



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER**

VIRGINIA ROSS

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When Recorded, Return To:

SaddleBrooke Development Company
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attention: Peter M. Gerstman

3 of 5

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

This Declaration of Covenants, Conditions, Restrictions and Easements (this "Declaration") is made this 29 day of December, 2017, by SADDLEBROOKE HOMEOWNERS ASSOCIATION NO. 2, INC., an Arizona nonprofit corporation (the "Association"), and SADDLEBROOKE DEVELOPMENT COMPANY, an Arizona corporation ("SDC").

RECITALS

A. The Association is the homeowners association serving the real property known as SaddleBrooke Country Club No. 2, also known as MountainView Country Club and The Preserve at SaddleBrooke. The real property currently served by the Association is (i) subject to the Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Country Club No. 2, dated August 3, 1994, and recorded in the Official Records of Pinal County, Arizona, on August 5, 1994, in Docket 2032, Page 389, Instrument No. 127349 (as amended or supplemented, the "Master Declaration"), and (ii) referred to in the Master Declaration as "SaddleBrooke Country Club No. 2". All capitalized terms used but not defined in this Declaration shall have the meanings assigned to them, respectively, in the Master Declaration.

B. Simultaneously with the execution of this Declaration, SDC is selling and conveying (or causing to be conveyed) to the Association the real property described on the attached Exhibit A (the "MountainView Golf Course") and the real property described on the attached Exhibit B (the "Preserve Golf Course"), the pickleball complex and related property described on the attached Exhibit C (the "Pickleball Complex"), together with certain other real property described on the attached Exhibit D. The MountainView Golf Course and the Preserve Golf Course are sometimes referred to collectively in this Declaration as the "Golf Courses". The real property described on Exhibits A through D is sometimes collectively referred to in this Declaration as the Property.

C. SDC constructed clubhouses, a fitness center, swimming pools, a performing arts center, an arts and crafts center, and other amenities within SaddleBrooke Country Club No. 2. These amenities were constructed by SDC for the benefit of the members of the Association and in order for SDC to sell houses within SaddleBrooke Country Club No. 2.

D. As part of the sale of the Golf Courses and other property to the Association, the Association agreed to the covenants, conditions and restrictions set forth below and agreed that the Golf Courses and the Association's amenities in other portions of SaddleBrooke Country Club No. 2 would be subject to this Declaration.

E. SDC and the Association desire to declare and subject the Golf Courses, as well as the Common Areas and the Association Land (as those two terms are defined in the Master Declaration), to the covenants, conditions, restrictions and easements set forth below in order to enhance and protect the value, desirability and attractiveness of SaddleBrooke Country Club No. 2 and in order to protect SDC's substantial investment in SaddleBrooke Country Club No. 2, including but not limited to those parcels that SDC intends to annex into SaddleBrooke Country Club No. 2 in the future.

DECLARATION

NOW, THEREFORE, the parties to this Declaration hereby declare and agree as follows:

1. Incorporation of Recitals. The Recitals are true and correct and are binding upon the parties as if set forth in the body of this Declaration.

2. Common Areas and Association Land. The Association agrees that the Golf Courses and other properties conveyed to the Association by SDC or at SDC's direction pursuant to the Purchase and Sale Agreement, dated December 6, 2017, between SDC and the Association (the "Purchase Agreement") constitute and shall be treated by the Association as Common Area and Association Land of the Association. The Golf Courses constitute Golf Courses and Golf Course Land under the Master Declaration.

3. Memberships and Privileges. The Association understands and agrees that SDC constructed the amenities in SaddleBrooke Country Club No. 2 for use by the members of the Association, and not for use by third parties (except as provided below) or for the benefit of real property not owned, developed or marketed by SDC. The Association agrees that it shall not sell, give or provide memberships in the Association to people who are not Residents or Owners. Except as provided below, people who are not Residents or Owners shall not have the right to use any of the Association's fitness facilities, swimming pools or other amenities in SaddleBrooke Country Club No. 2 without SDC's consent, which consent may be withheld in SDC's sole and absolute discretion. The Association shall use commercially reasonable efforts to see to it that only people authorized by this Declaration use the Association's amenities in SaddleBrooke Country Club No. 2. The limitations on use of Association amenities by non-Residents and non-Owners shall not apply to short-term temporary use by guests of Residents and Owners (when such guests are accompanied by their hosts or carry then-current Association-issued guest cards or are participating in tournaments or other special events hosted by the Association or organizations approved by the Association) in accordance with reasonable rules and regulations established by the Association and approved by SDC, which approval shall not be unreasonably withheld or delayed. In addition, the limitation on use of Association amenities by non-Residents and non-Owners shall not apply to the rental of the ballroom or similar venues by third parties for weddings, parties and similar events, but the Association shall provide reasonable discounts for rental of such venues by Residents and

Guests (other than for Residents and Guests desiring to rent such venues for commercial or “for profit” events).

4. Outside Golf Play. The Association may allow people who are not Residents or Owners to use the Golf Courses subject to the following conditions:

(a) the price for an annual pass charged to people who are not Residents or Owners and who live in or own homes completed after the Transition Date within two miles of the boundaries of SaddleBrooke Country Club No. 2 shall be at least twenty percent (20%) higher than the price for an annual pass charged to Residents and Owners;

(b) the Association shall not sell or issue to, or accept from, any non-Resident or non-Owner who lives in or owns a home built after the Transition Date within two miles of the boundaries of SaddleBrooke Country Club No. 2 any other long-term or multi-play pass or card unless the amount paid by the non-Resident or non-Owner for the card is at least 20% higher than the price each Resident or Owner would be charged for such pass or card; and

(c) except as otherwise permitted by this Declaration, the Association shall permit Residents and Owners to make reservations for tee times for at least 24 hours before non-Residents and non-Owners are permitted to make reservations for tee times;

Under no circumstances shall the Association or its agents, employees or representatives state, suggest or imply that outside play on any Golf Course by non-Residents or non-Owners who are subject to the higher prices provided for in clauses (a) and (b) above will or is likely to be permitted in the future or that the Golf Courses will always remain open to the public. Notwithstanding the foregoing, nothing contained in this Section 4 restricts (i) the amounts charged by the Association to non-Residents or Non-Owners participating in tournaments or special events sponsored or approved by the Association or (ii) the Association from advertising to the general public the availability of the Golf Courses for outside play or from participating in Golf Now or similar golf course reservation websites or technology applications until such time, if ever, as the Association decides to limit the play on the Golf Courses only to Residents and Owners and their guests.

5. Surcharge in Restaurants for Certain Non-Residents and Non-Owners. Although the Association shall have the right to permit non-Residents and non-Owners to dine in restaurants operated by the Association, the Association shall use commercially reasonable efforts to see to it that non-Owners and non-Residents who live in or own homes completed after the Transition Date within two miles of the boundaries of SaddleBrooke Country Club No. 2 are charged a surcharge on food and beverages, including alcohol, by the Association of not less than twenty percent (20%) as compared to the prices paid by Residents and Owners. This includes food and alcohol served on the Golf Courses or other Common Areas. An example of a commercially reasonable effort pursuant to this Section would be to charge the surcharge to anyone who cannot demonstrate by a government-issued identification card or Association-issued card or other reasonable identification that they qualify to avoid the surcharge. Except as otherwise provided in this Declaration, The Association shall not accept reservations for any of its restaurants from non-Residents or non-Owners.

6. Not Applicable to Reciprocal Agreements or to SDC. The restrictions on non-Resident and non-Owner use of Association amenities and the required higher charges for certain non-Resident and non-Owner use of the Golf Courses, restaurants and other amenities shall not apply to residents or owners of homes in SaddleBrooke Homeowners Association #1, Inc. or SaddleBrooke Ranch if and when using such facilities and amenities pursuant to reciprocal agreements entered into by the Association. In addition, SDC, Robson Communities, Inc. and their respective designees, such as without limitation participants in the Robson Communities Preferred Guest Program, and employees, shall have the right to use Buyer's restaurants and Golf Courses upon payment of Buyer's standard Owner/Resident restaurant menu prices and daily golf greens fees.

7. Developer Golf Memberships. SDC and its affiliates or designees shall have the continuing right and option to purchase four annual golf memberships to use the Golf Courses for the same annual golf membership fees and upon the same terms and conditions as members of the Association; provided, however, that (a) SDC shall not be obligated to pay any homeowners association dues or assessments to the Association in connection with such memberships, and (b) such memberships may be used by anyone specified by SDC; and provided further, that although such memberships may be used by anyone specified by SDC, the total usage of such memberships and the manner of selecting or reserving tee times shall be the same for such memberships as for other annual memberships issued by the Association. Without limiting the foregoing, such right and option to purchase annual golf memberships (a) may be assigned in whole or in part to Robson Communities, Inc. and/or to any of its affiliates and/or to the owner or operator of any independent or assisted living facility constructed by SDC or its affiliate in the vicinity of SaddleBrooke, such as without limitation along Oracle Road, (b) shall continue until the termination date specified in the following clause regardless of whether or not such right or option is exercised for any year, and (c) unless otherwise extended by the Association, shall terminate the end of the 30th year following the date of this Agreement. Nothing contained in this Section 7 gives SDC or any affiliates any right to require the Association to continue to operate the Golf Courses.

8. Preferred Guests. The Association understands and acknowledges that the Preferred Guest Program (regardless of the name under which such program is marketed) operated by Robson Communities, Inc. and its affiliates is very important to the continuing sale of homes in SaddleBrooke and in other Robson Resort Communities, that people often try to schedule their Preferred Guest visits from out of state long in advance, and that golf and use of amenities are often a very important part of the Preferred Guest experience. Therefore, the Association agrees that Robson Communities, Inc. and its affiliates shall have the right to reserve tee times for Preferred Guests at any time that tee times are available (determined as of the date and time the Association is contacted to make the reservation), even if the Association is not then otherwise accepting reservations for tee times so far in advance (or so soon), and that participants in the Preferred Guest Program shall be entitled to use the Association's recreational amenities, such as fitness facilities, without charge (excluding paid or subscription fitness classes and services), but otherwise subject to the same rules and regulations as Residents and Owners.

9. Overseeding. The Association understands and acknowledges that the appearance of the Preserve Golf Course is very important to the continuing sale of homes in the Preserve. Therefore, until at least 95% of the lots within the Preserve area are sold and homes constructed thereon, the

Association agrees to continue to overseed with rye grass or similar grass the fairways, tees, greens and associated areas of the Preserve Golf Course during the months when the bermuda grass on the golf course is dormant, except that the greens shall not be required to be overseeded if they are converted to mini-verde Bermuda grass. Notwithstanding the foregoing, if reasonably necessary or appropriate for the health of the golf course, the Association is permitted not to overseed up to two (2) fairways every two (2) years on a rotating basis, provided that (a) the Association continues to overseed all tees and greens, but (subject to clause (c) below) in 2018 two (2) fairways selected by the Association may not be overseeded, in 2020, four (4) fairways selected by the Association may not be overseeded, and in 2022 six (6) fairways selected by the Association may not be overseeded, (b) the Association “paints” those fairways that are not overseeded, and (c) the Association obtains the consent of SDC, which consent shall not be unreasonably withheld or delayed, to the fairways that will not be overseeded and which consent may take into account the area in which SDC is then marketing home sites.

10. Utilities Easement. Simultaneously with the execution of this Declaration, but prior to the conveyance of the Property to the Association, SDC and certain trusts for the benefit of SDC granted a Utilities Easement to Lago Del Oro Water Company, Ridgeview Utility Company and SaddleBrooke Utility Company. The Association agrees to honor such Utilities Agreement.

11. Odor Easement. The Pickleball complex and portions of the property described on the attached Exhibit D are located in the vicinity of the wastewater treatment plant operated by SaddleBrooke Utility Company (the “WWTP”). The Association understands and acknowledges that the WWTP may generate noise, odors, traffic, lights and other inconveniences at all hours of the day and night. Uses of land in the vicinity of the WWTP were established with the understanding that such uses should be compatible with operation of the WWTP. The Pickleball Complex was located in the vicinity of the WWTP at the request of, and as an accommodation to, members of the Association who requested the pickleball courts and didn’t have an alternative location for them. The Association hereby grants to SaddleBrooke Utility Company and its successors and assigns a permanent easement over the Pickleball Complex, the real property described on Exhibit D to this Declaration, and over any and all other real property now or hereafter owned by the Association in the vicinity of the WWTP for any noise, odors, traffic, lights and other inconveniences or nuisances generated by the WWTP or resulting from the operation of the WWTP. The Association hereby waives any right to claim that the WWTP or the operation thereof constitutes a nuisance by virtue of its effects on all or any part of such property. Nothing contained in this section constitutes permission or authorization for the operation of the WWTP other than in accordance with applicable law. SaddleBrooke Utility Company and its successors and assigns are hereby expressly made third party beneficiaries of this section.

12. Acknowledgment and Severability. The Association acknowledges and agrees that SDC would not have sold the Property to the Association absent the Association’s agreement to execute and abide by all of the terms, provisions, covenants, conditions, restrictions and easements set forth in this Declaration, and that this Declaration constitutes a material portion of the consideration to SDC for the Property. If any provision of this Declaration or any portion of any provision shall be deemed illegal or unenforceable, such provision (or the applicable portion thereof) shall be enforced to the fullest extent permitted by applicable law, and such illegality or

unenforceability shall not affect the remainder of such provision or any other provision of this Declaration.

13. Representation by Legal Counsel. Each party to this Declaration has been represented by legal counsel of its own selection. The Association represents and warrants to SDC that the Association has been represented by legal counsel selected by representatives of the Association selected solely by homeowner-elected representatives, and that neither SDC nor any of its officers, directors, agents or employees were responsible for such selection or for the negotiation of this Agreement for or on behalf of the Association.

14. Construction. This Declaration shall be construed according to Arizona law. The fact that this Agreement or one or more of its provisions was prepared or drafted by one of the parties or its legal counsel shall not affect the interpretation or application of this Agreement or any portion of this Agreement.

15. Inurement. The foregoing covenants, conditions and restrictions shall run with the title to the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. Waiver. No failure to enforce all of any portion of this Declaration shall constitute a waiver of or amendment to this Declaration or of any portion hereof. All or any portion of the foregoing covenants, conditions and restrictions may be waived in whole or in part in writing by an authorized officer of SDC in its sole and absolute discretion at any time. Waiver of any portion of this Declaration or the waiver in any particular instance shall not constitute a waiver of any other portion or in any other instance, and any waiver may be revoked.

17. Limited Termination of Restrictions. The covenants, conditions and restrictions set forth in Sections 4, 5 and 8 shall terminate automatically and expire upon the later of (a) January 1, 2030, (b) the date that 95% of the Lots (as defined in the Master Declaration) have been sold and closed and homes constructed thereon, and (c) the date that all but ten (10) Lots in the Preserve (i.e. Units 42 through 45 and any additional areas, if any, annexed to the Preserve) have been sold and closed and homes constructed thereon; provided, however, that the covenants, conditions and restrictions set forth in Sections 4, 5 and 8 shall terminate automatically and expire on January 1, 2040 if they have not done so before that date. Whether or not the covenants, conditions and restrictions set forth above in Sections 4, 5 and 8 remain in effect, under no circumstances shall the Association or its agents, employees or representatives state, suggest or imply that outside play of any Golf Course by non-Residents or non-Owners who are subject to the higher prices provided for in Sections 4(a) and 4(b) above will or is likely to be permitted in the future or that the Golf Courses will always remain open to the public.

18. Headings and Counterparts. The headings of this Declaration are for purposes of reference only and shall not limit or define the meaning of any provisions of this Declaration. This Declaration may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

19. Attorneys' Fees. If any action is brought by any party in respect to its rights under this Declaration, the substantially prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

20. Trust Disclosures. The sole beneficiary under the respective Trust Agreements for First American Title Insurance Company Trust 8378 is SDC, whose address is 9532 East Riggs Road, Sun Lakes, Arizona 85248. The beneficiaries under the Trust Agreement for Old Republic Title Insurance Agency, Inc. Trust No. 2447 are SDC and Rail N Ranch Corporation, Inc., whose address is 3415 Golder Ranch Road, Tucson, Arizona 85737. The beneficiaries under the Trust Agreement for Old Republic Title Insurance Agency, Inc. Trust No. 2447 are SDC and [Vicki Golder], whose address is 3415 Golder Ranch Road, Tucson, Arizona 85737.

[signatures appear on the following pages]

IN WITNESS WHEREOF, SDC and the Association have executed this Declaration as of the date first written above.

SDC:

SADDLEBROOKE DEVELOPMENT COMPANY, an Arizona corporation

By Steven Soiano

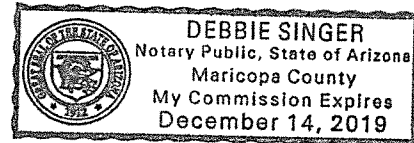
Its VP

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22nd day of December, 2017, by Steven Soiano, the Vice President of SaddleBrooke Development Company, an Arizona corporation, for the purposes therein contained on behalf of the corporation.

Debbie Singer
Notary Public

My Commission Expires:
12-14-19



ASSOCIATION:

SADDLEBROOKE HOMEOWNERS
ASSOCIATION NO. 2, INC., an Arizona non-
profit corporation

By George Butler
Its So. V.P.

By Vincent Gwiazdowski
Its VP & TREASURER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 28 day of December, 2017, by George Butler and Vincent Gwiazdowski, the So VP and VP & TREASURER of SaddleBrooke Homeowners Association No. 2, Inc., an Arizona nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

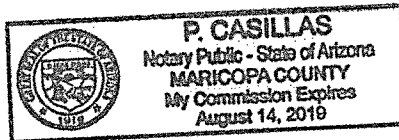


EXHIBIT "A"
(Legal Description Of MountainView Golf Course)

EXHIBIT 'A'
LEGAL DESCRIPTION
Saddlebrooke Mountain View Golf Course
October 26, 2017
Revised November 28, 2017

Portions of Sections 27, 28, 33 and 34, T.10S., R.14E., of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 27;

THENCE westerly along the south line of the southeast quarter of said Section 27 N89°54'58"W, a distance of 1517.97 feet to the TRUE POINT OF BEGINNING;

THENCE S08°37'21"W, a distance of 2117.83 feet;

THENCE N89°08'17"W, a distance of 2856.84 feet;

THENCE S01°03'27"W, a distance of 597.00 feet;

THENCE N89°08'17"W, a distance of 681.01 feet to the East Quarter Corner of the aforementioned Section 33;

THENCE N89°27'15"W, a distance of 2,658.46 feet to the Center Quarter Corner of said Section 33;

THENCE N01°15'42"E, a distance of 2,614.26 feet to the North Quarter Corner of said Section 33;

THENCE N00°25'23"E, a distance of 498.46 feet;

THENCE N50°52'20"E, a distance of 544.21 feet;

THENCE N35°03'50"E, a distance of 2,815.50 feet;

THENCE N01°55'50"W, a distance of 713.71 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 1,230.10 feet, the radius point of said curve bears S20°06'54"E;

THENCE easterly along said curve, through a central angle of 29°53'12", an arc distance of 641.65 feet;

THENCE S80°13'42"E, a distance of 260.10 feet;

THENCE S81°00'10"E, a distance of 2,389.76 feet to the beginning of a non-tangent curve, concave to the north, having a radius of 1,320.00 feet, the radius point of said curve bears N09°00'31"E;

THENCE easterly along said curve, through a central angle of 04°39'35", an arc distance of 107.36 feet;

EXHIBIT 'A'
LEGAL DESCRIPTION
Saddlebrooke Mountain View Golf Course (Cont.)

THENCE S00°55'48"W, a distance of 857.43 feet to the Center Quarter Corner of the
aforementioned Section 27;

THENCE S00°55'48"W, 2,628.83 feet to the South Quarter Corner of said Section 27;

THENCE S89°54'58"E, a distance of 1,148.98 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM any portion of the following described parcels and recorded
subdivisions:

COMMENCING at the Southwesterly most corner of Lot 46 per the Final Plat of Saddlebrooke Unit
Twenty-Seven as recorded in Cabinet 'C', Slide 116, Pinal County Recorder, being on a non-
tangent curve, concave to the north, having a radius of 50.00 feet, the radius point of said curve
bears N07°37'25"W;

THENCE westerly along said curve, through a central angle of 31°28'01", an arc distance of 27.46
feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 50.00
feet, the radius point of said curve bears S23°50'36"W;

THENCE southwesterly along said curve, through a central angle of 104°13'13", an arc distance of
90.95 feet to the TRUE POINT OF BEGINNING;

THENCE continuing southerly along the arc of said curve, through a central angle of 48°29'02", a
distance of 42.31 feet;

THENCE S47°36'58"W, a distance of 24.75 feet;

THENCE S88°41'56"W, a distance of 14.71 feet;

THENCE N07°32'05"E, a distance of 58.63 feet;

THENCE S84°44'24"E, a distance of 15.00 feet to the TRUE POINT OF BEGINNING.

The above-described parcel contains 1,180 square feet or 0.03 acres, more or less.

BEGINNING at the most Easterly corner of Lot 41 per the Final Plat of Saddlebrooke Unit Thirty-
One as recorded in Cabinet 'D', Slide 009, Pinal County Recorder

THENCE N52°04'15"W, a distance of 120.00 feet to the beginning of a non-tangent curve,
concave to the south, having a radius of 50.00 feet, the radius point of said curve bears
S52°04'15"E;

THENCE easterly along said curve, through a central angle of 60°00'00", an arc distance of 52.36
feet to the beginning of a reverse curve, concave to the north, having a radius of 50.00 feet;

EXHIBIT 'A'
LEGAL DESCRIPTION
Saddlebrooke Mountain View Golf Course (Cont.)

THENCE easterly along said curve, through a central angle of 56°41'04", an arc distance of 49.47 feet;

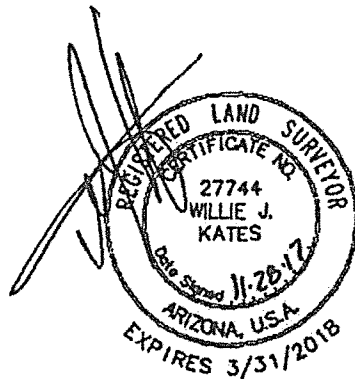
THENCE S32°35'08"E, a distance of 74.34 feet;

THENCE S37°55'45"W, a distance of 58.91 feet to the TRUE POINT OF BEGINNING.

The above-described parcel contains 7,155 square feet or 0.16 acres, more or less.

Saddlebrooke Unit 22, Cabinet 'C', Slide 038, P.C.R., Saddlebrooke Unit 23, Cabinet 'B', Slide 162, P.C.R., Saddlebrooke Unit 25, Cabinet 'C', Slide 027, P.C.R., Saddlebrooke Unit 27, Cabinet 'C', Slide 116, P.C.R., Saddlebrooke Unit 28, Cabinet 'C', Slide 066, P.C.R., Saddlebrooke Unit 29, Cabinet 'C', Slide 081, P.C.R., Saddlebrooke Unit 30, Cabinet 'C', Slide 044, P.C.R., Saddlebrooke Unit 31, Cabinet 'D', Slide 009, P.C.R., Saddlebrooke Unit 32, Cabinet 'C', Slide 089, P.C.R., Saddlebrooke Unit 32 'A', Cabinet 'D', Slide 082, P.C.R., Saddlebrooke Unit 33, Cabinet 'B', Slide 163, P.C.R., Saddlebrooke Unit 35 (Amended), Cabinet 'C', Slide 056, P.C.R., Saddlebrooke Unit 35 'A' (Amended), Cabinet 'C', Slide 057, P.C.R., Saddlebrooke Unit 36, Cabinet 'C', Slide 143, P.C.R., Saddlebrooke Unit 36 'A', Cabinet 'D', Slide 083, P.C.R., and Tracts 'A' and 'B' of Saddlebrooke Tracts 'A', 'B', and 'C', Cabinet 'B', Slide 154, P.C.R.,

The above-described parcel contains 245.41 acres, more or less.

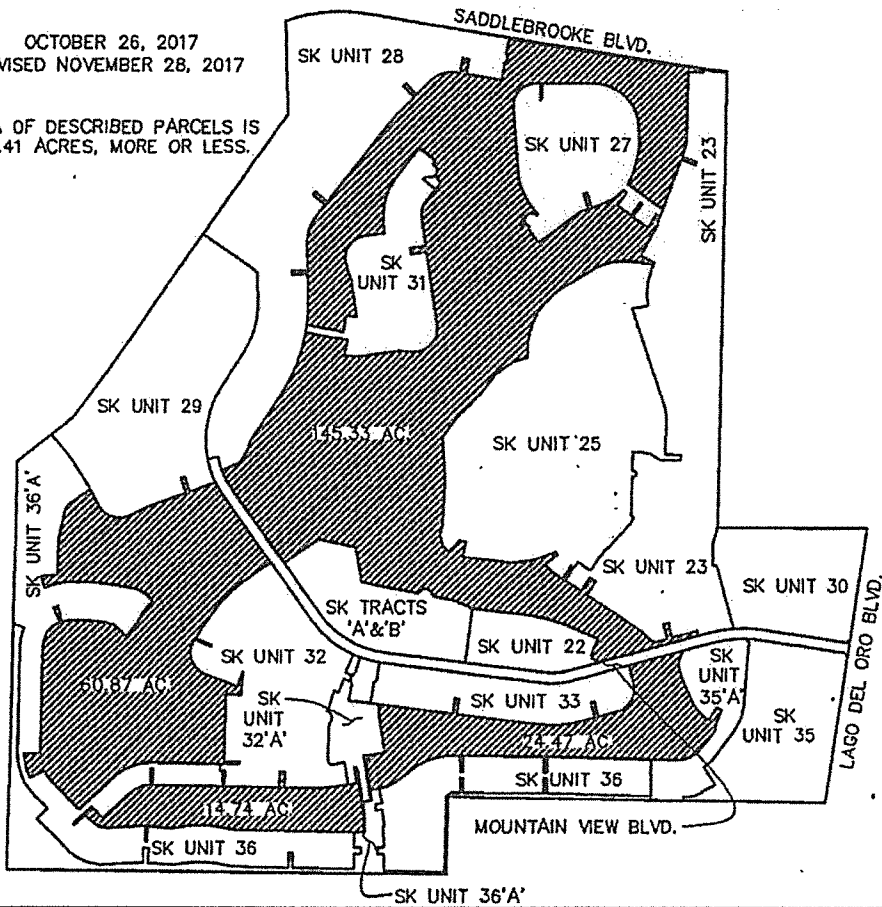


DESERT SKY SURVEYING, INC.
13845 E. Vista Verde Drive
Chandler, AZ 85249
Cell 602-499-0884

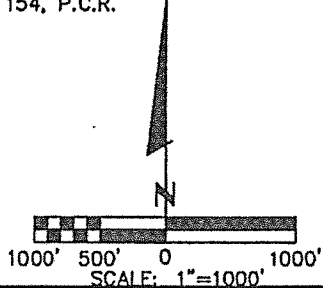
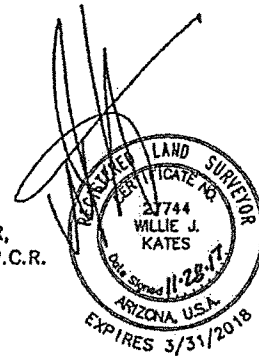
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF MOUNTAIN VIEW GOLF COURSE AT SADDLEBROOKE

OCTOBER 26, 2017
REVISED NOVEMBER 28, 2017

AREA OF DESCRIBED PARCELS IS
245.41 ACRES, MORE OR LESS.



- SADDLEBROOKE UNIT 22, CABINET 'C', SLIDE 038, P.C.R.
- SADDLEBROOKE UNIT 23, CABINET 'B', SLIDE 162, P.C.R.
- SADDLEBROOKE UNIT 25, CABINET 'C', SLIDE 027, P.C.R.
- SADDLEBROOKE UNIT 27, CABINET 'C', SLIDE 116, P.C.R.
- SADDLEBROOKE UNIT 28, CABINET 'C', SLIDE 066, P.C.R.
- SADDLEBROOKE UNIT 29, CABINET 'C', SLIDE 081, P.C.R.
- SADDLEBROOKE UNIT 30, CABINET 'C', SLIDE 044, P.C.R.
- SADDLEBROOKE UNIT 31, CABINET 'D', SLIDE 009, P.C.R.
- SADDLEBROOKE UNIT 32, CABINET 'C', SLIDE 089, P.C.R.
- SADDLEBROOKE UNIT 32 'A', CABINET 'D', SLIDE 082, P.C.R.
- SADDLEBROOKE UNIT 33, CABINET 'B', SLIDE 163, P.C.R.
- SADDLEBROOKE UNIT 35 (AMENDED), CABINET 'C', SLIDE 056, P.C.R.
- SADDLEBROOKE UNIT 35 'A' (AMENDED), CABINET 'C', SLIDE 057, P.C.R.
- SADDLEBROOKE UNIT 36, CABINET 'C', SLIDE 143, P.C.R.
- SADDLEBROOKE UNIT 36 'A', CABINET 'D', SLIDE 083, P.C.R.
- TRACTS 'A' AND 'B' OF SADDLEBROOKE TRACTS 'A', 'B' AND 'C', CABINET 'B', SLIDE 154, P.C.R.



DESERT SKY SURVEYING, INC.
A.L.T.A. AND TOPOGRAPHIC
SURVEYS—AERIAL MAPPING
G.I.S.—CONSTRUCTION LAYOUT

13845 E. MESA VERDE DR. CHANDLER, AZ 85249
PH 602-499-0884 FAX 480-583-4326

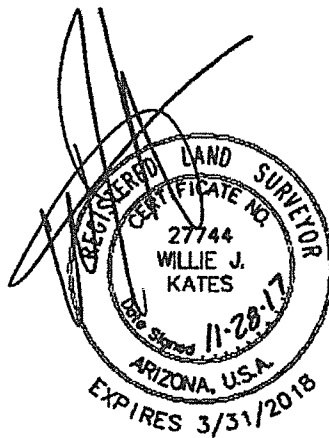
EXHIBIT "B"
(Legal Description Of Preserve Golf Course)

EXHIBIT 'B'
LEGAL DESCRIPTION
Saddlebrooke Preserve Golf Course
October 26, 2017
Revised November 28, 2017

Portions of Sections 13, 24, and 25, T.10S., R.14E., of the Gila and Salt River Base and Meridian, Pinal County, Arizona and those certain tracts as shown in the Final Plat Saddlebrooke Unit Forty-Three, recorded in Cabinet 'D', Slide 200, Pinal County Recorder, more particularly described as follows:

Tracts 'B' (78.75 AC), 'L' (16.06 AC), 'S' (9.03 AC), 'V' (16.50 AC), 'W' (20.02 AC), 'X' (7.47 AC), 'Y' (6.76 AC), and 'Z' (14.14 AC) of the aforementioned Final Plat Saddlebrooke Unit Forty-Three.

The above-described parcel contains 168.73 acres, more or less.

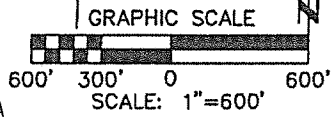
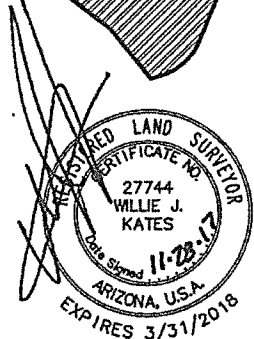
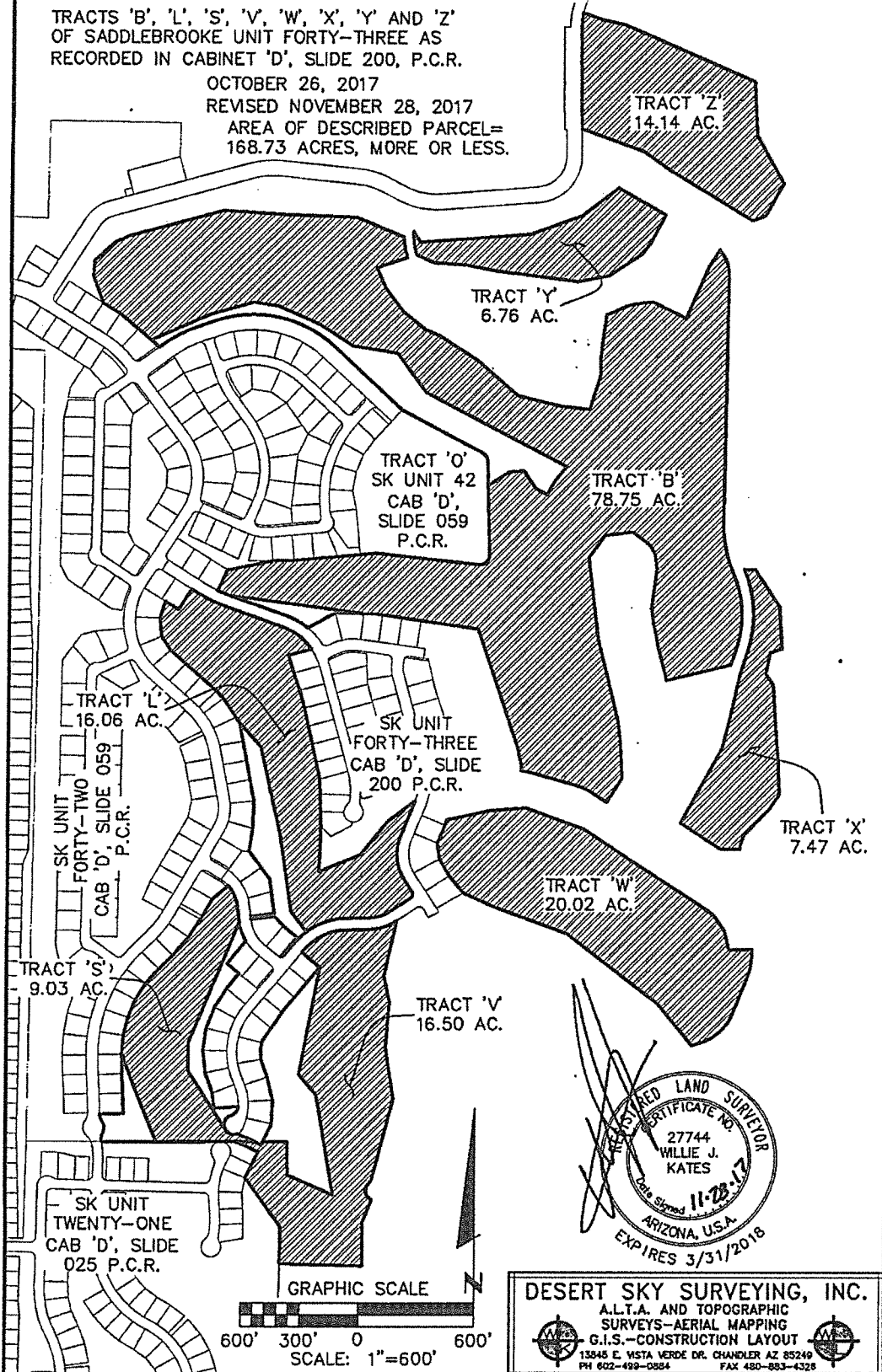


DESERT SKY SURVEYING, INC.
13845 E. Vista Verde Drive
Chandler, AZ 85249
Cell 602-499-0884

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF PRESERVE GOLF COURSE AT SADDLEBROOKE

TRACTS 'B', 'L', 'S', 'V', 'W', 'X', 'Y' AND 'Z'
OF SADDLEBROOKE UNIT FORTY-THREE AS
RECORDED IN CABINET 'D', SLIDE 200, P.C.R.

OCTOBER 26, 2017
REVISED NOVEMBER 28, 2017
AREA OF DESCRIBED PARCEL=
168.73 ACRES, MORE OR LESS.



DESERT SKY SURVEYING, INC.
A.L.T.A. AND TOPOGRAPHIC
SURVEYS-AERIAL MAPPING
G.I.S.-CONSTRUCTION LAYOUT

13545 E. VISTA VERDE DR. CHANDLER AZ 85249
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EXHIBIT "C"
(Legal Description Of Maintenance Areas)

EXHIBIT "C"
(Maintenance Areas)

Preserve Golf Course Maintenance Area:

Tract M of SaddleBrooke Unit Forty-Two, according to the plat of record, Cabinet D, Slide 59, Official Records of the Pinal County Recorder, Pinal County, Arizona.

MountainView Maintenance Area:

Tract C of SaddleBrooke Unit Thirty Six, according to the plat of record, Cabinet C, Slide 143, Official Records of the Pinal County Recorder, Pinal County, Arizona.

EXHIBIT "D"
(Legal Description Of Pickleball Complex)

EXHIBIT D
LEGAL DESCRIPTION
Saddlebrooke Pickle Ball Court Site
November 13, 2017
Revised December 21, 2017

A portion of the Northwest Quarter of Section 35, T.10S., R.14E., of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 35, a found aluminum cap in concrete, from which the North Quarter Corner of said Section 35, a found 1" iron rod, bears S85°13'57"E, 2729.77 feet distant;

THENCE southeasterly along said north line S85°13'57"E, a distance of 1321.47 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said North line S85°13'57"E, a distance of 252.93 feet;

THENCE leaving said North line S36°44'10"E, a distance of 275.67 feet;

THENCE S27°04'58"W, a distance of 136.11 feet;

THENCE S37°23'43"W, a distance of 223.81 feet;

THENCE S49°28'30"W, a distance of 9.23 feet;

THENCE N38°08'06"W, a distance of 97.74 feet;

THENCE N19°26'32"W, a distance of 59.12 feet;

THENCE N02°39'40"W, a distance of 180.52 feet to the beginning of a non-tangent curve, concave to the southwest, having a radius of 144.64 feet, the radius point of said curve bears N85°18'12"W;

THENCE northwesterly along said curve, through a central angle of 60°11'22", an arc distance of 151.94 feet to the beginning of a non-tangent curve, concave to the northeast, having a radius of 155.19 feet, the radius point of said curve bears N36°29'16"E;

THENCE northwesterly along said curve, through a central angle of 45°24'03", an arc distance of 122.97 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcels:

EXHIBIT 'D'
LEGAL DESCRIPTION
Saddlebrooke Pickle Ball Courts (Cont.)

PARCEL 'A'

COMMENCING at the Northwest Corner of said Section 35, a found aluminum cap in concrete, from which the North Quarter Corner of said Section 35, a found 1" iron rod, bears S85°13'57"E, 2729.77 feet distant;

THENCE southeasterly along said north line S85°13'57"E, a distance of 1321.47 feet to the TRUE POINT OF BEGINNING;

THENCE S85°13'57"E, a distance of 116.78 feet;

THENCE S04°46'03"W, a distance of 50.00 feet;

THENCE N85°13'57"W, a distance of 50.00 feet;

THENCE N40°14'16"W, a distance of 42.43 feet;

THENCE N85°13'57"W, a distance of 30.76 feet to the beginning of a non-tangent curve, concave to the east, having a radius of 155.19 feet, the radius point of said curve bears N74°10'20"E;

THENCE northerly along said curve, through a central angle of 07°42'59", an arc distance of 20.90 feet to the TRUE POINT OF BEGINNING.

The above-described Parcel 'A' contains 4,230 square feet or 0.10 acres, more or less.

PARCEL 'B'

COMMENCING at the Northwest Corner of said Section 35, a found aluminum cap in concrete, from which the North Quarter Corner of said Section 35, a found 1" iron rod, bears S85°13'57"E, 2729.77 feet distant;

THENCE southeasterly along said north line S85°13'57"E, a distance of 1321.47 feet;

THENCE S48°23'19"E, a distance of 167.52 feet to the TRUE POINT OF BEGINNING;

THENCE S52°28'17"E, a distance of 25.00 feet;

EXHIBIT B
LEGAL DESCRIPTION
Saddlebrooke Pickle Ball Courts (Cont.)

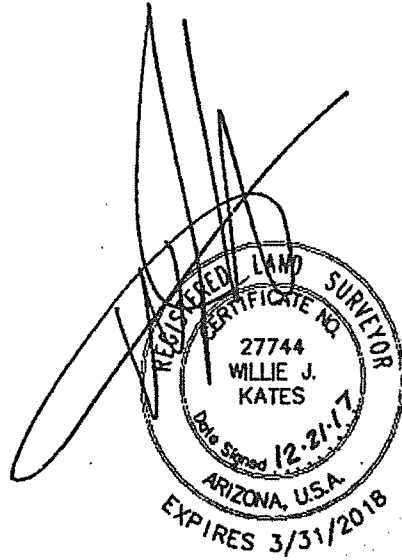
THENCE S37°31'43"W, a distance of 25.00 feet;

THENCE N52°28'17"W, a distance of 25.00 feet;

THENCE N37°31'43"E, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

The above-described Parcel 'B' contains 625 square feet or 0.01 acres, more or less.

The above-described main parcel, less Parcels 'A' and 'B', contains 109,606 square feet or 2.52 acres, more or less.



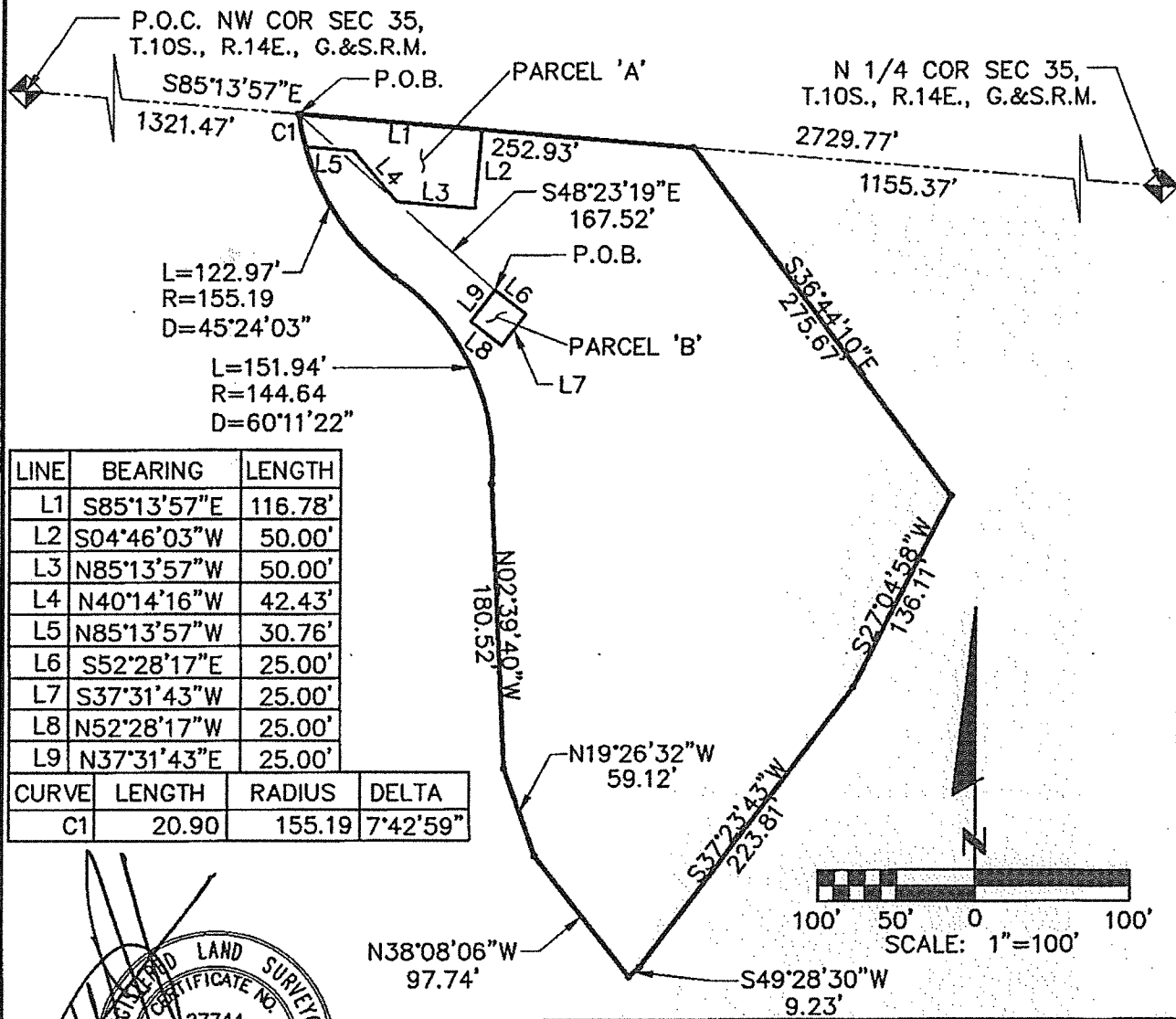
Desert Sky Surveying, Inc.
13845 E. Vista Verde Dr.
Chandler, AZ 85249

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR SADDLEBROOKE PICKLE BALL COURT SITE

NOVEMBER 13, 2017
REVISED DECEMBER 21, 2017

AREA OF DESCRIBED PARCEL=109,606 SQ
FT OR 2.52 ACRES, MORE OR LESS.

L:\SK\LEGALS\SK PICKLE BALL COURTS LEGAL\SK PICKLE LEGAL.dwg 12/21/2017



LINE	BEARING	LENGTH
L1	S85°13'57"E	116.78'
L2	S04°46'03"W	50.00'
L3	N85°13'57"W	50.00'
L4	N40°14'16"W	42.43'
L5	N85°13'57"W	30.76'
L6	S52°28'17"E	25.00'
L7	S37°31'43"W	25.00'
L8	N52°28'17"W	25.00'
L9	N37°31'43"E	25.00'

CURVE	LENGTH	RADIUS	DELTA
C1	20.90	155.19	7°42'59"



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