

Article XII
RELATIONSHIPS WITH GOVERNMENT

In its sole discretion, the Community Council is authorized to cooperate with the City of Scottsdale regarding appropriate and relevant matters. The Community Council shall have the sole authority to determine whether such a liaison exists and, if so, the extent, limitations upon, and purpose of the relationship.

In addition, the Community Council shall promulgate and implement a process for and shall appoint a staff member who serves as a single point of contact for members of the public and the City of Scottsdale for all purposes including communication of any complaints of whatever nature within the Properties. The responsibilities of such staff member shall include, without limitation, communicating with the City of Scottsdale regarding maintenance issues within the purview of the Community Council and answering questions relevant to any matters for which the Community Council has responsibility or authority. The Community Council shall also be authorized to appoint one member of its staff to enter into ongoing or periodic communication regarding other matters the Community Council deems appropriate, with one or more staff members of the City of Scottsdale.

Notwithstanding anything to the contrary in this Declaration, this Declaration shall not apply to any property that is owned in fee by the City of Scottsdale (but only for so long as such property is owned in fee by the City of Scottsdale), except as may be expressly provided otherwise in a separate Recorded instrument executed by the City of Scottsdale.

Article XIII
RELATIONSHIPS WITH OTHER ENTITIES

The Community Council may enter into the relationships described in Sections 13.1 through 13.3. This shall not constitute a representation or warranty that such relationships will be entered into or created as described in the aforementioned sections.

13.1 Relationship With Tax-Exempt Organizations. Declarant or the Community Council may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Area of Common Responsibility to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Properties, the Community Council, or residents. The Community Council may contribute money, real or personal property, or services to such entity.

Any such contribution shall be a Common Expense and included as a line item in the Community Council's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

The Community Council may maintain multiple use facilities on the Properties for temporary use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

13.2 Environmental Entities. As long as Declarant owns any property described in Exhibit "A" or "B," Declarant shall have the right to enter into agreements with environmental entities for the purpose of observing, maintaining, or preserving environmentally sensitive areas located within the Properties and monitoring or conducting such natural resource, habitat preservation or other environmental programs or plans which may be implemented within the Properties. Entities designated by Declarant shall have the right to enter the Properties to perform environmental activities subject to reasonable time, place, and manner restrictions adopted by the Community Council. The Community Council shall have the right to enter into agreements with environmental entities with the consent of Declarant as long as it owns any property described in Exhibit "A" or "B" and thereafter in its discretion.

13.3 Relationship With Other Public or Private Entities. Declarant, so long as Declarant owns any portion of the property described in Exhibit "A" or "B," and the Community Council are specifically authorized to enter into cooperative agreements with public and private entities for the use of facilities, sharing of services and costs, and development of programs and procedures for the benefit of DC Ranch and the surrounding community. The use of Community Council funds for such purposes is specifically authorized.

13.4 The Covenant Commission. The Covenant Commission shall have jurisdiction over all matters of design review for all property within DC Ranch and shall be, in any matters relating to the design, development, aesthetics, and the character of the DC Ranch community, superior to any other organization, entity, community association, or individual. The Covenant Commission administers, interprets, and enforces The Covenant, as more particularly provided above in the portion of this Declaration entitled "Background."

Though the Community Council shall have no authority over The Covenant Commission, one member of the Covenant Commission shall serve as a Community Council Director, as provided in Section 5.5. In addition, The Covenant Commission and the Community Council shall have a common administrative executive officer.