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**NINTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
ASSESSMENTS, CHARGES, SERVITUDES, LIENS,
RESERVATIONS AND EASEMENTS
(Scottsdale Ranch Community Association)**

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**NINTH AMENDED AND RESTATED
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RESERVATIONS AND EASEMENTS**

THIS NINTH AMENDED AND RESTATED DECLARATION of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (hereinafter termed the "Declaration") is made this 29th day of May, 2024, by SCOTTSDALE RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation (hereinafter sometimes termed "Association").

W I T N E S S E T H:

WHEREAS, Scottsdale Ranch is a development consisting of approximately one thousand one hundred twenty (1,120) acres of land in Scottsdale, Maricopa County, Arizona, legally described as follows:

Parcel No. 1. The West half and the Southeast quarter of Section 28, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 2. All of Section 29, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

including the following property which has heretofore been subdivided (see Exhibit "A"):

and

WHEREAS, Scottsdale Ranch was developed in stages, with the aforesaid lands into planned residential, office, commercial and other communities; and

WHEREAS, at Scottsdale Ranch has one or more shopping centers, office parks, lakes, parks, recreational areas, open spaces, walkways, riding paths, drives and other social, civic and cultural buildings and facilities; and

WHEREAS, the Scottsdale Ranch Partnership (hereinafter termed the "Developer"), has recorded various subdivision plats; dedicated portions of Scottsdale Ranch to the public for streets, roadways, drainage, flood control, parks and general public use; and recorded various Tract Declarations covering portions of Scottsdale Ranch, which Tract Declarations designate the purposes for which such portions of Scottsdale Ranch may be used and may set forth additional covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements applicable to such portions of Scottsdale Ranch; and

WHEREAS, the Association has been formed as an Arizona non-profit corporation for the social and recreational purposes of benefiting Scottsdale Ranch, the Owners, the Lessees and

the Residents (as said terms are defined hereinbelow), which (1) acquires, constructs, operates, manages and maintains a variety of Common Areas upon Scottsdale Ranch; (2) establishes, levies, collects and disburses the Assessments and other charges imposed hereunder; and (3) as the agent and representative of the Members of the Association and Residents of Scottsdale Ranch, administers and enforces all provisions hereof and enforces use and other restrictions imposed on various parts of Scottsdale Ranch; and

WHEREAS, the Association has filed the necessary documents for the incorporation and organization of the Association; and

WHEREAS, in order to enable the Association to accomplish the purposes outlined above, all of Scottsdale Ranch was subjected to that certain Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, dated December 31, 1980, executed by the Developer and recorded on December 31, 1980, in Docket 14929, Pages 294-372, records of Maricopa County, Arizona (the "Original CC&R's"); and

WHEREAS, the Developer executed the amendment of the Original CC&R's with an Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, dated August 10, 1981, was recorded August 10, 1981, in Docket 15439, pages 826 – 916, records of Maricopa County, Arizona (the "Amended CC&R's") which replaced the Original CC&R's in their entirety; and

WHEREAS, the Developer was the sole owner of the Property in Scottsdale Ranch when the Original and Amended CC&R's were recorded; and

WHEREAS, in order to enable the Association to better accomplish the purposes outlined above, the Association amended and restated the Amended CC&R's via the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on June 28, 2004 at Recording No. 2004-0735518, records of Maricopa County, Arizona (the "Second Amended CC&Rs"), the Third Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on June 29, 2014 at Recording No. 2014-0493927, records of Maricopa County, Arizona and re-recorded on September 11, 2014 at Recording No. 2014-0601947, records of Maricopa County, Arizona (the "Third Amended CC&Rs"), and the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on May 16, 2016 at Recording No. 2016-0334975, records of Maricopa County, Arizona (the "Fourth Amended CC&Rs"), and the Fifth Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on May 9, 2017 at Recording No. 2017-0334728, records of Maricopa County, Arizona (the "Fifth Amended CC&Rs"), the Sixth Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on May 17, 2018 at Recording No. 2018-0380371, records of Maricopa County, Arizona (the "Sixth Amended CC&Rs"), the Seventh Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens,

Reservations and Easements recorded on May 20, 2021 at Recording No. 2021-0562808, records of Maricopa County, Arizona (the “Seventh Amended CC&Rs”) and the Eighth Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements recorded on May 23, 2022 at Recording No. 2022-0442496, records of Maricopa County, Arizona (the “Eighth Amended CC&Rs”);

WHEREAS, one amendment to the Eighth Amended CC&Rs was adopted since the time the Eighth Amended CC&Rs were recorded (the “Amendment to Eighth Amended CC&Rs”); and

WHEREAS, the Association wishes to consolidate all of the information contained within the Eighth Amended CC&Rs and the Amendment to Eighth Amended CC&Rs into this Declaration; and

WHEREAS, the Association therefore wishes to subject all of Scottsdale Ranch to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements (hereinafter collectively called “Covenants”) hereinafter set forth; and

WHEREAS, in order to cause the Covenants to run with Scottsdale Ranch and to be binding upon Scottsdale Ranch and the Owners and Lessees thereof from and after the date of recordation of this Declaration, the Association hereby makes all conveyances of Scottsdale Ranch, whether or not so provided therein, subject to the Covenants herein set forth; and by accepting Deeds, Leases, easements or other grants or conveyances to any portion of Scottsdale Ranch, the Owners, Lessees, and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the Covenants (including but not limited to the obligation to pay Assessments) hereinafter set forth except to the extent such persons are specifically excepted herefrom.

NOW, THEREFORE, the Association hereby consolidates into this Declaration the Eighth Amended CC&Rs and the Amendment to Eighth Amended CC&Rs, and hereby declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

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

A. “Annual Assessment” shall mean the charge levied and assessed each year against each Lot, Parcel, Owner or Lessee pursuant to Article VII, Section 2, hereof.

B. “Apartment Development” shall mean a Parcel or portion thereof which is described in a Tract Declaration, is limited by the Tract Declaration to residential use, and is comprised of Rental Apartments and surrounding area which are intended, as shown by the site

plan therefor approved by the City of Scottsdale and the Architectural Committee or otherwise, as one integrated apartment operation under the same ownership.

C. “Architectural Committee” shall mean the committee of the Association to be created pursuant to Article XI below.

D. “Articles” shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.

E. “Assessable Property” shall mean any Lot or Parcel, except such part or parts thereof as may from time to time constitute Exempt Property.

F. “Assessment” shall mean an Annual Assessment, Special Assessment, Maintenance Charge, and/or other charges or amounts as authorized under Article VII Sections 12 and/or 13, Article VIII, or Article XII Section 2 of this Declaration.

G. “Assessment Lien” shall mean the lien created and imposed by Article VII.

H. “Assessment Period” shall mean the term set forth in Article VII, Section 7.

I. “Association” shall mean the Arizona non-profit corporation organized to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns.

J. “Association Land” shall mean such part or parts of Scottsdale Ranch, together with the buildings, structures and improvements thereon, and other real property which the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest.

K. “Board” shall mean the Board of Directors of the Association.

L. “Bylaws” shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

M. “Common Area and Common Areas” shall mean (a) all Association Land; (b) all land within Scottsdale Ranch which the Developer, by this Declaration or other recorded instrument, made available for use by Members of the Association; (c) all land within Scottsdale Ranch which is indicated on a recorded subdivision plat or Tract Declaration is to be used for landscaping, drainage, and/or flood control for the benefit of Scottsdale Ranch and/or the general public and is to be dedicated to the public or the City of Scottsdale upon the expiration of a fixed period of time, but only until such land is so dedicated; (d) all lands, up to the Upper Flood Easement Line on the Lots and Parcels, over which the Association or its Members has an easement pursuant to a recorded subdivision plat, Tract Declaration or this Declaration for the enjoyment, maintenance and operation of the Lake; (e) all other lands within the drainage

easement areas as set forth on Plat recorded in Book 219 of Maps, Page 35, records of Maricopa County, Arizona, subject to any adjustment in such areas as may be made by recorded instruments; (f) areas on a Lot or Parcel within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, which easement may be granted or created on a Recorded subdivision plat or Tract Declaration or by a deed or other conveyance accepted by the Association; and (g) areas that the Association is responsible for maintaining, by agreement, this Declaration, recorded instrument, or other document, even if it does not own the same.

N. **“Condominium Development”** shall mean a horizontal property regime established under the laws of the State of Arizona which is limited by the Tract Declaration therefor to residential use.

O. **“Condominium Unit”** shall mean an apartment unit, together with any appurtenant interest in all general and common elements, which is created by a horizontal property regime established under Arizona law. Such term shall not include a Rental Apartment in an Apartment Development.

P. **“Covenants”** shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

Q. **“Developer”** shall mean Scottsdale Ranch, a partnership, and the successors and assigns of Developer’s rights and powers as previously set forth.

R. **“Declaration”** shall mean this Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, as amended or supplemented from time to time.

S. **“Deed”** shall mean a deed or other instrument conveying the fee simple title in a “Lot” or “Parcel”.

T. **“Designee”** shall mean a person designated by a Member pursuant to Article VI, Section 9, to exercise certain of the rights of a Member.

U. **“Dwelling Unit”** shall mean any building or portion of a building situated upon a Lot or Parcel designed and intended for use and occupancy as a residence by a single family.

V. **“Easement Area and Easement Areas”** shall mean areas that are not owned or maintained by the Association but are located within the boundaries and on the plats of the Association, other than the public streets. All use restrictions that apply to the Common Areas shall also apply to the Easement Areas, even if the use restrictions do not mention the Easement Areas.

W. **“Exempt Property”** shall mean the following parts of Scottsdale Ranch:

- (1) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Maricopa County, the City of Scottsdale, or any political subdivision thereof, for as long as any such entity or political subdivision is the owner thereof or for so long as said dedication remains effective;
- (2) All Association Land, for as long as the Association is the owner thereof.

X. “Lake” shall mean the lake shown on the Master Development Plan for Scottsdale Ranch, including the land underlying such lake. The portions of the Lake owned by the Association are Association Land. The Lake shall be a part of the Common Area, although portions of the Lake will be on Lots and Parcels.

Y. “Lakefront Lot” shall mean a Lot which has a portion of its boundary on or in the Lake or, in the case of a Condominium Unit, a Condominium Unit which has a portion of its common elements adjacent to or in the Lake.

Z. “Lakefront Parcel” shall mean a Parcel which has a portion of its boundary on or in the Lake.

Aa. “Land Use Classification” shall mean the classification pursuant to Article IV, Section 1, which designates the type of improvements which may be constructed on a Lot, Parcel or Association Land and the purposes for which such improvements and surrounding land may be utilized.

Bb. “Lease” shall mean a lease, whether oral or written and regardless of the term thereof, whereby the owner of a Rental Apartment in an Apartment Development lets such Rental Apartment to a Lessee. A Lease (when the term is so capitalized) shall not, for purposes of this Declaration, include any subleases or any leasing arrangements involving property other than a Rental Apartment in an Apartment Development.

Cc. “Lessee” shall mean the lessee under a Lease, including an assignee of a Lease but excluding any person who has assigned all of his interest in a Lease.

Dd. “Lot” shall mean any (a) area of real property within Scottsdale Ranch designated as a Lot on any recorded subdivision plat and limited by a Tract Declaration to either Single Family Residential Use or Cluster Residential Use and (b) any Condominium Unit within Scottsdale Ranch which is limited to residential use by a Tract Declaration.

Ee. “Maintenance Charges” shall mean any and all costs assessed pursuant to Article X, Sections 2 or 3.

Ff. “Master Development Plan” shall mean the Scottsdale Ranch Development Plan approved by the City of Scottsdale, as the same may be from time to time amended, a copy of which shall be on file at all times in the office of the Association.

Gg. “Member” shall mean any person holding a Membership in the Association pursuant to this Declaration.

Hh. “Membership” shall mean a membership in the Association and the rights granted to the Owners, Lessees and Developer pursuant to Article VI to participate in the Association.

Ii. “Normal Lake Level” shall mean the water level of the Lake when the Lake is at the capacity designed for normal use and enjoyment of the Lake; at such level the Lake does not contain any water for detention and discharge into the Indian Bend Flood Control Project.

Jj. “Owner” shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot or Parcel including contract sellers, but excluding others who hold such title merely as security. In the case of Lots or Parcels the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-1801 et seq., or any subsequent statutes, legal title shall be deemed to be in the Trustor. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel.

Kk. “Parcel” shall mean an area of real property within Scottsdale Ranch limited by a Tract Declaration to one of the following Land Use Classifications: Apartment Development, Shopping Center, Commercial Office, General Commercial, or Well-Site. A Parcel shall not include a Lot, any Exempt Property or any Association Land. Real property owned by an Ancillary Association shall be considered a Parcel for all purposes of this Declaration except Articles VI and VII. A Parcel with a Land Use Classification of Apartment Development shall cease to be a Parcel if the Apartment Development is converted to Condominiums.

Ll. “Private Waterfront Area” shall mean the portion of a Lakefront Lot or Lakefront Parcel between (a) the portion of the Lot line thereof which lies within the Lake and (b) the Upper Flood Easement Line, as more particularly described in Article IV, Section 4.

Mm. “Recording” shall mean placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and “Recorded” shall mean having been so placed of public record.

Nn. “Rental Apartments” shall mean Dwelling Units within a permanent improvement consisting of four (4) or more commercially integrated Dwelling Units under single ownership upon one or more contiguous Parcels, each of which is designed and utilized, otherwise than as a hotel or on some other transient basis, for rental or leased residential purposes to non-owners on a non-cooperative basis. This term is intended to include rented or leased apartments in the typically regarded sense as of the date hereof, and it is not intended to include unusual or atypical arrangements or any arrangements whereby the apartment occupant is, directly or indirectly, an owner or beneficiary of ownership in his apartment or whereby he

