals which have the characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils, and the addition of moisture to low-density soils causes a realignment of soiled grains thereby resulting in consolidation and/or collapse of the soils. Each Owner should have a soils report prepared for each Improvement and septic system with recommendations specifically for the intended Improvement on the Parcel. Parcel Owners should also take special note and care to insure and maintain water drainage away from the Residence and other structures and not to interfere with the natural drainage patterns or those established by any grading for the Property and the finished grading set by a builder. Drainage patterns cannot be directed to adjacent Parcels but must be maintained within the boundaries of the Parcel generating the drainage and then to adjacent roads or drainage easements.

3.04 Nuisances. No noxious or offensive activity shall be carried on upon any Parcel, and nothing shall occur on a Parcel or within the Property, including the roads, to cause annoyance, embarrassment, discomfort, or a nuisance in the community, or which unreasonably offends or disturbs any Owner or occupant or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Parcel or any portion of the Property by Owners or occupants. No hazardous activity shall be permitted on any Parcel or in any Residence or Improvement. No annoying lights, sounds or odors shall be permitted to emanate from any Residence or other Improvement on a Parcel, or within the Property. Refuse piles or other unsightly materials or objects shall not be allowed to be placed or remain in open storage upon Parcels. All applicable laws, ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

3.05 Vehicles and Equipment Storage and Repair. The outside non-commercial parking of an Owner's or occupant's motor vehicles, boats, trailers, travel trailers, campers and recreational vehicles on a Parcel is allowed. Owners are encouraged to store such vehicles in an Accessory Building or be adequately screened so as not to be visible from neighboring properties and adjacent roads. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on the Property except in an enclosed Improvement or sufficiently screened.

The non-commercial maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine, apparatus, trailer, or equipment may be performed on a Parcel. Owners are encouraged to perform such activities within an Accessory Building or Improvement or be sufficiently screened to avoid unsightly visual effects and noise that can be seen or heard from neighboring properties and adjacent roads. Equipment, tools and other items must be stored in an Accessory Building or adequately screened so as not to be visible from neighboring properties and adjacent roads.

3.06 Weeds and Insects. All Parcels are to be kept free of noxious weeds, diseased vegetation and harmful insects. Owners are responsible for ensuring weed control and eradication in accordance with state and county laws and regulations.

3.07 Clotheslines, Storage Areas and Dog Runs. Outdoor clotheslines, poles, dog runs, service yards, wood piles and storage areas will be placed so as not to either be visible from neighboring properties or adjacent roads or to create an unsightly condition.

3.08 Satellite Dishes and Antennas. A satellite dish/antenna should be placed in the rear or side yard in such a manner that it is screened from neighboring properties and adjacent roads, when possible. Rooftop mounting that is visible from neighboring properties or adjacent roads is discouraged. The satellite dish/antenna should be installed at the lowest possible placement, utilizing ground level siting (unless a signal is not attainable). The satellite dish/antenna should be screened to minimize its visual impact to surrounding areas.

3.09 Solar or Wind Energy Devices. All solar or wind energy devices installed on a Parcel may only serve the Parcel upon which it is installed, must be designed and stamped by a licensed professional and located on the Parcel in an area that is adequately screened so as to reduce its visibility from neighboring properties or adjacent roads. All solar and wind energy devices must also comply with any governmental-imposed requirements.

3.10 Drilling and Mining Operations. Except for the drilling of a domestic water well for use on the Parcel, no Parcel Owner may engage in drilling, development operations, refining, quarrying or mining operations of any kind on a Parcel.

3.11 Signs. No signs, billboards, poster boards or advertising structures of any kind shall be erected or maintained on any Parcel or Improvement for any purpose whatsoever, except for one sign for privacy or identification of not more than one (1) foot square area in size, and one sign of not more than six (6) square feet in size advertising the Parcel for sale or rent. This restriction does not apply to any temporary signs erected by Declarant to market Parcels within the Property, or a monument sign placed on any Parcel by the Declarant identifying the Property/community.

3.12 Animals. A reasonable number of livestock or poultry may be raised, bred or kept upon a Parcel, including animals for 4-H and FFA activities. No more animals than may be permitted by applicable governmental laws, ordinances and regulations may be kept or maintained on a Parcel. No animal may be allowed to run loose off of a Parcel. No animal of any kind shall be

permitted which makes an unreasonable amount of noise or odor or is otherwise a nuisance. No animals may be kept, bred or maintained on a Parcel for any commercial purpose; provided that limited animal breeding and raising may be done on the Parcel by the Owner or occupant, and further provided that all activities occur in a restricted area on the Parcel. The Owner of a Parcel upon which an animal is kept is responsible for payment of any and all damage caused to the property of others. Owners are responsible for cleaning up after their animals on any portion of the Property.

No stables, corrals or any structure for the housing, feeding or use of livestock shall be located or placed closer to one hundred (100) feet to any adjoining Parcel line or closer than one hundred (100) feet to a road. All stables, corrals or any structure for the housing, feeding or use of livestock shall be approved as to location and design by Declarant or the ARC.

Grazing of horses or other livestock outside a corral, stable or barn must be limited to ensure that the natural vegetation on a Parcel is not overgrazed. Corrals must have three (3) or more rails or be constructed of sturdy fencing to ensure retention of livestock. All stables and corrals shall be maintained in a sanitary condition.

3.13 Lighting. Exterior lighting installed on any Parcel shall either be indirect or of such controlled focus and intensity that such lighting will minimize off-site illumination and not disturb the residents of adjacent Parcels. No up lighting is allowed, unless such is either low voltage or LED and has no more than 300 lumens. Pole lights are limited to a maximum of eighteen (18) feet in height.

3.14 Garbage and Refuse Disposal. No portion of any Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, ashes, rubbish, grass and shrub clippings, building materials, scrap materials or other waste shall not be kept on a Parcel except in closed sanitary containers. Trash cans shall be kept inside an enclosed area or screened from view of other Parcels or adjoining roads. No dumpster or similar larger container may be maintained on a Parcel that is within view from another Parcel or adjoining road; excepting therefor one used as a temporary use for construction or remodeling purposes for no more than forty-five (45) days.

3.15 Commercial Enterprises. No commercial enterprises shall be conducted or maintained upon or in connection with any Parcel, nor shall any Parcel be used in any way for other than strictly single-family residential purposes as provided herein, except that offices or home-based businesses may be maintained in accordance with applicable county zoning ordinances and regulations. However, this Section shall not apply to any sales or construction office located on any Parcel which is maintained by Declarant or a builder during the construction and sales period.

3.16 Firearms. Discharge of firearms on and within a private range is permitted on a Parcel, provided it is conducted in a safe and protected manner and in accordance with all federal, state and local laws and ordinances, is exercised with due care and caution and does not constitute a nuisance under Section 3.04.

3.17 Outdoor Burning. Outside burning of leaves, trash, garbage or household refuse is not permitted. Fires in barbecues, covered fire pits and outside fireplaces contained within receptacles intended for such purpose will be allowed. An Owner must not permit any condition on a Parcel that creates a fire hazard or is in violation of fire prevention regulations adopted by any governmental authority having jurisdiction and control over outside burning.

3.18 Use of Off Road Motorized Vehicles. Off road motorized vehicles, including but not limited to, dirt bikes, off-road motorcycles, quads, side-by sides, and ATVs, may not be

operated on the Trail Easement. An Owner may use such motorized vehicles on the Owner's Parcel, provided the use occurs during daylight hours only and does not create a nuisance such as excessive noise or dust and further provided that such use is not on the Trail Easement within the Owner's Parcel.

3.19 Fences. Except for "invisible fencing" used for pet control, fences must comply with the following:

- (a) Livestock fencing and corrals shall be sturdy and constructed of wood, white or brown vinyl, wire (smooth or barbed), electric fencing, or strap fencing.
- (b) Privacy fencing materials will be either white or brown vinyl or natural wood in a color compatible with the exterior finish of the Residence, with pickets up to 6 feet in height. Privacy fencing is recommended to be placed adjacent to the Residence or an Accessory Building and must be at least seventy-five (75) feet from any property line, including seventy-five (75) feet from the front property line as measured from the edge of the Public Road adjacent to the Parcel.
- (c) Dog runs shall be a maximum of six (6) feet in height and must be at least seventy-five (75) feet from a property line and adequately screened from adjacent roads.
- (d) Side and rear boundary fencing, if any, must not fence in the Trail Easement within the Owner's Parcel (e.g., the fencing must be installed on the interior boundary of the Trail Easement to allow access by users). The suggested and preferred materials to be used for side and rear boundary fencing is white or brown vinyl post and rail fencing or white or brown vinyl post or pole, with smooth (three or four) wire, or hog wire with white or brown vinyl or wood posts or poles.
- (e) Owners shall be responsible for maintaining the perimeter fencing on their Parcel, including any repairs that may be required or necessary to maintain an unbroken fence line and a sturdy appearance.

3.20 Preservation of Vegetation and Landscaping. All Improvements shall be located on Parcels so as to minimize damage to existing natural growth. Parcels shall be maintained in their natural state as nearly as possible. Regarding the area adjacent to each Parcel that sits outside the perimeter fence and over to the surface of the roadway, herein referred to as the Right-of-Way ("ROW"), each Parcel Owner shall maintain the area of ROW that is adjacent to their Parcel in a neat, trimmed and orderly manner, to include being free from debris of all kinds, dead plant, tree or cacti growth. Parcel Owners shall take care and caution when working in the ROW area and shall not do any removal of living major vegetation or growth or make any permanent improvements or alterations to the ROW area.

3.21 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, excavation or other building will be permitted on any Parcel for a period longer than two weeks, except as may be determined to be necessary during construction and /or specifically approved by Declarant, for so long as Declarant's Interest exists, and thereafter, as permitted by the ARC and/or under this Declaration and allowed under applicable laws, ordinances, and regulations. During construction of a Residence, an Owner may occupy a recreational vehicle that is no older than twenty (20) years from manufacture date, and for no longer than twelve (12) months. Such recreational vehicle shall be screened from other Parcels and the adjoining roads and may not evacuate any materials from holding tanks or otherwise onto the Parcel.

3.22 Wildfire Defense Zones. Fire-wise landscaping, fuel storage and fire mitigation guidelines issued by the fire protection district serving the Property or other governmental agency must be followed at all times. Each Owner is responsible for safely managing the landscape, trees, brush and other vegetation on such Owner's Parcel to reduce the hazards from fire.

3.23 Marijuana Cultivation and Use. No Owner or occupant of a Parcel may utilize any portion of a Parcel, including the Residence or any Accessory Building, for the purpose of cultivation or production of marijuana, including medical marijuana, for other than their own personal use as allowed by applicable laws and ordinances. If an Owner or occupant grows or produces marijuana for personal use only, such operation must not create a nuisance or unreasonable objectionable odor and must be in full compliance with state and local laws and ordinances. No Owner or occupant may use any portion of a Parcel for the distribution or sale of marijuana.

3.24 Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities and for other uses are reserved as shown on the Record of Survey of the Property and as may be shown in documents recorded in the title to each Parcel. Within the utility and drainage easements, no structure, planting or other material shall be placed or permitted to remain which damages or interferes with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. Drainage easements and all related drainage facilities in those drainage easements shall be maintained by the Owner of the Parcel where the drainage easement is located, except for Improvements or facilities for which a public authority, private company or utility company is responsible. When installing Improvements on a Parcel, an Owner is responsible for locating all utility lines and easements. An Owner should request the location of underground utility lines and easements through a utility line location center or provider.

3.25 Trail Easement. There is hereby reserved to the Declarant, and to each Owner of a Parcel within Old West Ranch, an easement to, over, and upon all the areas described as the Trail Easement as defined in Section 1.12 as shown on the Record of Survey as the Trail & Utility Easement. The Trail Easement may be used by Owners for horseback riding, bicycle riding, walking, jogging or related activities and for drainage, and may also be used by utilities providers for the installation of underground utilities, understanding necessary transformer boxes and other equipment that must be located above ground, may be above ground, (where such utilities exist, the utility provider is hereby granted a license to use the Trail Easement to access such utilities as deemed reasonable and prudent by such utility provider). Motorized vehicles are not permitted in the Trail Easement, except as required to perform maintenance of the easement or operation and maintenance of utilities located within the Trail Easement, and except for access in the event of an emergency. No Owner or other Person may obstruct or otherwise prohibit or limit access to the portion of the Trail Easement on an Owner's Parcel. All users must pick up and dispose of the waste deposited by their animals. Any user of the Trail Easement, by virtue of using the easement, agrees to indemnify, defend, and hold harmless the Declarant, any Owner, and any utility provider that maintains utilities within the Property) from any and all claims, damages, causes of action, suits or other matters arising out of or related to the user's use of the easement, or the user's presence on and within the Trail Easement. All such users accept the risk of and responsibility for injuries, claims, and damages arising out of any and all activities of the kind and nature contemplated by this easement. Any user of the Trail Easement, by use of the easement, acknowledges receipt of the following warning:

Under Arizona Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent

risks of equine activities, pursuant to section 12-553, Arizona Revised Statutes.

The Trail Easement shall be dedicated to and maintained in substantially the same configuration as is set forth on the Record of Survey, in perpetuity. Each Parcel Owner is responsible, at their sole expense, for maintaining the Trail Easement on their Parcel in good condition and repair, to include mowing, trimming or other required maintenance, and keeping it clear of debris and animal droppings. This may be accomplished by all Parcel Owners hiring a third party (which may include a Parcel Owner with proper equipment) to maintain the trails within the Trail Easement and in that case, each Parcel Owner will be responsible for 1/14 of the total cost. The maintenance obligation commences as of the date of transfer of ownership of the Parcel to the Owner.

The Property adjoins State of Arizona Land and Bureau of Land Management Land. Declarant shall initially identify areas of the Trail Easement that are conducive to allow access from the Property onto either or both of these public lands. Declarant shall install a gate at these locations and provide the Owners with information about any locks or restrictions on access to or operation of the gates. After the time when Declarant does not own any Interest in the Property, Owners, by a vote of a majority of Owners (eight [8]) may alter, change, or add the location of these access points. It is the stated intention of Declarant that the Property always maintain access from the Property visa vie the Trail Easement onto public lands which permit access by the public.

If an Owner owns two or more contiguous Parcels, the Trail Easement may be released or eliminated as to the common boundary between adjacent Parcels in common ownership, during the period of time of common ownership, but not in any area around the perimeter of the Property.

The Trail Easement may not be terminated without an amendment to this Declaration approved by at least eighty-five point seven percent (85.7%) of the Parcel Owners.

3.26 Community Monument, Common Area Signage, Community Gates and Mail Box Kiosk. Declarant has constructed a Property Monument ('Monument'), fencing with signage identifying the community ('Signage'); each with the community name of Old West Ranch, installed certain community gates that provide access along the Trail Area and in certain areas onto State or BLM Land ('Community Gates'), and installed a Mail Box Kiosk that benefits all Parcel Owners (collectively, the "Common Facilities"). These Common Facilities are shown on the Record of Survey Plat and identified as "Monument Easement", Mail Box Easement, and Common Area Signage". Specifically, these items are located as follows: The Monument is located on Parcel 14, the Common Area Signage is located on Parcels 1, 7, & 8, and along the Trail Area on Avenida Uno and S. Mission Road, between Parcels 8 & 9, the Community Gates are shown on the Record of Survey and may be changed from time to time, and the Mail Box Easement is located on Parcel 12. At such time as maintenance or repair of the Common Facilities is required, all Parcel Owners must contribute their fair share toward the maintenance and repair costs by paying 1/14 of such costs. Any damage to the Common Facilities caused by the activities of an Owner, its family members, contractors or invitees shall be promptly repaired by the Owner responsible for the damage.

ARTICLE 4
ARCHITECTURAL REVIEW

4.01 Approval Authority. For so long as Declarant's Interest exists, Declarant shall have the authority to approve plans for Improvements as set forth in this Declaration. After Declarant has

sold the last Parcel of the Property and no longer holds any Interest in the Property, Owners shall form an architectural review committee comprised of a minimum of three (3) Owners who are duly elected by a majority vote of the Owners, to serve in this capacity, to continue this overview and approval process (the "ARC"). In the event that an architectural review committee is not so formed or maintained of Owners, an Owner shall proceed with their plans that shall be in strict conformance and compliance with these Declarations. Additionally, if any Owner or Owners believe there has been a violation or material non-compliance with any of the requirements hereof, that Owner or Owners may bring an action against the Owner who is considered to have violated same (the "Presumed Breaching Owner"). Any Owner or Owners may also seek an injunction against the Presumed Breaching Owner if it is believed that without same, a material breach may occur that is detrimental to the Property and other Owners.

4.02 Submittal of Plans. Any Applicant desiring to build or install any Improvement, or to alter, remove, add to or change any previously approved or existing Improvement on any Parcel, shall submit two sets of plans to Declarant. The plans must show the shape, dimensions, materials, floor plans, location, exterior elevations, alterations, grading, drainage and color scheme for the Improvement. Plans shall include a page that illustrates (i) where the Improvement(s) and or Residence is proposed to be located, (ii) all Parcel boundaries and the Trail Easement as it affects the Parcel, (iii) where the access driveway is to be located and how it is conceived to connect to the Improvement(s) and or the Residence, (iv) the location of the propane tank, and (v) the location of adjoining Parcels and Parcels which may be affected by the view of the Improvement(s) and or Residence. Owners are compelled to consider their neighbors and their views and how they may be impacted by the proposed Improvement(s) and or Residence. Incomplete submittals will be returned to the Applicant without review. The Applicant must provide an address (including an electronic mail address, if applicable) where the written decision may be transmitted. Declarant may charge reasonable fees to cover expenses for the professional review of the Plans, if required.

4.03 Approval Process. The Applicant shall submit the plans on a date sufficiently far in advance of commencement of construction to allow Declarant to complete its review of the plans within the time limits set forth in this Section. Following the submittal of the plans, Declarant shall have no more than fourteen (14) days in which to provide its written decision to the Applicant, which decision may be: i) approval; ii) approval subject to certain conditions, or iii) disapproval. If necessary, Declarant may have an additional seven (7) days for review of the plans as long as notice of such extension is provided to the Applicant within the original 14-day review period and if the need for an extension is due to the Applicant's failure to timely provide sufficient information to Declarant in order to render a decision. If Declarant does not act within fourteen (14) days following submission, the plans shall be deemed disapproved.

4.04 Approval Standards. In granting or withholding approval of matters submitted to it, Declarant or the ARC shall consider the specific standards and specifications set forth in this Declaration and any other matter, whether objective or subjective, that Declarant believes is relevant to the issue presented. Declarant has the authority to disapprove the location of an Improvement if, in Declarant's sole discretion, Declarant believes the location may negatively impact the views from Residences or Improvements on other Parcels. Declarant shall have the right to disapprove any plans or details submitted to it if it determines, in its sole discretion, that the proposed Improvement is not consistent with any provision of this Declaration; if the plans submitted are incomplete; or if Declarant deems the plans or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the Property or the Owners. If Declarant believes there may be questions of structural integrity, it may, as part of the review process, require certification of the final plans and specifications by a professional architect or engineer licensed in Arizona. Owners acknowledge that architectural review is inherently a subjective process, and that Declarant is given wide discretion in carrying out its function. The decisions of Declarant shall be final and binding.

4.05 Variances. Declarant shall have the authority to grant for a Parcel a variance from any provision of this Declaration. Such variance will only be made upon a finding of exceptional and extraordinary circumstances where literal enforcement of the covenant will create a material hardship to the Applicant, and that such a variance is not contrary to the interests of the Property and Owners. A variance may be made subject to terms and conditions approved by Declarant. If a variance is denied, the Applicant may not bring another application for a materially similar variance for the same Parcel for a period of one year after submittal of the original request.

4.06 No Liability. The Declarant, or any member, agent or representative of Declarant, shall not be liable in damages or otherwise to anyone submitting plans for approval or requesting a variance, or to any Owner or other Person, by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve the Plans or variance. Approval by Declarant shall not mean that plans are in compliance with the requirements of any local building codes, zoning ordinances, or other governmental regulations, and it shall be the responsibility of the Owner or Applicant to comply with all codes, ordinances and regulations.

4.07 Additional ARC Information. The number of Parcel Owners, their positions, terms and conditions of their service, shall all be decided by the majority vote of the Parcel Owners, but shall not be less than three (3) Parcel Owners. Any elected member of the ARC whose performance is found objectionable by other Owners may be removed by a majority vote of Owners at a duly called and held meeting of Parcel Owners. In the event of the death, removal or resignation of any elected member of the ARC, the remaining members of the ARC shall designate a successor from a list of volunteers to fulfill the remaining term. The ARC should develop a list of all Parcel Owners, their mailing and email addresses for accurate and timely communications. The ARC shall maintain minutes of its meetings and decisions. It should retain a complete file of applications, Plans and subsequent requests for additions or changes. Said documents should be retained in perpetuity by the Chairman of the ARC. Neither the members of the ARC nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. Requests and plans must be submitted in writing to any member of the ARC and a written, dated receipt of such submission must be obtained from the ARC. A simple majority vote will determine approval or disapproval. The purpose of the ARC is to assure through intelligent and reasonable architectural control of building design, placement, materials, colors and construction to comply with the spirit of this Declaration so that the Property shall remain an attractive residential community, create and maintain a high quality living experience, and to uphold and enhance property values.

4.08 Submittal to Pima County for Permitting. No formal submittal to Pima County for plan review and building permits shall be made until approval by the ARC has first been granted.

ARTICLE 5 GENERAL CONDITIONS

5.01 Term of Declaration; Termination. Unless amended as herein provided, all provisions of this Declaration shall be effective for twenty (20) years following the date this Declaration is recorded, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by written agreement of at least eighty-five point seven percent (85.7%) of the Owners subject to this Declaration and the consent of Declarant for so long as Declarant's Interest exists as of the date of termination. Notice of the termination shall be acknowledged by the required number of Owners in a written instrument and recorded in the Pima County records.

5.02 Amendment of Declaration by Owners or Declarant. Except as specifically set forth in other provisions of this Declaration, any provision, covenant, condition or restriction contained in this Declaration may be amended, added, modified or repealed upon the approval of at least seventy-one point four percent (71.4%) of the Owners, with each Parcel having one vote, and with the written approval of Declarant, for so long as Declarant's Interest exists. No amendment may be made to a provision that will eliminate any easement or government-required obligation or that will diminish the quality, value, desirability and attractiveness of the Property. An approved amendment shall be evidenced in a written instrument acknowledged by the required number of Owners and recorded in the Pima County records.

Declarant may amend or repeal any provisions of this Declaration without Owners' approval by recording an instrument setting forth such amendment or repeal and upon the satisfaction of one or more of the following conditions: a) The conveyance of the first Parcel by recorded deed to an Owner other than Declarant has not yet occurred; and b) A government agency requires an amendment or repeal as a condition to making, purchasing, insuring or guaranteeing mortgages, or an amendment or repeal is required in order to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, HUD, FHA, Arizona Department of Real Estate, or other government mortgage agency.

5.03 Notices. Except as may be otherwise provided in this Declaration, any notice must be in writing and may be served either personally, or by nationally recognized overnight delivery service or by U.S. certified mail. If served by mail or overnight delivery upon an Owner, notice shall be sent postage prepaid, addressed to the Owner's address shown in the Pima County Assessor records. In addition to the above, an effort should be made to send a copy of any Notice by email, if an email address is known.

5.04 Persons Entitled to Enforce Declaration. Declarant, the ARC and any Owner (acting on such Owner's own behalf) shall have the right, but not the obligation, to enforce any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of this Declaration, and all other rights and remedies provided in this Declaration or available at law or in equity.

5.05 Violations of Law. Any violation of any federal, state or county law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Property is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

5.06 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

5.07 Costs and Attorney Fees. In any action or proceeding to enforce any provision of this Declaration, the party who prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees, costs and expert witness fees.

5.08 Limitation on Liability. Declarant and any agent or employee of Declarant and/or the ARC shall not be liable to any Owner for any action or for any failure to act if the action or failure to act was in good faith and without malice.

5.09 No Representations and Warranties. **No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, or by any of its officers, members, agents or employees, in connection with any**

portion of the Property or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, retention of views, or in connection with the development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless specifically set forth in writing.

5.10 Governing Law. This Declaration shall be interpreted and governed in accordance with the laws of the State of Arizona. The exclusive venue for any legal action shall be in Pima County, Arizona.

5.11 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

5.12 Resolution of Questions of Construction. If any doubt or question arises concerning the true intent or meaning of any of the provisions, covenants, conditions and restrictions contained in this Declaration, the Declarant, for as long as Declarant's Interest exists, shall determine the proper construction of the provisions in question and shall set forth the meaning, effect, and application of the provision in a written document acknowledged by the Declarant and recorded in the Pima County records. This determination will thereafter be binding on all parties so long as it is not arbitrary or capricious.

5.13 Metering of Water Usage on New Wells and All Water Pumped On-site to Stay On-site. Regarding Parcels 8, 9, 10, 11, 12, 13 & 14; underlying title documents require all new wells drilled on the land that these Parcels occupy to be subject to the following requirements: *"No water pumped or produced from the Property described herein shall be transported off or used off the property at any time by Grantee, his successors or assigns nor any other person or persons claiming under him. This covenant will expire on termination of the FICO Agreement as described in the Declaration of Reservations, Covenants, and Easements running with the land recorded on December 20, 1979 in Docket 6223, at Page 671, et seq."*

There were portions of the above-mentioned document, which was re-recorded two times that required new wells to have a meter on them measuring the amount of water being pumped, for logs to be maintained for five (5) years and access to be available for inspection of the well and logs. It is unclear whether this provision applies to the identified Parcels or other Parcels within the Old West Ranch Property due to the illegible portions of the legal descriptions on the older recorded documents; therefore, Declarant recommends that all Parcel Owners have a water usage meter installed on their new well pumps and maintain a log of usage as a preventative measure.

5.14 Testing Water Quality. The Arizona Department of Health Services ('ADHS') provides information on well water quality, recommendations for testing, and a list of labs that can do independent testing. ADHS recommends that you have a new well tested for arsenic, fluoride, lead, nitrates, total coliform bacteria, total dissolved solids, and uranium. Then, have the well tested once a year for total coliform bacteria and nitrates, and tested every five years for arsenic, fluoride, and uranium. You can find more information about water quality at wells in your area from ADHS or the Arizona Department of Environmental Quality.

[SIGNATURE ON NEXT PAGE]

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That portion of Section 13, Township 17 South, Range 12 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, and that portion of the Waring Lode Mining Claim in Pima Mining District being shown on Mineral Survey No. 4187 on file in the Bureau of Land Management as granted by Patent recorded in Book 34 of Deeds of Mines at Page 220, Pima County Records, described as follows:

Beginning at the Southeast corner of said Section 13; Thence North 89 degrees 55 minutes 36 seconds West along the South line of said Section 13, a distance of 343.54 feet to the Easterly right of way line of Mission Road as re-established from the existing paving of said road; Thence North 11 degrees 26 minutes 02 seconds West along said right of way line, a distance of 372.50 feet to a point of curvature of a tangent curve concave to the West; Thence Northerly along the arc of said curve, to the left, having a radius of 957.49 feet and a central angle of 13 degrees 52 minutes 12 seconds for an arc distance of 231.79 feet to a point of tangency; Thence North 25 degrees 18 minutes 14 seconds West along said right of way line a distance of 430.76 feet to a point of curvature of a tangent curve concave to the Southwest; Thence Northerly along the arc of said curve, to the left, having a radius of 1,247.53 feet and a central angle of 32 degrees 57 minutes 22 seconds for an arc distance of 717.57 feet to the point of tangency; Thence North 58 degrees 15 minutes 38 seconds West along said right of way line a distance of 434.74 feet to a point of curvature of a tangent curve concave to the Northeast; Thence Northerly along the arc of said curve, to the right, having a radius of 1,382.40 feet and a central angle of 24 degrees 53 minutes 38 seconds for an arc distance of 600.62 feet to a point of tangency; Thence North 33 degrees 21 minutes 58 seconds West along said right of way line a distance of 2519.86 feet to a point of curvature of a tangent curve concave to the Northeast; Thence Northerly along the arc of said curve, to the right, having a radius of 1,859.86 feet and a central angle of 29 degrees 57 minutes 08 seconds for an arc distance of 972.27 feet to a point of tangency; Thence North 03 degrees 24 minutes 50 seconds West along said right of way line a distance of 40.50 feet to a point 75.00 feet South of and parallel with the North line of said Section 13, said point being on the South right of way line of Helmet Peak Road; Thence South 89 degrees 43 minutes 16 seconds East along said parallel line a distance of 3,606.47 feet to the East line of the Northeast quarter of said Section 13; Thence South 00 degrees 18 minutes 59 seconds East along said East line a distance of 2,555.56 feet to the Southeast corner of said Northeast quarter; Thence South 00 degrees 18 minutes 15 seconds East along the East line of Government Lot 1 and 4 of said Section 13 a distance of 2,630.26 feet to the Point of Beginning.

Except any and all rights to oil, gas, minerals and associated hydrocarbons as reserved in Docket 2220 at Page 266 and in Docket 7944 at page 314,

Parcel 2:

That portion of Sections 12 and 13, Township 17 South, Range 12 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the Southwest corner of said Section 12; Thence North 00 degrees 26 minutes 09 seconds West along the West line of said Section 12 a distance of 1,850.77 feet to the Westerly right of way line of Mission Road as shown on Book 2 of Records of Survey at page 57, Records of Pima County, Arizona, said point being on the arc of a non tangent curve concave to the Southwest; a radial line of said curve through said point having a bearing of North 42 degrees 32 minutes 51 seconds East; Thence Southerly along the arc of said curve, to the right, having a radius of 2814.79 feet and a central angle of 08 degrees 52 minutes 55 seconds for an arc distance of 436.35 feet to a point of tangency; Thence South 38 degrees 34 minutes 14 seconds East along said right of way line a distance of 630.70 feet to a point of curvature of a tangent curve concave to the Northeast; Thence Southerly along the arc of said curve, to the left, having a radius of 1,195.92 feet and a central angle of 24 degrees 57 minutes 28 seconds for an arc distance of 520.94 feet to a point of tangency; Thence South 63 degrees 31 minutes 42 seconds East along said right of way line, a distance of 162.19 feet to a point of curvature of a tangent curve concave to the Southwest; Thence Southerly along the arc of said curve, to the right, having a radius of 666.20 feet and a central angle of 60 degrees 46 minutes 44 seconds for an arc distance of 706.70 feet to a point of tangency; Thence South 02 degrees 44 minutes 58 seconds East along said right of way line a distance of 87.39 feet; Thence South 03 degrees 24 minutes 50 seconds East along the re-established right of way line of Mission Road a distance of 119.84 feet to a point

of curvature of a tangent curve concave to the Northeast; Thence Southerly along the arc of said curve, to the left, having a radius of 1,959.86 feet and a central angle of 29 degrees 57 minutes 08 seconds for an arc distance of 1,024.55 feet to a point of tangency; Thence South 33 degrees 21 minutes 58 seconds East along said right of way line, a distance of 284.19 feet to the South line of the North half of the Northwest quarter of said Section 13; Thence North 89 degrees 46 minutes 18 seconds West along the South line of said North half a distance of 2,073.85 feet to the West line of said Northwest quarter; Thence North 00 degrees 14 minutes 11 seconds West along said West line, a distance of 1,319.95 feet to the Point of Beginning.

Parcel 3:

That portion of Section 13, Township 17 South, Range 12 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, and that portion of the Waring Lode Mining Claim in Pima Mining District being shown on Mineral Survey No. 4187 on file in the Bureau of Land Management as granted by Patent recorded in Book 34 of Deeds of Mines at Page 220, Pima County Records, described as follows:

Commencing at the Southeast corner of said Section 13; Thence North 89 degrees 55 minutes 36 seconds West along the South line of said Section 13, a distance of 445.60 feet to the Point of Beginning, said point being on the Westerly right of way line of Mission Road as re-established from the existing paving of said road; Thence continue North 89 degrees 55 minutes 36 seconds West along said South line of Section 13, a distance of 2,651.19 feet to a line 440.00 feet West of and parallel with North South midsection line of said Section 13; Thence North 00 degrees 16 minutes 37 seconds West along said parallel line a distance of 3,740.03 feet to said right of way line of Mission Road; Thence South 33 degrees 21 minutes 58 seconds East along said right of way line a distance of 1,978.94 feet to a point of curvature of a tangent curve concave to the Northeast; Thence Southerly along the arc of said curve, to the left, having a radius of 1,482.40 feet and a central angle of 24 degrees 53 minutes 38 seconds for an arc distance of 644.07 feet to a point of tangency; Thence South 58 degrees 15 minutes 38 seconds East along said right of way line a distance of 434.74 feet to a point of curvature of a tangent curve concave to the Southwest; Thence Southerly along the arc of said curve to the right, having a radius of 1147.53 feet and a central angle of 32 degrees 57 minutes 22 seconds for an arc distance of 660.05 feet to a point of tangency; Thence South 25 degrees 18 minutes 14 seconds East along said right of way line a distance of 430.76 feet to a point of curvature of a tangent curve concave to the Southwest; Thence Southerly along the arc of said curve, to the right, having a radius of 857.49 feet and a central angle of 13 degrees 52 minutes 12 seconds for an arc distance of 207.58 feet to a point of tangency; Thence South 11 degrees 26 minutes 02 seconds East along said right of way line a distance of 352.14 feet to the Point of Beginning.

Also known as Old West Ranch – Sahuarita Parcels 1-14: Pima County, Arizona.

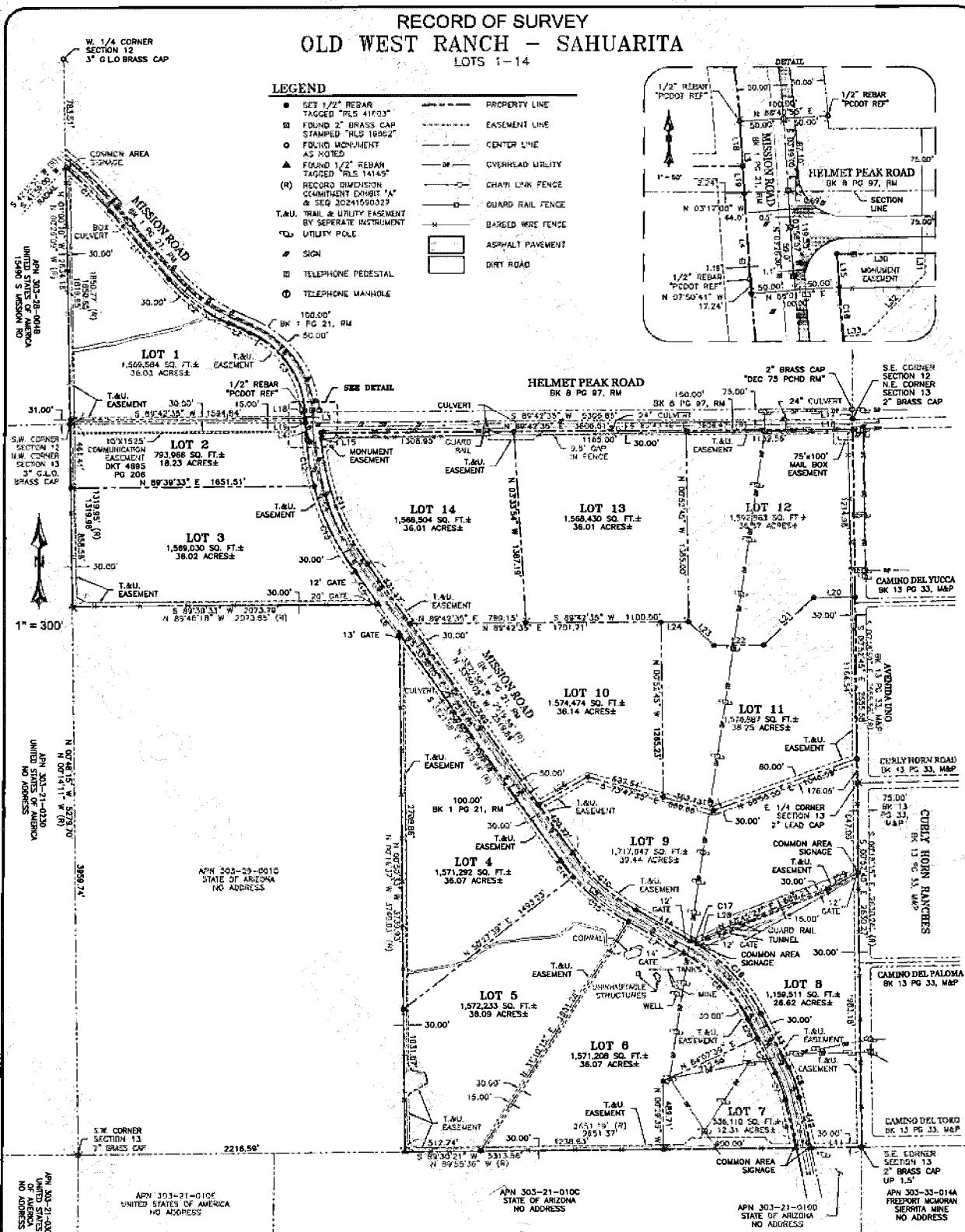
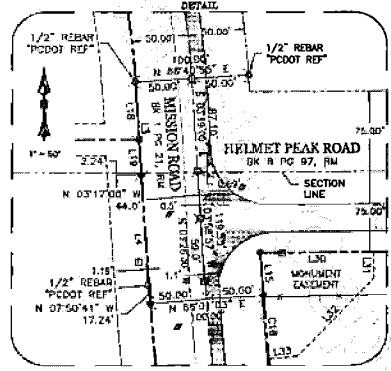
EXHIBIT B
PORTION OF RECORD OF SURVEY SHOWING THE PROPERTY

Land Survey recorded on October 24, 2024 in the records of the Pima County, Arizona Recorder's Office under Sequence No. 20242980615

RECORD OF SURVEY OLD WEST RANCH - SAHUARITA LOTS 1-14

LEGEND

- SET 1/2" REBAR TAGGED "RLS 41903"
- FOUND 2" BRASS CAP STAMPED "RLS 19962"
- FOUND MONUMENT AS NOTED
- ▲ FOUND 1/2" REBAR TAGGED "RLS 14143"
- (R) RECORD DIMENSION COMMITMENT EXHIBIT "A" & SEQ 20241590317
- T.&U. TRAIL & UTILITY EASEMENT BY SEPARATE INSTRUMENT
- UTILITY POLE
- SIGN
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- PROPERTY LINE
- - - EASEMENT LINE
- CENTER LINE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- GUARD RAIL FENCE
- BARBED WIRE FENCE
- ASPHALT PAVEMENT
- DIRT ROAD



2024 2980615-2



LAND DIVISION
 APN 303-21-007C, APN 303-29-003B, APN 303-29-001A
 APN 303-23-001D, APN 303-29-001E
 APN 303-29-002A, APN 303-29-002B
 WITHIN THE S.W. 1/4 OF SECTION 12 & SECTION 13
 T. 17 S., R. 12 E., G. 4 & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA
 SCALE: 1" = 300' APPROVE BY: JDR
 DATE: 10-11-24
 JDR SURVEY, LLC PH 520-307-8080
 6712 E ROSEWOOD CIRCLE
 TUCSON, AZ 85710

SHEET 1: PARCEL DATA, NOTES, LINE AND CURVE TABLES,
 BASIS OF BEARINGS & CERTIFICATION
 SHEET 2: BOUNDARY AND EASEMENT DATA,
 SITE DETAILS AND LEGEND

SHEET 2 OF 2

2024 2980615-2