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When recorded, return to:

Gary L. Jones
c/o Desert Troon Equities, Inc.
8711 East Pinnacle Peak Road
Scottsdale, Arizona 85255
920247009-2
CHARTER TITLE AGENCY, INC.

THIS INSTRUMENT IS BEING RERECORDED
FOR THE SOLE PURPOSE OF ATTACHING
THE LEGAL DESCRIPTION, (EXHIBIT A&B)

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR WINDY WALK ESTATES UNIT II AND ANNEXABLE PROPERTY

THIS DECLARATION is made as of the date hereinafter
set forth by DESERT TROON EQUITIES, INC. an Arizona corporation
("DTE").

NO TITLE INSURANCE RECITALS

A. DTE is the owner of real property located in
Scottsdale, Maricopa County, Arizona, which is legally
described on Exhibit A ("Windy Walk Estates Unit II") to this
Declaration and the Annexable Property as defined below. The
term "Property" as used in this Declaration shall mean Windy
Walk Estates Unit II together with any portion of the Annexable
Property annexed into this Declaration.

B. DTE intends to develop the Property or portions
thereof, in stages, as single-family residential subdivisions.

C. DTE deems it desirable to establish covenants,
conditions and restrictions ("Restrictions") upon the Property
which shall constitute a general scheme for the development and
government of the Property and for the use, occupancy and
enjoyment of the Property, all for the purpose of enhancing and
protecting the value, desirability and attractiveness of the
Property.

D. In order to preserve the value, desirability and
attractiveness of the Property, DTE intends to form a
corporation, to be known as Troon Mountain Community
Association, which shall have the responsibility to maintain
and administer the Common Areas, to administer and enforce this
Declaration, to collect and disburse funds as provided in this
Declaration, and to perform such other acts as set forth in
this Declaration and as shall generally benefit the Property.

F. The Property, together with other real property,
is part of Troon Village, and is subject to that certain
Declaration of Covenants, Conditions and Restrictions for Troon
Village dated December 27, 1984 and recorded December 28, 1984
as Instrument No. 84-557396, records of Maricopa County,
Arizona, as amended and supplemented thereafter from time to
time (collectively, the "Troon Village Declaration"), pursuant
to which the Troon Village Association is established. The

provisions of this Declaration are subject and subordinate to the provisions of the Troon Village Declaration and the Articles of Incorporation and Bylaws of the Troon Village Association.

G. The Windy Walk Estate Unit II is also subject to that certain Tract Declaration for Windy Walk Estates Unit II, dated and recorded concurrently herewith ("Tract Declaration"), which provides that the Windy Walk Estate Unit II shall be used exclusively for single-family residential purposes and imposes additional covenants, conditions, restrictions and easements on the Property. The provisions of this Declaration are subject and subordinate to the provisions of the Tract Declaration.

NOW, THEREFORE, DTE hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and all of which are hereby declared to be for the benefit of the Property and the Owners thereof, their heirs, personal representatives, administrators, executors, successors, grantees and assigns. These Restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

The following words, phrases and terms used in this Declaration shall have the meanings set forth below:

1.01 "Annexable Property" shall mean the real property described on Exhibit B attached hereto and incorporated herein by reference.

1.02 "Association" shall mean and refer to Troon Mountain Community Association, an Arizona nonprofit corporation to be organized by Declarant to administer and enforce this Declaration and to exercise the rights, powers and duties of the Association as set forth in this Declaration and such corporation's successors and assigns.

1.03 "Board" means the Board of Directors of the Association.

1.04 "Common Areas" shall mean Tract A, shown on the subdivision plat of Windy Walk Estates Unit II, in Book 350 of Maps, page 21, official records of Maricopa County, Arizona, and all recreational facilities, community facilities, trees, pavements, streets, landscaping, pipes, wires, conduits and other public utility lines located thereon; any similar common areas created within any portion of the Annexable Property annexed into this Declaration and all additions to such areas made by any supplementary declaration, together with any other real or personal property owned by the Association.

1.05 "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas and the improvements thereon; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers and other employees, accountants, attorneys and other agents; the costs of utilities, street maintenance and repair, trash pick-up and disposal, landscaping, security services, maintenance of guard houses, and other services benefitting the Property; the cost of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas or other Association property; other insurance costs authorized herein; reasonable reserves as deemed appropriate by the Board; the costs of bonding of the members of the Board and officers of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof; and the costs of any other item or items designated by, or incidental to other expenses incurred by, the Association for any reason whatsoever which in the good faith judgment of the Board are incurred in connection with the Common Areas, pursuant to the Articles of Incorporation or the Bylaws in furtherance of the purposes of the Association, or in the discharge of any obligations imposed on the Association by this Declaration.

1.06 "Declarant" shall mean DTE and any successor or assign of Declarant's rights and powers hereunder.

1.07 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Windy Walk Estates Unit II and Annexable Property, as amended or supplemented from time to time.

1.08 "Default Rate" shall mean an annual rate of interest equal to eighteen percent (18%) per annum. Notwithstanding anything herein to the contrary, if, during any periods, the highest lawful rate of interest which may be paid by the person required to pay the Default Rate is less than the Default Rate, the interest payable by such person during such periods shall be the highest lawful rate.

1.09 "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot and intended for use and occupancy as a single-family residence.

1.10 "Lot" shall mean and refer to a separately designated and legally described plot of land and the improvements thereon designated as a Lot on the most recently recorded subdivision plat or plats of the Property or portion thereof. The platted lots are referred to collectively herein as "Lots."

1.11 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.12 "Owner" shall mean and refer to the record holder of legal title to the fee interest in any Lot, regardless of whether such Owner actually resides on any part of the Lot and shall include a purchaser of a Lot who holds equitable title to a Lot purchased pursuant to a recorded contract of sale. The foregoing is not intended to include persons who hold an interest in any Lot merely as security for the performance of an obligation or the seller under a contract of sale. "Owner" shall also include each person who owns title to a Lot in joint tenancy, tenancy in common, as community property, or any other form of joint ownership. "Owner" shall include Declarant as long as Declarant owns any Lot within the Property.

ARTICLE 2

ASSOCIATION

2.01 Purpose. The Troon Mountain Community Association shall be a nonprofit corporation organized under and by virtue of the laws of the State of Arizona for the general welfare and benefit of the Owners. The Association, through its Members and Board shall take appropriate action to manage, maintain, repair, replace and improve the Common Areas, together with all improvements located thereon, to perform related activities, and to perform all other functions and duties assigned to the Association by this Declaration, or set forth in the articles or bylaws of the Association. Neither the articles nor bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration, the Troon Village Declaration, the Troon Village Association's articles or bylaws, or the Tract Declaration.

2.02 Prohibited Activities. Notwithstanding anything herein contained to the contrary, no part of the activities of the Association shall be devoted to carrying on propaganda or otherwise attempting to influence legislation and the Association shall make no gift, donation or contribution to any institution or organization engaged in such activities. No part of the net earnings of the Association shall be utilized (other than by acquiring, constructing, or providing management, maintenance, and care of the Association's property, and other than by a rebate of excess membership assessments) for the benefit of any private member or individual.

2.03 Membership.

(a) Every Owner, including Declarant, shall be a Member of the Association. An Owner shall remain a Member of the Association until such time as he ceases to be an Owner of a Lot, at which time his membership in the Association automatically shall cease. Ownership shall be the sole qualification and criterion for membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner fails or refuses to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

(b) The Owner of a Lot shall be entitled to one (1) membership in the Association; provided, however, if any such Lot is owned by two or more persons, the membership as to such Lot shall nevertheless be a single membership entitled to one (1) vote, although the membership for such Lot shall be issued in the names of all of the joint Owners. The joint Owners shall designate to the Association, in writing, the person who shall have the power to vote said membership. In the absence of such designation, and until such designation is made, such joint Owners shall lose their right to vote with respect to all matters in question. Membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

2.04 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. However, anything in this Declaration to the contrary notwithstanding, Members shall not be entitled to exercise any voting rights hereunder until the first to occur of (the "Turnover Date"):

(i) the date twenty (20) years from the date of this Declaration, or

(ii) such time as Declarant shall elect to transfer control of the Association to the Members by notice to the Association in writing.

Fractional votes shall not be allowed. However, if an Owner holds more than one vote, the votes need not be cast as a unit.

2.05 Board of Directors. The Board shall consist of not less than three (3) nor more than five (5) individuals. Prior to the Turnover Date, Board members shall be appointed and removed by Declarant. Following the Turnover Date, Board members shall be elected at each annual meeting of the Members of the Association, as more particularly set forth in the Articles and Bylaws. Prior to the Turnover Date, members of the Board do not have to be Owners of Lots; however, all members of the Board elected after the Turnover Date shall be Owners of Lots (or the spouses of Owners, or if an Owner is a corporation, partnership or trust, an officer, director, partner, agent, trustee or beneficiary, as applicable).

2.06 Suspension of Voting Rights. If any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration or shall be in default in the performance of any of the terms of this Declaration for a period of fifteen (15) calendar days, said Owner's right to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments are brought current and all defaults cured.

2.07 Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, for the performance of the Association's duties and other purposes consistent with this Declaration, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee is employed by or otherwise connected with Declarant or its affiliates; provided that the fact of such interest shall be disclosed or known to the other directors acting upon

such contract or transaction, and provided further, that the transaction or contract is fair and reasonable. Any such director, officer, or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract, transaction, or approval with like force and effect as if he were not so interested.

ARTICLE 3

PROPERTY RIGHTS

3.01 Perpetual Easement. Declarant hereby grants to the Association, and to each and every Member thereof a non-exclusive perpetual easement of use and enjoyment in and to the Common Areas. Such right and easement of use and enjoyment shall be subject to reasonable rules and regulations as may be promulgated from time to time by the Board ("Association Rules"), including, but not being limited to:

(a) The right of the Association to limit the number of guests of Members, to charge reasonable admission or other fees for the use of any recreational or other common facilities situated upon the Common Areas, and to otherwise promulgate Association Rules regarding the use of the Common Areas;

(b) The right of the Association to suspend the right to use the facilities situated upon the Common Areas by any Owner for any period during which an assessment against the Owner's Lot remains unpaid or for any violation of this Declaration, the Articles or Bylaws, or the Association Rules;

(c) The right of the Association to dedicate, transfer, convey or grant easements upon all or any part of the Common Areas as provided in this Declaration;

(d) The right of the Association to levy assessments for maintenance of the Common Areas and pay expenses incurred in connection with the Common Areas; and

(e) The right of the Association to exchange portions of the Common Areas with Declarant or other Owners for other portions of the Property. Following

such exchange, the Common Areas conveyed to Declarant or other Owners shall no longer be Common Areas and the portion of the Property conveyed to the Association shall be Common Area.

3.02 Delegation of Use. Any Member may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of the Common Areas to the members of his family, his tenants, guests and invitees, provided such delegation is to a reasonable number of persons and at reasonable times and in compliance with the Association Rules.

3.03 Conveyance. On or before the Turnover Date when the Members become entitled to vote, Declarant shall convey to the Association title to the Common Areas. Such conveyance shall be without warranty of title.

3.04 Dedications and Transfers. Upon acquiring title to the Common Areas, the Association shall have the right to dedicate, transfer, convey or grant easements upon all or any part of the Common Areas to any public agency, authority or utility or to landowners, including Owners, within Troon Village, for such purposes and subject to such conditions as may be agreed to by the Association. Following the Turnover Date, no such dedication, transfer, conveyance or grant shall be effective unless approved in advance and in writing by two-thirds (2/3) of the Members and two-thirds of the mortgagees (or holders of beneficial interests under Deeds of Trust or sellers holding legal title under contracts of sale) having an interest in the property being dedicated, transferred, conveyed or granted.

3.05 Real Property Taxes. Real property taxes, assessments, and other governmental charges which are attributable to the Common Areas shall be the responsibility of, and an expense of, the Association.

ARTICLE 4

ARCHITECTURAL CONTROL

4.01 Architectural Control. No improvement, whether a building, fence, wall or other structure of any nature or description whatsoever, shall be commenced, erected, placed or maintained on any Lot until plans and specifications for the same have been approved by the Architectural Review Committee of Troon Village as provided in the Troon Village Declaration.

ARTICLE 5

COMMON AREA MAINTENANCE

5.01 Common Area Maintenance. The Association, or its duly delegated representative, shall maintain and otherwise manage the Common Areas, including, but not limited to, the landscaping, parking areas, guard houses, streets and recreational facilities located thereon. However, in the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which the Owner's Lot is subject.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.01 Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, enhancing the quality of life within the Property and enhancing the value, desirability and attractiveness of the Property, including, without limitation, the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and the discharge of the Association's duties under this Declaration and other agreements to which the Association is a party.

6.02 Creation of the Lien and Personal Obligation for Assessments. Each Owner by acceptance of a deed or other instrument making such person an Owner (whether or not it shall be so expressed in any such deed), is deemed to covenant and agree to pay to the Association: Regular Assessments and Special Assessments (collectively, "Assessments"), such Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest at the Default Rate from the due date until paid, costs and reasonable attorneys' fees of the Association incurred in connection with enforcement and collection of any Assessment or in otherwise enforcing this Declaration, and any other costs or expenses stated in this Declaration to be secured by an Assessment Lien, shall be a charge on, and shall be a continuing servitude and lien upon, the Lot against which each such Assessment is made, (hereinafter "Assessment Lien"). Each such Assessment, together with such interest at the Default Rate, costs and reasonable attorneys' fees as described

above, shall also be the personal obligation of the Owner of such Lot or Lots at the time when the Assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but subject to the provisions of Section 6.11 herein entitled "Subordination of Assessment Liens," the Assessment Lien for the full amount of Assessments unpaid at the date of a transfer of the Lot shall continue as a charge against the Lot in the hands of the subsequent Owner. No Owner of a Lot may exempt himself from liability for payment of Assessments by waiver of the use or enjoyment of any of the Common Areas.

6.03 Regular Assessments. In order to provide funds to enable the Association to carry out its powers and duties pursuant to this Declaration, including payment of Common Expenses and the establishment of appropriate and reasonable reserves, at least thirty (30) days prior to the beginning of each calendar year, commencing with the first full year after the year in which this Declaration is recorded, the Board shall estimate the total expenses of the Association for the upcoming year and shall assess against each Lot a Regular Assessment. Written notice of the annual Regular Assessments shall be sent to each Owner. During the year, the Board may revise the amount of the Regular Assessments in order to meet expenses which exceed the amounts anticipated by the Association and collect such increased Assessments.

6.04 Declarant's Exemption. Anything in this Declaration to the contrary notwithstanding, prior to the Turnover Date, Declarant shall not be liable for and shall not be required to pay Assessments upon Lots owned by Declarant. In lieu thereof, Declarant agrees that during such time as Declarant owns Lots as to which Assessments are not being paid, Declarant shall pay to the Association the difference between the amount of Assessments receivable by the Association, regardless of whether the Assessments are actually collected, and the actual expenses of the Association. Such payments by Declarant shall be made at such times as Declarant and the Board shall agree. Following the Turnover Date, Declarant shall pay Assessments based on Lot ownership.

6.05 Special Assessments.

(a) If the need for maintenance or repair of any Common Area or Lot is caused through the willful or negligent act of any Owner, his family, guests, invitees, or any other person or Occupant, the cost of such maintenance or repairs shall constitute a Special Assessment against such Owner and against each Lot owned by such Owner and shall be secured by an Assessment Lien against each Lot of the Owner. If any portion of any Lot is maintained so as to present a public or private

nuisance or to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property or if any portion of a Lot is being used in a manner which violates this Declaration or the Tract Declaration or if the Owner of any Lot is failing to perform any of its obligations under this Declaration or the Tract Declaration or to abide by any of the provisions of this Declaration or the Tract Declaration, the Board may, by resolution, make a finding to such effect. The resolution of the Board shall specify the particular condition or conditions which exist, and notice shall be given to the Owner of the subject Lot that unless corrective action is taken within fourteen (14) days of receipt of the notice, the Board may cause such action to be taken at the Owner's cost or the Board may commence appropriate legal action, whether at law or in equity, to compel compliance with this Declaration or the Tract Declaration. If, at the expiration of the 14-day notice, the requisite corrective action has not been taken, the Board shall have the right to cause corrective action to be taken and/or to commence appropriate corrective legal action and all costs thereof, including court costs and attorneys' fees, shall bear interest from the date incurred until paid at the Default Rate and shall be a Special Assessment against the offending Owner and against each Lot owned by the Owner and shall be secured by an Assessment Lien against each Lot of the Owner.

(b) If the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or not by individual Owners, such Owners in accepting such materials or services shall be deemed to have agreed that statements thereof from the Association shall be Special Assessments.

(c) The Board shall also have the right and power to provide for the construction of additional recreational and other common facilities, and/or the alteration, demolition or removal of existing recreational and other common facilities and to provide for the payment thereof by Special Assessments. Following the Turnover Date, any such alteration, demolition, removal, construction or improvement approved by the Board shall also require ratification and approval by the affirmative vote of sixty-six percent (66%) of the Members present at a duly called meeting at which a quorum is present.

6.06 Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any, and whether any other violations pursuant to this Declaration exist and the nature of such violations, if any. A

reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

6.07 Refunds; Offsets. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during a year. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. No offset against an Assessment shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties or responsibilities under this Declaration. No Owner may exempt himself from liability for any Assessment by waiver of the use or enjoyment of the Common Areas or by abandonment of his Lot, or any improvement thereon.

6.08 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the delinquency date, a late charge of Thirty Dollars (\$30.00), or such other amount as the Board shall from time to time determine, shall be levied and the Assessment shall bear interest from the date of delinquency until paid at the Default Rate. The Association may, at its option, bring an action at law against the Member personally obligated to pay the same and/or foreclose the Assessment Lien against the Member's Lot or Lots in accordance with the then prevailing law of the State of Arizona relating to the foreclosure of liens upon real property. If an action is commenced, there shall be added to the amount of such Assessment the late charge, interest, expenses incurred in connection with collection of the debt secured by the Assessment Lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said late charge, interest, collection costs, reasonable attorneys' fees, and the costs of the action. Each Member vests in the Association, or its agents, the right and power to bring all actions at law or equity against such Member for the collection of such delinquent Assessments. At any foreclosure sale of a Lot or Lots authorized pursuant to the then prevailing laws of the State of Arizona, the Association, through its duly authorized agents, shall have the power to bid on such Lot or Lots at the sale, using Association funds or funds borrowed for such purpose, and to acquire and hold, lease, mortgage and convey the same.

6.09 Subordination of Assessment Lien to First Mortgage or Deed of Trust; Priority of Assessment Lien. The Assessment Lien shall be subordinate to any first mortgage or deed of trust on the affected Lot. The Assessment Lien shall

also be subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the priority of any Assessment Lien relates back to the date of recordation of this Declaration and each Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any Lot. Sale or transfer of any Lot shall not affect the Assessment Lien unless the sale or transfer is pursuant to foreclosure of a first mortgage or first deed of trust or pursuant to any trustee's sale or any proceeding in lieu thereof. In that case, the purchaser at the mortgage foreclosure or deed of trust sale or any grantee taking by deed in lieu of foreclosure shall take the Lot free of the Assessment Lien for all Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure. Such purchaser or grantee, however, shall be liable for all Assessments and associated Assessment Liens accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure.

6.10 Curing of Default. Upon the timely curing of any default for which a Notice of Lien Priority was recorded by the Association, officers of the Association are hereby authorized to record an appropriate release of such Notice, upon payment by the defaulting Owner of a fee to be determined by the Association to cover the cost of preparing and recording such release together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or fees as shall have been incurred.

6.11 Cumulative Remedies. The Assessment Lien and the rights to foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law or equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

6.12 Exempt Property. The Common Areas shall be exempt from Assessments.

ARTICLE 7

INSURANCE

7.01 Insurance. The Association shall obtain a broad form public liability policy (of at least \$1,000,000 combined limits) covering all Common Areas and facilities and all damage or injury caused by the negligence of the Association or any of its officers, directors or agents. Premiums for all such insurance shall be Common Expenses. In the event of damage or destruction by fire or other casualty to any property located

upon the Common Areas, the Association shall, upon receipt of the insurance proceeds, contract with any licensed contractor to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in the accounts of a bank or other financial institution which are insured by a federal government agency. If the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such property to the same condition as formerly, the Association shall levy a Special Assessment against all Owners.

ARTICLE 8

USE RESTRICTIONS

8.01 Additional Use Restrictions. Prior to the Turnover Date, Declarant reserves the right to impose additional use restrictions against the Property by recording an amendment to this Declaration in the records of Maricopa County, Arizona.

ARTICLE 9

EASEMENTS

9.01 Easements. There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television cable or communication lines and systems. Notwithstanding anything to the contrary contained in this Article 9, no sewers, electrical lines, water lines, or other utility or service lines may be installed or relocated on the Property except as approved by the Declarant or the Board. The easement herein granted shall in no way affect other recorded easements on the Property.

ARTICLE 10

ANNEXATION OF ADDITIONAL PROPERTY; DEANNEXATION

10.01 Development of Annexable Property. Declarant intends to sequentially develop the Annexable Property on a phase basis; however, Declarant may elect not to develop all or any part of the Annexable Property, to annex any portion thereof to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any portion of the Annexable Property to the plan of this Declaration or one or

more separate declarations of covenants, conditions, and restrictions which subject said property to the jurisdiction and powers of a homeowners' association or other entity with powers and obligations similar to the Association and which is not subject to the provisions of this Declaration. Although Declarant shall have the ability to annex the Annexable Property as provided in this Article 10, Declarant shall not be obligated to annex all or any portion of the Annexable Property, and such property shall not become subject to this Declaration unless and until a Declaration of Annexation shall have been recorded as herein provided.

10.02 Annexation. All or portions of the Annexable Property may be annexed into and made subject to this Declaration from time to time, without the approval, assent, or vote of the Association or the Owners, by a Declaration of Annexation executed and recorded by Declarant on the portions of the Annexable Property then being annexed by Declarant. Upon the Recordation of such Declaration of Annexation, the portions of the Annexable Property so annexed shall be subject in all respects to this Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter said Annexable Property shall be part of the Property for all intents and purposes of this Declaration, and all the Owners of Lots in such Annexable Property shall automatically be Owners hereunder and Members of the Association. A Declaration of Annexation shall be in writing and in recordable form, shall legally describe the portion of the Annexable Property to be added to the plan of this Declaration, and shall incorporate by reference all of the Restrictions of this Declaration. Declarations of Annexation may contain such complimentary additions and modifications of the Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexable Property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Declaration of Annexation revoke, modify, or add to the Restrictions established by this Declaration with respect to the Property already subject to this Declaration.

10.03 Deannexation. Notwithstanding any other provision of this Declaration, Declarant shall have the right from time to time, at its sole option and without the consent of any other person (except as provided in this Section 10.03), to delete from the Property and remove from the effect of this Declaration one or more portions of the Property; provided, however, that (a) a portion of the Property may not be so deleted and removed unless at the time of such deletion and removal such portion is owned by Declarant or Declarant executes and records an instrument approving such deletion and removal; (b) a portion of the Property may not be so deleted

and removed unless at the time of such deletion and removal no Dwelling Units or Common Area recreational facilities have been constructed thereon; and (c) a portion of the Property may not be so deleted and removed if such deletion and removal would deprive Owners of other parts of the Property of access or other easements or rights-of-way necessary to the continued use of their respective parts of the Property (unless Declarant at the same time provides for reasonably adequate replacement easements or rights-of-way). Declarant may exercise its rights under this Section 10.03 in each case by executing and causing to be recorded an instrument which identifies the portion of the Property to be so deleted and removed and which is executed by each owner of such portion (if other than Declarant). The deletion and removal of such portion of the Property shall be effective upon the later of (i) the date such instrument is recorded; or (ii) the effective date specified in such instrument, if any, whereupon, except as otherwise expressly provided in this Section 10.03, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property and not subject to this Declaration, and the Owner(s) thereof shall not be deemed to be Owners or Members or have any other rights or obligations hereunder except as members of the general public. No such deletion and removal of a portion of the Property shall act to release such portion from the lien for Assessments or other charges hereunder which have accrued prior to the effective date of such deletion and removal, but all such Assessments or other charges shall be appropriately prorated to the effective date of such deletion and removal, and no Assessments or other charges shall thereafter accrue hereunder with respect to the portion of the Property so deleted and removed. Each portion of the Property deleted and removed pursuant to this Section 10.03 shall thereafter be deemed to be a part of the Annexable Property unless otherwise expressly provided to the contrary in the instrument recorded by Declarant to effect such deletion and removal.

ARTICLE 11

GENERAL PROVISIONS

11.01 Enforcement. After the date on which this Declaration has been recorded, these Restrictions may be enforced by any one or more of the following: (a) the Association, which shall have the right and duty to enforce the same and expend Association moneys in pursuance thereof; (b) the Declarant, its successors and assigns (so long as Declarant has an interest in any part of the Property); and (c) the Owner or Owners of any Lot. Enforcement shall be by proceedings at law or in equity (either to restrain violation or to recover damages) against any person or persons violating or attempting

to violate any Restriction; provided that the Association by and through its Board, is additionally authorized to enforce these Restrictions by taking any action reasonably required to remedy a violation hereunder. If the Declarant or the Association employs an attorney or attorneys to enforce any lien or to collect any moneys due pursuant to this Declaration or otherwise seeks to enforce these Restrictions, the Declarant or Association, as the case may be, shall be reimbursed by the Owner or Owners whose actions have necessitated the enforcement proceeding for all costs, including attorneys' fees, expended in such enforcement efforts, regardless of whether or not a civil action is actually commenced. Said amounts shall be payable within ten (10) days following the Owner's receipt of a written statement of the costs incurred, and shall bear interest at the Default Rate from the date due until paid. If such amounts are not paid as provided for herein, the amount of such costs shall constitute an Assessment Lien upon said Owner's Lot, subject to the provisions of Article 6 hereof. Nothing herein shall be deemed to indicate that damages at law constitute an adequate remedy for violation of a Restriction herein.

11.02 Master Documents. The provisions of this Declaration are subject and subordinate to the provisions of the Troon Village Declaration, the Articles and Bylaws of the Troon Village Association, the rules adopted by the Troon Village Association and its duly appointed committees. To the extent that the provisions of this Declaration are inconsistent with or in derogation of any of the provisions of the Troon Village Declaration, the Articles and Bylaws of the Troon Village Association, the rules adopted by the Troon Village Association or its duly appointed committees or the Tract Declaration, the provisions of such documents, articles and rules shall control. If an Owner violates any of the provisions of the Troon Village Declaration or the Tract Declaration and the Troon Village Association fails to restrain or enforce the violation for an unreasonable period of time after written request to do so by the Association, such violation may be restrained or enforced as provided in Section 11.01 above, in addition to as provided in the Troon Village Declaration.

11.03 Waiver or Abandonment. The waiver of, or failure to enforce any breach or violation of any Restrictions herein contained shall not be deemed to be a waiver or abandonment of such Restrictions, or a waiver of the right to enforce any subsequent breach or violation of such Restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these Restrictions) had knowledge of the breach or violation.

11.04 Equal Treatment of Owners. These Restrictions shall be applied to all Owners without discrimination.

11.05 Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, and in the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this Agreement invalid, this Agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.

11.06 Gender and Number. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.07 Topic Headings. The marginal or topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs of this Declaration.

11.08 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions of this Declaration.

11.09 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the rule against perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest. The "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

11.10 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

11.11 Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that Declarant (including without limitation any assignee of the interest of Declarant hereunder) shall have no personal liability to the Association, or to any Owner, or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration, except to the extent of Declarant's interest in the Property, and in the event of a judgment against Declarant, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets, of the judgment debtor.

11.12 References to Covenants in Deeds; Binding Effect. Deeds to and instruments affecting any Lot or any part of the Property may contain the provisions of this Declaration by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall run with and burden the Property and each portion thereof and be binding upon each Owner and all other parties having any right, title, or interest in, or otherwise coming upon, using, or enjoying the Property, their heirs, personal representatives, executors, administrators, successors and assigns.

ARTICLE 12

TERM; AMENDMENTS.


12.01 Term. This Declaration shall be effective upon the date of recordation and, as amended from time to time, shall continue in full force and effect for a period of twenty (20) years from the date hereof. From and after said date, this Declaration as amended, shall be automatically extended for successive terms of ten (10) years each unless there is an affirmative vote to terminate this Declaration by the then Owners holding at least ninety percent (90%) of the total voting power in the Association at an election held for such purpose within six (6) months prior to the expiration of the initial twenty (20) year term or any ten (10) year extension period. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%)

of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded a Certificate of Termination, duly signed and acknowledged by the president or vice president and attested by the secretary or assistant secretary of the Association, with their signatures being acknowledged. Thereupon, this Declaration shall have no further force and effect, and the Association shall be dissolved.

12.02 Amendments. Prior to the Turnover Date, the Declaration may be amended by majority vote of the Board at a meeting duly called pursuant to the Articles and Bylaws for the adoption of the amendment. After the Turnover Date, the Declaration may be amended by the affirmative vote of Owners holding at least seventy-five percent (75%) of the total voting power in the Association at a meeting duly called pursuant to the Articles and Bylaws for the adoption of the amendment. This Declaration may be amended by recording a Certificate of Amendment, duly signed and acknowledged by the president or vice president and attested by the secretary or assistant secretary of the Association or, if the Amendment is adopted prior to the Turnover Date, signed and acknowledged by the Board.

DATED this 10th day of September, 1992.

DESERT TROON EQUITIES, INC.,
an Arizona corporation

By: 
Name: Daniel S. Smith
Title: President

"Declarant"

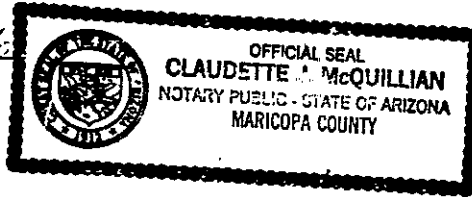
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 1st day of September 1992, by Daniel S. Smith,
the President of DESERT TROON EQUITIES,
Inc., an Arizona corporation, on behalf of the corporation.

Claudette J. McQuillian
Notary Public

My Commission Expires:

January 16, 1996



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Exhibit "B" continued. . .

**TROON PARCEL D
LEGAL DESCRIPTION
June 22, 1992**

Those portions of the northwest quarter of Section 3, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows;

BEGINNING at the north quarter corner of said Section 3;
thence South 00 degrees 01 minutes 44 seconds East along the north-south mid section line a distance of 1974.88 feet;
thence South 17 degrees 38 minutes 26 seconds West a distance of 920.62 feet;
thence South 34 degrees 43 minutes 06 seconds West a distance of 628.14 feet;
thence North 52 degrees 21 minutes 08 seconds West a distance of 469.12 feet;
thence North 34 degrees 25 minutes 38 seconds West a

TROON PARCEL G
LEGAL DESCRIPTION
July 1, 1992

Those portions of the west half of Section 3, Township 4 North, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows;

Commencing at the southwest corner of said Section 3;
thence South 89 degrees 39 minutes 19 seconds East along the southerly line of said Section 3 a distance of 879.84 feet to the TRUE POINT OF BEGINNING;
thence South 89 degrees 39 minutes 19 seconds East continuing along the southerly line of said Section 3 a distance of 374.17 feet;
thence North 03 degrees 51 minutes 18 seconds West a distance of 485.06 feet;
thence North 57 degrees 55 minutes 42 seconds East a distance of 1024.58 feet;
thence North 11 degrees 19 minutes 41 seconds West a distance of 717.31 feet;
thence North 34 degrees 43 minutes 06 seconds East a distance of 80.88 feet;
thence North 52 degrees 21 minutes 08 seconds West a distance of 469.12 feet;
thence North 34 degrees 25 minutes 38 seconds West a distance of 452.94 feet;
thence South 71 degrees 29 minutes 43 seconds West a distance of 661.89 feet;
thence South 39 degrees 18 minutes 11 seconds East a distance of 44.76 feet;
thence South 20 degrees 52 minutes 54 seconds East a distance of 137.91 feet;
thence South 33 degrees 57 minutes 17 seconds West a distance of 18.42 feet;
thence South 42 degrees 57 minutes 39 seconds West a distance of 47.51 feet;
thence South 69 degrees 40 minutes 22 seconds West a distance of 77.27 feet;
thence South 08 degrees 30 minutes 48 seconds West a distance of 36.09 feet;
thence North 88 degrees 50 minutes 05 seconds West a distance of 87.78 feet;
thence South 11 degrees 43 minutes 31 seconds West a distance of 47.52 feet;
thence North 77 degrees 27 minutes 00 seconds East a distance of 51.76 feet;
thence North 03 degrees 07 minutes 27 seconds West a distance of 22.44 feet;
thence South 81 degrees 44 minutes 38 seconds East a distance of 37.77 feet;
thence South 23 degrees 39 minutes 37 seconds East a distance of 48.74 feet;
thence South 49 degrees 43 minutes 26 seconds East a

Exhibit "B" continued. . .

distance of 122.19 feet;
thence South 57 degrees 01 minutes 45 seconds West a
distance of 202.74 feet;
thence South 46 degrees 04 minutes 10 seconds East a
distance of 177.25 feet;
thence South 27 degrees 30 minutes 29 seconds West a
distance of 67.17 feet;
thence South 17 degrees 34 minutes 56 seconds West a
distance of 31.22 feet;
thence South 81 degrees 02 minutes 00 seconds East a
distance of 48.30 feet;
thence South 37 degrees 39 minutes 39 seconds East a
distance of 77.14 feet;
thence South 11 degrees 27 minutes 29 seconds East a
distance of 47.06 feet;
thence South 71 degrees 58 minutes 01 seconds West a
distance of 102.09 feet;
thence South 25 degrees 36 minutes 05 seconds West a
distance of 33.95 feet;
thence South 87 degrees 45 minutes 41 seconds West a
distance of 31.36 feet;
thence South 03 degrees 10 minutes 04 seconds West a
distance of 258.37 feet;
thence North 87 degrees 30 minutes 35 seconds East a
distance of 205.66 feet;
thence South 79 degrees 45 minutes 03 seconds East a
distance of 96.72 feet;
thence South 16 degrees 17 minutes 16 seconds East a
distance of 56.29 feet;
thence South 04 degrees 08 minutes 13 seconds East a
distance of 123.88 feet;
thence South 29 degrees 35 minutes 52 seconds West a
distance of 113.83 feet;
thence South 26 degrees 13 minutes 44 seconds East a
distance of 56.72 feet;
thence South 78 degrees 12 minutes 07 seconds West a
distance of 77.01 feet;
thence South 20 degrees 55 minutes 45 seconds West a
distance of 90.49 feet;
thence South 32 degrees 46 minutes 25 seconds West a
distance of 88.88 feet;
thence North 73 degrees 20 minutes 53 seconds West a
distance of 112.67 feet;
thence South 10 degrees 44 minutes 34 seconds East a
distance of 123.81 feet;
thence South 25 degrees 22 minutes 52 seconds East a
distance of 219.91 feet;
thence South 16 degrees 31 minutes 02 seconds East a
distance of 97.81 feet;
thence South 19 degrees 45 minutes 19 seconds East a
distance of 173.78 feet;
thence South 49 degrees 37 minutes 05 seconds West a
distance of 22.47 feet to the TRUE POINT OF BEGINNING.

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Exhibit "B" continued. . .

TROON PARCEL I
LEGAL DESCRIPTION
July 1, 1992

These portions of the west half of Section 3, Township 4 North,
Range 5 East, of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona, more fully described as follows;

BEING at the south quarter corner of said Section 3;
thence North 89 degrees 39 minutes 19 seconds West along the
southerly line of the west half of said Section 3 a distance of
1379.15 feet;
thence North 03 degrees 51 minutes 18 seconds West a
distance of 485.06 feet;
thence North 57 degrees 55 minutes 42 seconds East a
distance of 1024.58 feet;
thence North 11 degrees 19 minutes 41 seconds West a
distance of 717.31 feet;
thence North 34 degrees 43 minutes 06 seconds East a
distance of 709.02 feet;
thence North 17 degrees 38 minutes 26 seconds East a
distance of 920.62 feet to a point on the north-south midsection
line of said Section 3;
thence South 00 degrees 01 minutes 44 seconds East along the
north-south midsection line of said Section 3 a distance of
3199.74 feet to the TRUE POINT OF BEGINNING.

92 493981

Exhibit "B" continued. . .

distance of 435.66 feet;

thence North 35 degrees 54 minutes 13 seconds West a
distance of 357.80 feet;

thence North 48 degrees 04 minutes 21 seconds West a
distance of 565.80 feet;

thence North 21 degrees 15 minutes 12 seconds West a
distance of 394.87 feet to a point on the northerly line of the
northwest quarter of said Section 3;

thence North 89 degrees 54 minutes 10 seconds East along the
northerly line of the northwest quarter of said Section 3 a
distance of 2309.40 feet to the TRUE POINT OF BEGINNING.

FINAL PLAT WINDY WALK ESTATES UNIT II

BEING LOCATED IN A PORTION OF THE WEST 1/2 OF SECTION 3 AND THE NORTHEAST
QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 5 EAST, OF THE GILA & SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

STATE OF ARIZONA - 55
County of Maricopa
I hereby certify that the above
instrument is a true and correct
copy of the original as recorded
in the office of the County Recorder
on this 14th day of April, 1994.

Recorded in the Office of the County Recorder
on this 14th day of April, 1994.

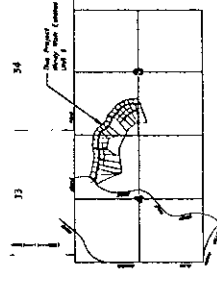
County Recorder
D. W. HAYES
RECORDING NUMBER
92-277757

LEGEND

- THICK LINE - EASEMENT
 - DASHED LINE - BOUNDARY OF UNIT
 - SOLID LINE - SECTION LINE
 - DOTTED LINE - CROSSING
 - THIN LINE - EASEMENT LINE
 - CONVENTION LINE
 - FOUND AS NOTED
 - STARY MONUMENT - T.M.C. DIST. 126-1 17th St
 - SET 1/2' GRAB (DIMENSIONS OTHERWISE NOTED)
 - 0.6 L - GAZON
 - M - MARLBOROUGH GARDEN
 - S.M.S. - S.W. 3RD
 - W - WALKWAY
 - V - VEHICULAR NON-ACCESS EASEMENT
- NOTE:**
ALL LOT DIMENSIONS SHALL BE SET WITH 1/8" BENCH
(1) FRENCHMARTY PLAT LOT NUMBERS
199

NOTES

- 1) THE LOT DIMENSIONS WITHIN THE EASEMENT AREAS SHALL BE ACCEPTED FOR INTENT AND PURPOSE AS SHOWN. THE CITY OF MARICOPA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS OR FOR THE MAINTENANCE OF THE BOUNDARIES OF THE LOT DIMENSIONS.
- 2) THOSE AREAS OF DESIGNATED COMMON AREA SHALL NOT BE ACCEPTED FOR INTENT AND PURPOSE AS SHOWN. THE CITY OF MARICOPA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS OR FOR THE MAINTENANCE OF THE BOUNDARIES OF THE LOT DIMENSIONS.
- 3) EASEMENT LINES WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT.
- 4) THE STREETS OF THIS SUBDIVISION ARE PRIVATE STREETS TO BE OWNED AND MAINTAINED BY THE WINDY WALK ESTATES ASSOCIATION.
- 5) THIS SUBDIVISION IS ON THE CITY OF MARICOPA MAPS AND RECORDS.
- 6) THE CITY OF MARICOPA HAS BEEN ADVISED OF THE EXISTENCE OF THIS SUBDIVISION AND HAS TAKEN NECESSARY ACTION AT THE TIME OF LOT ENCLOSURE.
- 7) PROJECT TOURING IS 81'-413' HIGH.



VICINITY MAP
81.5

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.
KNOW ALL MEN BY THESE PRESENTS
THAT DESERT TROOP EQUITIES, INC., AN ARIZONA CORPORATION, AS OWNER, HAS DONATED TO THE CITY OF MARICOPA, COUNTY OF MARICOPA, ARIZONA, AND ALL OTHER PERSONS AND ENTITIES IN THE WORLD, ALL THE RIGHT, TITLE AND INTEREST IN THE LANDS, REAL AND PERSONAL, TO BE DESCRIBED HEREIN, TOGETHER WITH THE EASEMENTS AND INTERESTS THEREIN, FOR THE USE AND ENJOYMENT OF THE PUBLIC, TO BE SPECIFICALLY SET FORTH IN THE COVENANTS AND Covenants, AND THAT EACH OF THE ABOVE DESCRIBED EASEMENTS SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF THIS INSTRUMENT. IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL AT THE CITY OF MARICOPA, COUNTY OF MARICOPA, ARIZONA, ON THIS 14TH DAY OF APRIL, 1994.

TO THE CITY OF SCOTTSDALE (SCOTTSDALE) AND ANY PUBLIC SERVICE CORPORATION REGICATED PURSUANT TO THE ARIZONA REVISED STATUTES, TO THE CITY OF MARICOPA, COUNTY OF MARICOPA, ARIZONA, AND UNDER THE MENDS DESIGNATED SECTION COLLECTION SERVICES AND FOR ACCESS BY EMERGENCY VEHICLES.

TO THE CITY OF SCOTTSDALE (SCOTTSDALE) AND ANY PUBLIC SERVICE CORPORATION REGICATED PURSUANT TO THE ARIZONA REVISED STATUTES, TO THE CITY OF MARICOPA, COUNTY OF MARICOPA, ARIZONA, AND UNDER THE MENDS DESIGNATED SECTION COLLECTION SERVICES AND FOR ACCESS BY EMERGENCY VEHICLES.

TO THE CITY OF SCOTTSDALE (SCOTTSDALE) AND ANY PUBLIC SERVICE CORPORATION REGICATED PURSUANT TO THE ARIZONA REVISED STATUTES, TO THE CITY OF MARICOPA, COUNTY OF MARICOPA, ARIZONA, AND UNDER THE MENDS DESIGNATED SECTION COLLECTION SERVICES AND FOR ACCESS BY EMERGENCY VEHICLES.

ACKNOWLEDGEMENT

STATE OF ARIZONA) S.S.
COUNTY OF MARICOPA)
ON THIS 14th DAY OF APRIL, 1994, BEFORE ME, THE undersigned Notary Public, duly sworn, appeared the undersigned, whose names and signatures are subscribed to the foregoing plat, and who acknowledged to me that they executed the foregoing instrument for the purposes therein expressed, and that the name of the corporation, if there be any thereon, is in full compliance with the laws of the State of Arizona.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL AT THE CITY OF MARICOPA, COUNTY OF MARICOPA, ARIZONA, ON THIS 14TH DAY OF APRIL, 1994.

NOTARY PUBLIC: Debra J. Williams
MY COMMISSION EXPIRES: April 30, 1996

APPROVALS

THIS PLAT WAS APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, THIS 28th DAY OF APRIL, 1994.

BY: Herb Dickstein ATTEST: Carrie Robinson
MAYOR CITY CLERK

PROJECT REVIEW DIRECTOR: 5/14/94 DATE
REVIEW MANAGER: 5/14/94 DATE

CERTIFICATION

I, RECORDOR CLARENCE HAYES, COUNTY OF MARICOPA, ARIZONA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MARICOPA, ARIZONA, ON THIS 14th DAY OF APRIL, 1994, AND THAT THE SAME IS IN FULL COMPLIANCE WITH THE LAWS OF THE STATE OF ARIZONA.


RECORDOR CLARENCE HAYES, U.S. No. 20384 DATE: 14 APR 1994

FINAL PLAT

WINDY WALK ESTATES UNIT II PHASE I & 2			
PLAT NO.	114	DATE	4/14/94
RECORD NO.	92-277757	YEAR	1994

PREPARED BY: **EVANUS KIMMEL ASSOCIATES, INC.**
REGISTERED ENGINEER

FINAL PLAT
WINDY WALK ESTATES UNIT II - PHASE I & 2
 DATE: 3/18/92
 SHEET: 3
 SCALE: 1"=100'
 ENGINEER: EVANS, KUPHN & ASSOCIATES, INC.
 REGISTERED PROFESSIONAL ENGINEER



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2. SURVEY DATA

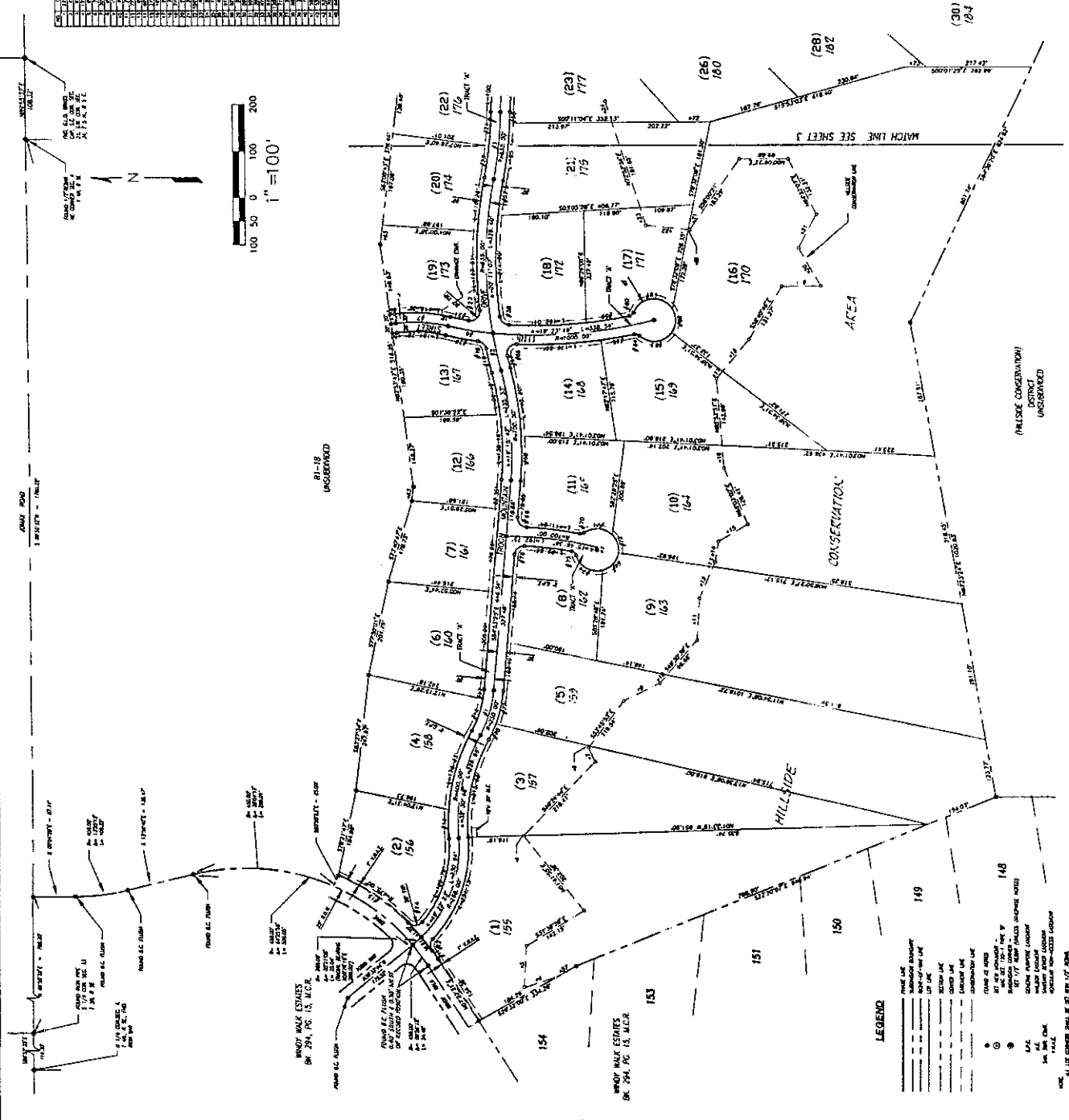
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5. OWNER'S DATA

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6. SURVEY DATA

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LEGEND

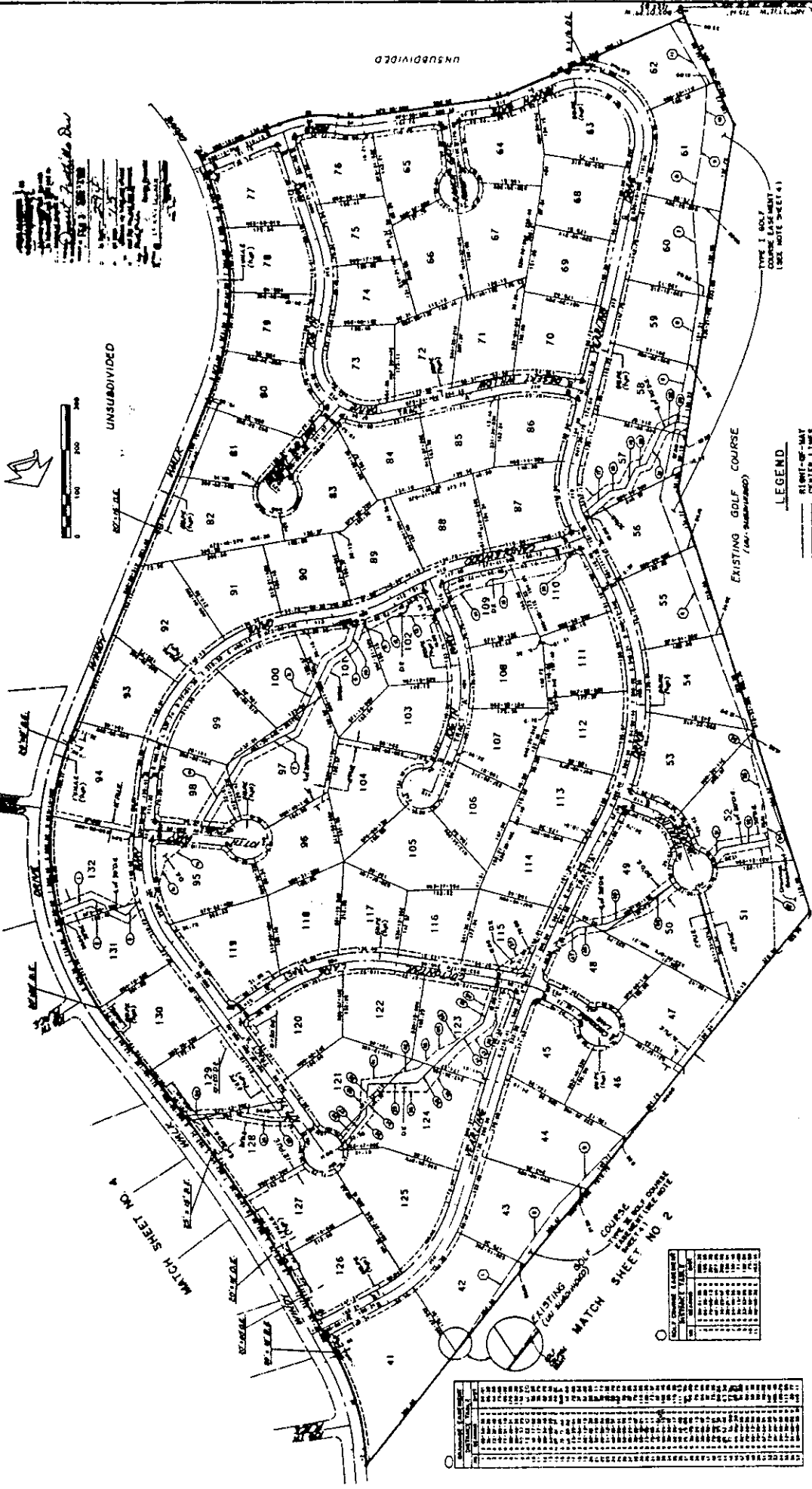
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Handwritten notes:
Pinnacle Peak Village East
Final Plat - Windy Walk Estates
1/17/2007
1/17/2007



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UNSUBDIVIDED

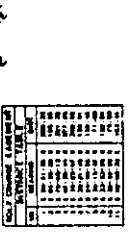
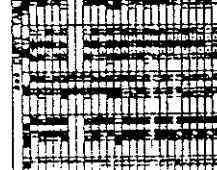
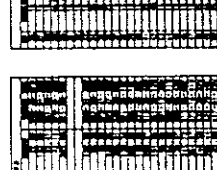
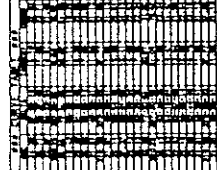
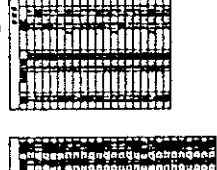
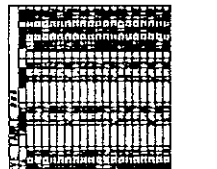
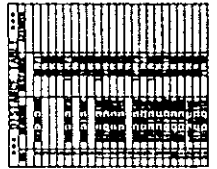


Pinnacle Peak Village East
Final Plat - Windy Walk Estates
Scale: 1" = 100'
Date: 1/17/2007
Book: 90-30-151
Page: 5 of 4



LEGEND

- RIGHT-OF-WAY
- EASEMENT LINES
- VERTICAL CURVE EASEMENT
- GENERAL PURPOSE EASEMENT
- FOR LOCAL LINES EASEMENT
- DRAINAGE EASEMENT
- CORNER OF THIS SUBDIVISION
- SET OR TO BE SET WITH UT FRONT
- NATURAL AREA OPEN SPACE



MATCH SHEET NO. 4

MATCH SHEET NO. 2

EXISTING GOLF COURSE

TYPE I SOFT COURSE EASEMENT (SEE NOTE SHEET 4)

EXISTING GOLF COURSE

1. This subdivision is subject to the provisions of the Subdivision Map Act, Chapter 409 of the California Civil Code, and the provisions of the Subdivision Map Act, Chapter 409 of the California Civil Code, and the provisions of the Subdivision Map Act, Chapter 409 of the California Civil Code.

2. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

3. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

4. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

5. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

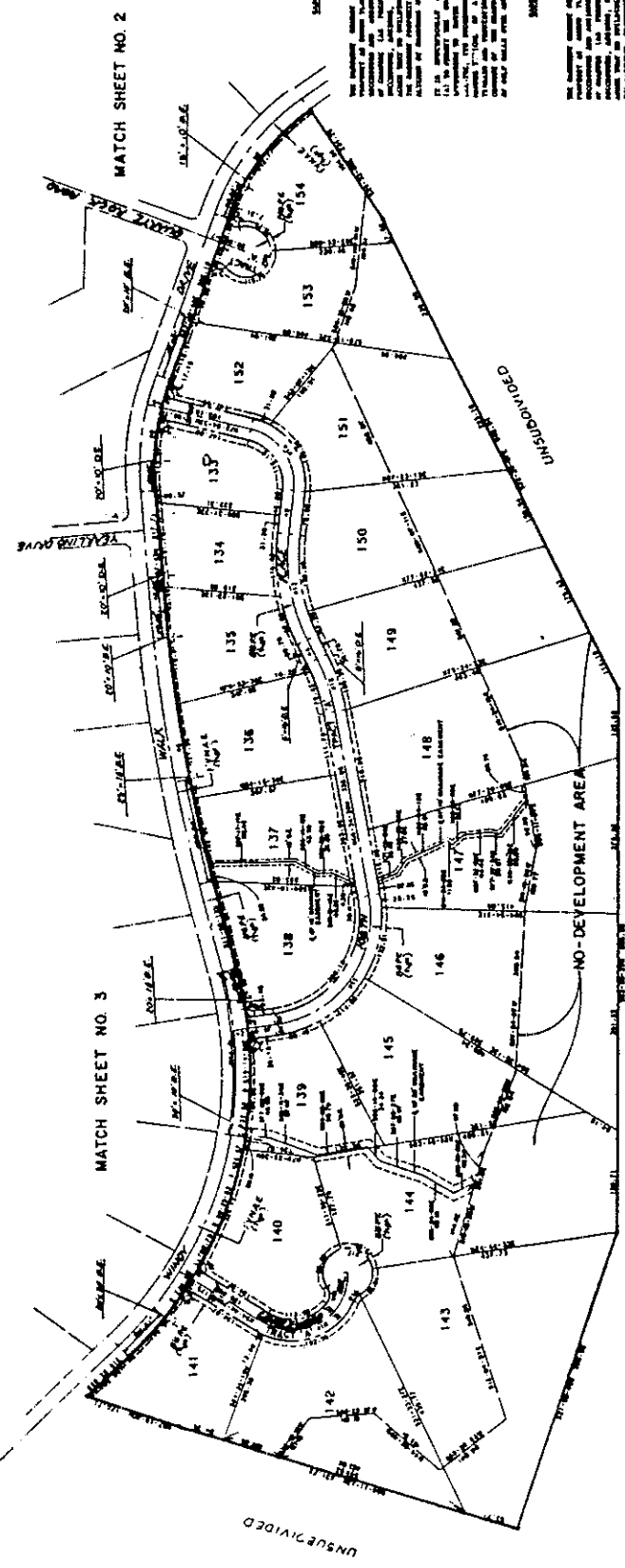
6. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

7. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

8. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

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29. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

30. The boundaries of the lots shown on this map are based on the survey of the land shown on this map.

LEGEND

- BOUNDARY LINE
- GENERAL EASEMENT
- EASEMENT LINES
- VEHICULAR NON-ACCESS EASEMENT
- GENERAL PURPOSE EASEMENT
- NON-RADIAL LINES
- DRAINAGE EASEMENT
- CORNER OF THIS SUBDIVISION SET OR TO BE SET WITH UZ REMAIN
- N.A.O.S.
- NATURAL AREA OPEN SPACE

MATCH SHEET NO. 2
 MATCH SHEET NO. 3
 UNSUBDIVIDED
 NO-DEVELOPMENT AREA

1" = 200'
 1" = 100'
 1" = 50'

PINNACLE PEAK VILLAGE EAST
FINAL PLAN - WINDY WALK ESTATES
 1" = 200'
 200'-6444'
 1" = 100'
 1" = 50'