

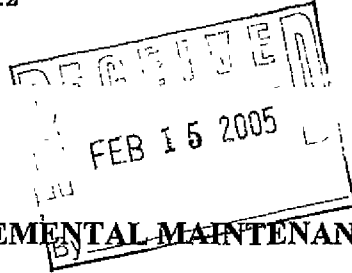
F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: JLW  
DEPUTY RECORDER  
1541 AS2

TFATI  
DAVID MCEVOY  
4560 E CAMP LOWELL DR  
TUCSON AZ 85712



DOCKET: 12475  
PAGE: 4197  
NO. OF PAGES: 7  
SEQUENCE: 20050160840  
01/25/2005  
DECLN 17:30  
MAIL  
AMOUNT PAID \$ 30.00

Tucson, AZ 85712



**SUPPLEMENTAL MAINTENANCE ASSESSMENT DECLARATION**

**RANCHO VISTOSO  
NEIGHBORHOOD 11 PARCEL AC  
(Lots 300 through 360 and Related Common Areas)**

THIS SUPPLEMENTAL MAINTENANCE ASSESSMENT DECLARATION ("Supplemental Declaration") is made effective as of January 24<sup>th</sup>, 2005, by and between Vistoso Partners, L.L.C., an Arizona limited liability company ("Declarant"), and Vistoso Community Association, an Arizona non-profit corporation ("Association").

A. Declarant's predecessor-in-title executed and caused to be Recorded that certain Restated Declaration of Covenants, Conditions, Restrictions and Easements for Rancho Vistoso, Pima County, Arizona, dated April 10, 1987, and recorded on April 24, 1987, in Docket 8021, page 925 of the Records of the Pima County Recorder, Pima County, Arizona as amended by the First Amendment Recorded on July 13, 1988 in Docket 8327, page 2058, Second Amendment Recorded on September 25, 1989 in Docket 8629, page 576, Third Amendment Recorded on May 5, 1995 in Docket 10037, page 1540 and Fourth Amendment Recorded on June 7, 2001 in Docket 11565, page 1377, and as may be further amended from time to time (collectively, the "Master Declaration"), which covers property known as Rancho Vistoso.

B. The Lots and Common Areas described in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Parcel") are a part of Rancho Vistoso and subject to the Master Declaration.

C. Pulte Home Corporation, a Michigan corporation ("Pulte") entered into that certain Option Agreement with Declarant dated September 10, 2003, as evidenced by that certain Memorandum of Option Recorded on January 15, 2004 in Docket 12218, page 2247 and amended by Assignment of Memoranda of Options Recorded on August 5, 2004 in Docket 12359, page 2852, wherein Pulte is entitled to purchase the Lots within the Parcel and other real property within Rancho Vistoso (collectively, the "Option Agreement"). Pulte intends to construct on the Parcel a gated entry and private streets for the purpose of limiting vehicular access to the Lots within the Parcel and providing some privacy for the Owners and Residents of Lots within the Parcel.

D. Section 8.7 of the Master Declaration contemplates the imposition of Maintenance Assessments for costs and expenses arising by or attributable to the special characteristics or needs of a Lot or Parcel located within Rancho Vistoso.

1  
PAGE  
2  
10-1-2005

E. Declarant and the Association desire to accommodate Pulte's plans for the Parcel and are Recording this Supplemental Declaration to set forth the terms and conditions under which the Association will assume certain maintenance, repair and replacement obligations with respect to portions of the Common Areas located within the Parcel.

NOW, THEREFORE, the Master Declaration is amended and supplemented with respect to the Parcel as follows:

1. Definitions. Capitalized terms used in this Supplemental Declaration shall have the meanings set forth for such terms in the Master Declaration, unless otherwise specifically defined in this Supplemental Declaration.

2. Designation of Limited Common Areas. That portion of Common Area B contiguous to Lots 334, 335, 356 and 357, and all of Common Area C, as shown on the Final Plat for Rancho Vistoso Neighborhood 10 Parcels B & C and Neighborhood 11 Parcel AC Recorded in Book 58 of Maps and Plats, page 84, are hereby designated as Limited Common Areas for the exclusive use of the Owners of Lots within the Parcel (the "Parcel Limited Common Areas").

3. Services to be Provided by Association. The Association shall be responsible for maintaining, replacing, repairing and operating the Parcel Limited Common Areas, including (a) an entry gate and all electrical and telephone services necessary to operate the entry gate, (b) the private streets, curbs and sidewalks, including sweeping and repaving the streets when needed, and (c) all landscaping and recreational facilities within that portion of Common Area B described in paragraph 2 above, including irrigation facilities, water and electricity required to operate the irrigation controls.

4. Imposition of Maintenance Assessments; Payment of Deficiencies.

a. The cost of the performance by the Association of its duties under paragraph 3 above shall be paid for by the Owners within the Parcel through a Maintenance Assessment levied by the Board (the "Parcel Maintenance Assessment"). The Board shall determine in its sole discretion the level of appropriate maintenance for all items for which the Association is responsible under paragraph 3. The Parcel Maintenance Assessment shall commence upon the date that the improvements to the Parcel Limited Common Areas have been substantially completed and accepted by the Association for maintenance and shall be billed and collected in accordance with procedures adopted by the Board.

b. So long as the Option Agreement is in effect, and until Pulte has purchased all of the Lots in the Parcel, upon commencement of the Maintenance Assessment, Pulte shall be required to pay to the Association, in the form of a subsidy, the difference between the cost of operating and maintaining the Parcel Limited Common Areas and the income from Maintenance Assessments paid by Owners (including Pulte) to the Association (the "Subsidy"). The Subsidy shall be payable within thirty (30) days after Pulte receives written notice from the Association of the amount of the Subsidy for the applicable Assessment Period. The Subsidy shall be paid in addition to any Annual Assessments, Special Assessments and any other charges and obligations provided for in the Master Declaration. The Subsidy shall not exceed the amount

1-25-11 10:41:00

of the Maintenance Assessment that would be payable by Pulte in the subject Assessment Period for the Lots in the Parcel then subject to the Option Agreement (i.e., the Lots not yet acquired by Pulte). Pulte's obligation to pay the Subsidy shall be a personal obligation, shall be secured by the Assessment Lien and shall terminate as to future Assessment Periods on the earlier of (i) the date on which Pulte has purchased all Lots in the Parcel, or (ii) the date on which Pulte has elected to terminate its rights under the Option Agreement.

c. Notwithstanding anything herein or in the Master Declaration to the contrary, the Maintenance Assessment shall not be subject to any discounted rate at any time, whether the Lots are owned by Pulte or otherwise.

5. Amendment. This Supplemental Declaration may be amended at any time by a Recorded instrument (or by counterpart instruments) executed by the Association, the Declarant, so long as Declarant owns any portion of the Parcel, and the Owners (other than Declarant, if Declarant is an Owner of any portion of the Parcel) holding 75% of the Class A votes attributable to all Lots subject to this Supplemental Declaration.

6. Interpretation. This Supplemental Declaration shall be considered an integral part of the Master Declaration and shall be construed with the Master Declaration as if the provisions hereof were set forth therein. This Supplemental Declaration shall run with the Parcel and be enforceable in accordance with and as a part of the Master Declaration.

7. Notices. All notices provided for hereunder shall be deemed given and received (a) when personally delivered or transmitted by facsimile to the applicable party at the number indicated below; or (b) forty-eight (48) hours after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or as to each party, at such other address as shall be designated by such party in a written notice to the other party. Any party may change its address for notice by giving written notice to the other in the manner provided above.

To Pulte: Pulte Home Corporation  
6893 North Oracle Road, Suite 121  
Tucson, Arizona 85704  
Attn: Mr. Dennis Krahn  
Phone No.: 520-229-6000  
Fax No.: 520-229-6009

With a copy to: Lewis and Roca LLP  
One South Church Avenue, Suite 700  
Tucson, Arizona 85701-1620  
Attn: Lewis D. Schorr, Esq.  
Phone No.: 520-629-4417  
Fax No.: 520-622-3088

1000-2000 0000-1000

To Declarant: Vistoso Partners, L.L.C.  
1121 West Warner Road, Suite 109  
Tempe, Arizona 85284  
Attention: John Beerling  
Telephone: 480-831-2000  
Facsimile: 480-893-8121

To Association: Vistoso Community Association  
180 West Magee Road, Suite 134  
Tucson, Arizona 85704-6680  
Attention: Mark Lewis  
Telephone: 520-742-5674  
Facsimile: 520-742-1523

With A Copy To: McEvoy, Daniels & Darcy, P.C.  
4560 East Camp Lowell Drive  
Tucson, Arizona 85712  
Attention: David A. McEvoy  
Telephone: 520-326-0133  
Facsimile: 520-326-5938

END

IN WITNESS WHEREOF, Declarant and the Association have executed this Supplemental Declaration to be effective as of the day and year first above written.

Vistoso Partners, L.L.C., an Arizona limited liability company

By [Signature]

Its Manager

Vistoso Community Association, an Arizona non-profit corporation

By Richard Maes

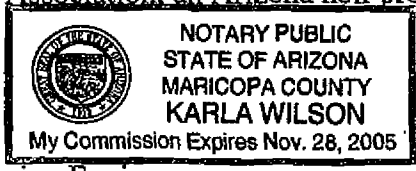
Its President

STATE OF ARIZONA )

) ss.

COUNTY OF Maricopa )

SUBSCRIBED AND SWORN to before me this 24<sup>th</sup> day of January, 2005, by Richard Maes as the President of Vistoso Community Association, an Arizona non-profit corporation.



[Signature]  
Notary Public

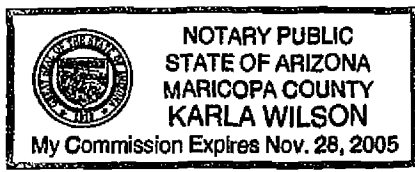
My Commission Expires:  
11-28-05

STATE OF ARIZONA )

) ss.

COUNTY OF Maricopa )

SUBSCRIBED AND SWORN to before me this 24<sup>th</sup> day of January, 2005, by Brandon D. Wolfswinkel as the Manager of Vistoso Partners, L.L.C., an Arizona limited liability company.



[Signature]  
Notary Public

My Commission Expires:  
11-28-05

RECEIVED

CONSENT

The undersigned, as Buyer under that certain Option Agreement dated September 10, 2003, as evidenced by that certain Memorandum of Option Recorded on January 15, 2004 in Docket 12218, page 2247 and amended by Assignment of Memoranda of Options Recorded on August 5, 2004 in Docket 12359, page 2852, hereby approves and consents to the foregoing Supplemental Declaration.

PULTE HOME CORPORATION, a Michigan corporation

By: Alan Kennedy

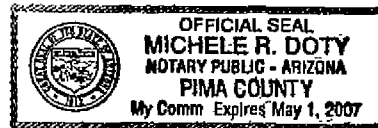
Its: VV Construction

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Pima )

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of January, 2005, by Alan Kennedy as the Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation.

Michele R. Doty  
Notary Public

My Commission Expires:  
May 1, 2007



491735.3

**EXHIBIT "A"**

**Legal Description**

Lots 300 through 360, that portion of Common Area B contiguous to Lots 334, 335, 356 and 357, and Common Area C, Final Plat for Rancho Vistoso-Neighborhood 10 Parcels B & C and Neighborhood 11 Parcel AC, recorded in Book 58 of Maps and Plats, page 84, Official Records of Pima County Recorder, Pima County, Arizona.

WENDE UNDA