

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE  
DC RANCH ASSOCIATION, INC.**

By an affirmative vote, the Directors of the DC Ranch Association, Inc. (the "Association") hereby adopt the following resolution as an official action of the Board of Directors (the "Board") of the Association and direct that this action be reflected in the meeting minutes.

**WHEREAS**, pursuant to the *Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Ranch* recorded in the Official Records of Maricopa County at Instrument No. 1999-0673267, as amended (the "Ranch CC&Rs") and the *Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for DC Ranch Parcel T7, Supplement to the Covenant, and Airport Notification* recorded in the Official Records of Maricopa County at Instrument No. 2005-0413369, as amended (the "Arcadia CC&Rs") Street Trees are maintained by the Association and the cost of such maintenance shall be levied against all the Lots in the Arcadia Neighborhood, as a Neighborhood Assessment;

**WHEREAS**, included in the Association's maintenance obligation is the authority and responsibility to remove and replace Street Trees that have become too big for the space they were originally planted in by the Developer;

**WHEREAS**, the Association's appeal of the City of Scottsdale Development Review Board decision regarding its Street Tree Replacement Project (the "Appeal") remains pending;

**WHEREAS**, during the continued pendency of the Appeal, after being informed that several Owners in the Arcadia Neighborhood are in imminent danger of damage to property from Street Trees planted on their Lots and intend to immediately remove them, and after consideration of the advice of landscape and arborist experts that has been made public to the Community, on September 20, 2021 the Association adopted that certain Resolution concluding that it will not prevent Owners from removing Street Trees located on their Lots at their sole cost so long as certain conditions were met as detailed in the Resolution;

**WHEREAS**, Owners acting pursuant to the September 20, 2021 Resolution have requested either a credit or a credit plus reimbursement of their personal expenses after removing their Street Trees, in the event that the Street Tree Replacement Project resumes after final resolution of the Appeal;

**BE IT THEREFORE RESOLVED**, the Board has concluded, in the event that the Street Tree Replacement Project resumes after final resolution of the Appeal, those Owners acting pursuant to the September 20, 2021 Resolution shall receive credit and reimbursement for Street Trees they removed, as calculated in the examples below. Since the Neighborhood Expense of the Street Tree Replacement Project will be allocated to all Owners in the Arcadia Neighborhood on a pro rata basis (i.e., equal allocation), this resolution adjusts that allocation amount for the number of Street Trees actually removed, which might be different than their pro rata allocation for the Street Tree Replacement Project. There are two situations that can occur if an Owner removes Street Trees pursuant to the September 20, 2021 Resolution:

- (1) A *fewer* number of Street Trees are removed than their pro rata share of Street Trees tied to the Street Tree Replacement Project, or
- (2) A *greater* number of Street Trees are removed than their pro rata share of Street Trees tied to the Street Tree Replacement Project.

In the situation where *fewer* Street Trees are removed than their pro rata allocation of Street Trees from the Street Tree Replacement Project, an Owner will not be charged any Street Tree removal expense (i.e., receive a credit) for the Street Trees they have already removed; however, this Owner will still be charged for the remaining difference of their pro rata allocation for Street Tree removal (as well as all other pro rata costs due to the Street Tree Replacement Project).


- For example, if an Owner removed 3 Street Trees and the final, approved pro rata allocation for Street Tree removal per Lot is 5.5 Street Trees, they would only be charged for the remaining 2.5 Street Trees' removal cost that comes from their remaining pro rata share of the removal cost allocation from the Street Tree Replacement Project (a total of 5.5 Street Trees to be removed per Lot) and not charged for the 3 Street Trees already personally removed.

Second, in the situation where a *greater* number of Street Trees are removed than their pro rata allocation for Street Tree from the Street Tree Removal Project, an Owner will not be charged any Street Tree removal expense *and* will be reimbursed at the future determined removal cost allocation per Street Tree for the Street Tree Replacement Project above their allocation. The removal cost reimbursement will be based on the Street Tree Removal Project's cost, not the Owner's actual expense.

- For example, if an Owner removed 8 Street Trees and the final, approved pro rata allocation per Lot is 5.5 Street Trees, they would be credited for 5.5 Street Trees' removal costs and not charged for that specific portion in the Street Tree Replacement Project; moreover, they would receive a one-time reimbursement for the additional 2.5 Street Trees that they removed, which was above the final, approved pro rata allocation of 5.5 Street Trees per Lot.

Timing of the credit and reimbursement will occur sixty (60) days after the start of Street Tree Replacement Project, which will be announced by the Executive Director. The Lot Owner of record on that date will be entitled to the credit and reimbursement as calculated in the examples above. It should be noted that the actual amount of funds spent by an Owner for Street Tree removal does not impact either the credit or reimbursement calculations. Determination for credit and/or reimbursement is only based of the number of Street Trees properly removed with the prior approval of the Modification Committee pursuant to the September 20, 2021 Resolution. If an Owner spends more than the determined allocation, the Association will not be responsible for the difference.

**IN WITNESS WHEREOF**, the undersigned have executed this resolution as of this 10<sup>th</sup> day of January, 2022.

  
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Geoffrey Wilner, President

Attest:

  
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Elaine Cottey, Secretary

