



Procedure for a Re-plat of property within DC Ranch

The original Plats for all property within DC Ranch were created and recorded by the Declarant, DC Ranch LLC. According to the various governing documents for DC Ranch for the Community Council, the Ranch Association and the Covenant, any change to a plat requires:

- Written consent of Declarant, DC Ranch LLC, so long as Declarant owns any property in DC Ranch and thereafter the Community Council, prior to recording any subdivision plat
- Express authorization by the DC Ranch Association for subdivision or changing the boundary lines of any Unit
- Approval of the Covenant Commission for the development plans including the configuration of any building envelope

Plats recorded without such approvals are of no force and effect.

To obtain approvals, the Owner of the property or their agent shall submit their proposed change to the original plat to the Covenant Commission for review. Once the concept for the re-plat has been approved by the Covenant Commission to proceed to recording, the Covenant Commission shall coordinate routing of the proposed re-plat to:

For the Declarant:

Georgia L. Moraga | Corporate Paralegal
DMB
7600 E Doubletree Ranch Rd Ste 300 | Scottsdale AZ 85258-2137
T (480) 367-7261 | gmoraga@dmbinc.com

For the Community Council:

Jenna Kohl | Executive Director
DC Ranch Community Council
20551 N. Pima Rd., Suite 180 | Scottsdale AZ 85255
Main: 480-513-1500 | Jenna.Kohl@dcranchinc.com

For the Ranch Association:

Darren Shaw | Executive Director
DC Ranch Association
20551 N. Pima Rd., Suite 180 | Scottsdale AZ 85255
Direct: 480-419-5308 Main: 480-513-1500 Darren.Shaw@dcranchinc.com

For the Covenant Commission

Janice W. Baratta | Design Review Manager
DC Ranch Covenant Commission
20551 N. Pima Road, Suite 180 | Scottsdale, AZ
85255 Tel: 480-563-3284
Email: jan.baratta@dcranchinc.com

Each entity may have requirements for approval and costs associated with their process.

Authority for re-plat approval by the Declarant and/or the Community Council:

From the DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements – Maricopa County Recorder Instrument No. 99-0673268

Section 5.2

5.2 Organization of the Community. Declarant has established a plan for DC Ranch which is to be administered by the Community Council. Declarant strives, among other things, to protect and preserve open space and the natural environment of the DC Ranch region while providing for educational, recreational, and cultural opportunities for the residents and neighbors of DC Ranch. The Community Council may delegate such responsibilities to committees, employees, or outside professionals.

Each owner, by acceptance of an interest in any part of the Properties, acknowledges that to accomplish these goals, it is imperative that each portion of the community be subjected to additional covenants and restrictions. The covenants and restrictions set forth herein shall not prevent or restrict a developer or Builder within the community from imposing additional or more restrictive covenants. However, no Person shall impose additional covenants or restrictions that are in derogation of or contrary to this Declaration, the goals for DC Ranch as determined by Declarant or the Community Council, or the purposes for which the Community Council has been established.

Every Person shall have the affirmative obligation to obtain the written consent of Declarant, so long as Declarant owns any property described in Exhibit "A" or Exhibit "B," and thereafter the Community Council, prior to making any dedication or Recording any declaration of covenants, conditions, and restrictions; subdivision plat; declaration of condominium; or similar instrument affecting the Community Council or any portion of the property described in Exhibits "A" and "B." Any attempted dedication or Recordation of any covenants, conditions, and restrictions; subdivision plat; declaration of condominium; or similar instrument containing any such dedication without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Declarant, so long as Declarant owns any property described in Exhibit "A" or Exhibit "B," or the Community Council thereafter.

In addition to [he Community Council, the other governing bodies within DC Ranch shall include The Covenant Commission and one or more Ranch Associations, as provided above in the portion of this Declaration entitled "Introduction -to Community's Purpose and Declaration." The Community Council, The Covenant Commission, and the Ranch Association(s) may, but need not, have a common administrative staff.

Authority for re-plat approval for the Ranch Association:

From the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Ranch (CC&Rs for the DC Ranch Association) Maricopa County Recorder Instrument No. 00-0673267, Exhibit "C" Initial Use Restrictions and Rules

Exhibit "C" - Initial Use Restrictions and Rules

The following restrictions shall apply to all of the Ranch until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article 111 of this Declaration.

.....

2. Restrictions. The following activities are prohibited at the Ranch unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

.....

(h) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Units which it owns;

Typical form to be prepared by Ranch Association and Community Council:

WHEN RECORDED RETURN TO:

DC Ranch Association, Inc.

20551 N Pima Rd, Suite 180

Scottsdale, AZ 85255

NOTICE OF COMBINATION OF LOTS

This Notice of Combination of Lots (hereafter, the “**Notice**”) is executed as of _____, 202__ (hereafter, the “**Effective Date**”), by and between _____, the owner of that certain property described on **Exhibit A** attached hereto (hereafter, the “**Owner**”) and the DC RANCH ASSOCIATION, INC., an Arizona nonprofit corporation (hereafter, the “Ranch Association”) and the DC RANCH COMMUNITY COUNCIL, INC., an Arizona nonprofit corporation (hereafter, the “Community Council”). Owner, Ranch Association and Community Council are referred to collectively as the “**Parties.**”

RECITALS

WHEREAS, the Owner desires to combine the Property, which previously consisted of two Lots, into a single Lot, as that term is defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch, recorded at Instrument No. 1999-0673267, records of Maricopa County, AZ (hereafter, the “Ranch CC&Rs”); and

WHEREAS, the Ranch Association and the Community Council desires to allow the Owner to combine the Property into a single Lot, as that term is defined in the Ranch CC&Rs pursuant to the terms of this Notice.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. The Parties acknowledge and confirm the accuracy of the Recitals, which are incorporated into and made a part of this Notice.

2. The Owner hereby acknowledges and agrees that although the Property has been combined into one Lot, the Owner, his successors and assigns, will forever agree to pay assessments and any other monetary obligations of the Ranch Association or the Community Council as though the Property was two single Lots at that term is defined in the Ranch CC&Rs.

3. For voting and membership purposes regarding the Ranch Association, the Property will be considered a single Lot.

4. All provisions of this Notice shall run with the land and shall be binding upon any owner of the Property.

5. In the event of a breach of any of the terms or conditions of this Notice, those affected shall be entitled to full and adequate relief by all available legal and equitable remedies, including, without limitation, specific performance.

6. This Notice shall be interpreted according to, and governed by, the procedural and substantive laws of the State of Arizona. The Parties and their respective tenants, agents, contractors, employees, or invitees irrevocably consent to jurisdiction and venue in the State of Arizona and agree that they will not attempt to remove or transfer any action properly commenced in the State of Arizona. The successful party in any court action brought to enforce or interpret any provision of this Notice will be entitled to recover its reasonable attorneys' fees and court costs from the unsuccessful party.

7. All notices or other communications required or permitted to be provided pursuant to this Notice shall be in writing and shall be hand delivered, sent by United States Postal Service, postage prepaid, by a nationally recognized courier service. All notices shall be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Postal Service.

8. Every term of this Notice shall be enforceable to the fullest extent permitted by law. If any term of this Notice is determined to be to any extent unenforceable, that provision will be deemed modified in the most minimal manner so as to make it enforceable, and the remainder of this Notice shall not be affected.

9. No waiver of any term of this Notice shall be deemed to be a continuing waiver of that term or a waiver of any other term of this Notice. Time is of the essence in the performance of each and every provision of this Notice. Each individual executing this Notice personally represents and warrants that he or she has the full legal right and authority to do so. This Notice may be executed in any number of original or facsimile counterparts, each of which together will constitute one binding Notice.

Executed as of the Effective Date.

OWNER

DC RANCH ASSOCIATION, INC.,

an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DC RANCH COMMUNITY COUNCIL, INC., an
Arizona nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202_____, by _____, the owner of the Property.

Notary Public

STATE OF ARIZONA)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day
of _____, 202____, by _____, the _____
of DC RANCH ASSOCIATION, INC., an Arizona nonprofit corporation, being authorized to do
so for the purposes herein contained.

Notary Public

STATE OF ARIZONA)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day
of _____, 202____, by _____, the _____
of DC RANCH COMMUNITY COUNCIL, INC., an Arizona nonprofit corporation, being
authorized to do so for the purposes herein contained.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

(THE PROPERTY)