

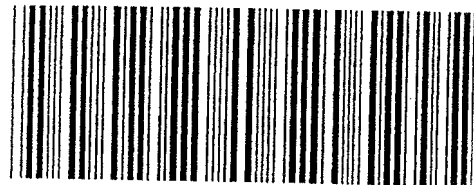
THE FOLLOWING GOVERNING DOCUMENT IS ONE OF THE UNIT DECLARATIONS OF ANNEXATION AND TRACT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PEBBLECREEK. IT IS PART OF THE C,C&R'S AND IS A GOVERNING DOCUMENT.

THIS DOCUMENT IS THE ONE THAT SPELLS OUT THE AGE & OCCUPANCY RESTRICTIONS.

WHILE SOME LANGUAGE MAY VARY SLIGHTLY BETWEEN UNITS, ALL LANGUAGE RELATED TO AGE RESTRICTION AND OCCUPANCY OF DWELLING UNIT ARE CONSISTENT THROUGHOUT ALL UNIT TRACT DECLARATIONS.

When recorded, return to:

Robson Communities, Inc.
9532 East Riggs Road
Sun Lakes, AZ 85248
Attn: Pamela H. Gulsvig
Legal Department



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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**DECLARATION OF ANNEXATION AND TRACT DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS FOR
PEBBLECREEK PHASE II UNIT FIFTY-ONE**

This Tract Declaration is made this 23 day of November, 2004, by FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee of its Trust No. 7854 and not personally ("Trustee"), and its trust beneficiary PEBBLECREEK PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership ("Declarant").

RECITALS

A. Declarant and Trustee executed the Declaration of Covenants, Conditions and Restrictions of PebbleCreek Golf Resort, dated September 21, 1992, which Declaration was recorded in the Official Records of Maricopa County, Arizona, on September 21, 1992, as Instrument No. 92-0525619 (the "Declaration").

B. Article XIV of the Declaration contemplates the annexation of Annexable Property (as defined in the Declaration) to PebbleCreek Golf Resort by recordation of Tract Declarations. The real property described in Exhibit "A" hereto (the "Property") constitutes Annexable Property.

C. Article IV of the Declaration contemplates that Tract Declarations establishing Land Use Classifications for Parcels of Land will be executed and recorded periodically.

D. Declarant and Trustee now desire to (i) annex the Property to PebbleCreek Golf Resort, and (ii) establish the Land Use Classifications for the Property.

DECLARATION:

Declarant and Trustee declare and agree as follows:

1. Defined Terms. All capitalized terms used but not defined in this Tract Declaration shall have the meanings specified in the Declaration.

2. Annexation. The Property is hereby annexed to PebbleCreek Golf Resort and is declared to be subject to all of the terms and provisions of the Declaration. The Property hereafter shall constitute a portion of PebbleCreek Golf Resort.

3. Land Use Classification. The Land Use Classifications of the various portions of the Property are set forth in the attached Exhibit "B". Each portion of the Property hereafter shall have the Land Use Classification assigned to that portion in Exhibit "B".

4. Age Restriction. The Property is intended and operated for occupancy by persons fifty-five (55) years of age or older. Subject to compliance with the Requirements for Exemption as set forth in paragraph 5 below, all occupied Dwelling Units must be occupied by at least one person who is forty (40) years of age or older, and no person who has not yet reached their nineteenth (19th) birthday shall reside permanently at the Property. The Board, in its sole discretion, shall have the right and power to determine when a person resides "permanently" at the Property.

5. Occupancy of Dwelling Unit. Title VIII of the Civil Rights Act of 1968 (as amended, the "Fair Housing Act") prohibits discrimination in the sale, rental and financing of dwellings based on familial status; that is, discrimination based on the domicile of individuals under eighteen (18) years of age. Therefore, communities generally are not permitted to prohibit occupancy by persons under eighteen (18) years of age. However, the Fair Housing Act provides that a community is exempt from this restriction if the community is intended and operated for occupancy by persons 55 years of age or older and the following requirements (as more fully set forth in the Fair Housing Act and supplemented by the regulations promulgated thereunder, the "Requirements for Exemption") are satisfied:

- (a) at least eighty percent (80%) of the occupied units are occupied by at least one (1) person who is fifty-five (55) years of age or older;
- (b) the community publishes and adheres to policies and procedures that demonstrate the intent to provide housing for persons fifty-five (55) years of age or older; and
- (c) the community complies with rules issued by the Secretary of Housing and Urban Development for verification of occupancy.

Declarant intends for the Property to comply with the Requirements for Exemption of the Fair Housing Act. Therefore, (i) at least one occupant in each occupied Dwelling Unit on the Property must be at least fifty-five (55) years of age or older, except as hereinafter set forth; (ii) the Association is directed to publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons fifty-five (55) years of age or older; and (iii) the Association is directed to comply with rules issued by the Secretary for Housing and Urban Development for verification of occupancy.

6. Board Discretion. The Requirements for Exemption contemplate that up to twenty-percent (20%) of the units in a community may be occupied by persons all of whom are under the age of fifty-five (55) without loss of the exemption, and that the eighty percent (80%) requirement does not apply until twenty-five percent (25%) of the units in the housing facility are occupied. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have the right and option, in the Board's sole and absolute discretion, to allow a Dwelling Unit to be occupied by individuals all of whom are under the age of fifty-five (55), provided at least one (1)

occupant of the Dwelling Unit is at least forty (40) years of age and provided the Board takes appropriate action to comply with the Requirements for Exemption. The Board shall exercise its discretion based upon criteria that the Board shall determine, which criteria shall include, by way of example and not limitation, information then known to the Board concerning potential or pending changes in occupancy of other Dwelling Units in the Property, if any, and the ages of any likely remaining occupants of such Dwelling Units, proximity to age fifty-five (55) of those occupants of other Dwelling Units in the Property then under such age, and any other information known to and deemed relevant by the Board in its sole discretion. The Association, acting through the Board, shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption.

7. Declarant Rights; Limitations. Notwithstanding the provisions of paragraph 6 above, Declarant shall have the right to convey Dwelling Units owned by Declarant (or Trustee) to purchasers who intend that the Dwelling Units initially be occupied only by persons under fifty-five (55) years, but for so long as the Fair Housing Act is in effect, Declarant must take reasonable action to adhere to policies to comply with the Requirements for Exemption. Each Dwelling Unit, upon any sale of that Dwelling Unit other than by Declarant (or Trustee), shall thereafter be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or older unless waived by the Board pursuant to the provisions of paragraph 6 above.

8. Notice to the Association. In the event there is a change in the occupancy of any Dwelling Unit, such as for example but not limitation by reason of a death or divorce, such that there is not at least one (1) occupant of the Dwelling Unit who is fifty-five (55) years of age or older, the Owner must immediately notify the Association of such change in writing. Each Owner and occupant of a Dwelling Unit shall cooperate with the Association's attempts to verify compliance with the Requirements for Exemption, such as without limitation, by completing and returning survey forms and providing evidence of the occupants' ages.

9. No Liability. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although it is the intent of the Declarant and the Association that the Property be exempt from the familial status provisions of the Fair Housing Act and that persons eighteen (18) years of age or younger be prohibited from residing permanently at the Property, no representation or warranty is given that the Property will comply with the Requirements for Exemption. If for any reason the Property is not exempt from the familial status provisions of the Fair Housing Act and, therefore, it is unlawful to discriminate at the Property on the basis of familial status, neither Declarant nor the Association shall have any liability in connection therewith.

10. Establishment of Restrictions. Except as otherwise expressly set forth in this Tract Declaration, the Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants, restrictions and easements set forth in this Tract Declaration, each of which is for, and shall inure to the benefit of, shall run with and be appurtenant to, and shall be binding upon, every portion of the Property, and shall apply to and bind the heirs, assignees and successors in interest of every Owner of any portion of the Property.

11. Restrictions to Be Construed as Covenants. Each Owner and each Resident of a Lot within the Property covenants and agrees with Declarant, its successors and assigns, to use or permit the use of its Lot only in accordance with the covenants, conditions and restrictions applicable to that Lot hereunder and under the Declaration.

12. Purpose of the Restrictions. The purpose of this Tract Declaration is to ensure the quality, development and use of the Property and of PebbleCreek Golf Resort and to enhance and protect the value, desirability and attractiveness thereof.

13. No Waiver. The failure of Declarant, the Association or any Owner to enforce any restrictions, conditions, covenants or agreements contained herein shall not give rise to any claim or cause of action against Declarant, the Association or such Owner, nor shall such failure to enforce be deemed a waiver or abandonment of this Tract Declaration or any provision hereof.

14. Interpretation. This Tract Declaration shall be considered an integral part of the Declaration and shall be construed as if the provisions hereof were set forth in the Declaration. This Tract Declaration shall run with all of PebbleCreek Golf Resort and shall be enforceable in accordance with and as a part of the Declaration. Except for judicial construction, Declarant and the Association (by its Board of Directors) shall have the exclusive right to construe and interpret the provisions of this Tract Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by unanimous agreement of Declarant and the Association shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions hereof, and the interpretations by Declarant alone shall presumptively be deemed correct and binding.

15. Amendments. This Tract Declaration and the plat of the Property may be amended, modified or revoked in whole or in part at any time by Declarant and by the Owner(s) of the portion of the Property that is the subject of such amendment, modification or revocation. In addition, this Tract Declaration and the plat of the Property may be modified, amended or revoked at any time by Declarant and the Owners of a majority of the Lots that are subject to this Tract Declaration or such plat, including Lots owned by Declarant or Trustee. Neither this Tract Declaration nor the plat of the Property may be amended, modified or revoked without Declarant's consent to and signature on the amendment, modification or revocation.

16. Severability. If any provision of this Tract Declaration or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Tract Declaration or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

17. Captions. The paragraph headings contained in this Tract Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs of this Tract Declaration.

18. Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Tract Declaration, shall be joint and several.

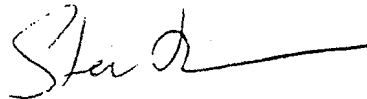
19. Binding Effect. Deeds to and instruments affecting all or any part of the Property may contain the covenants herein set forth by reference to this Tract Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Declarant and Trustee have executed this Tract Declaration as of the date first above written.

DECLARANT:

PEBBLECREEK PROPERTIES LIMITED
PARTNERSHIP, an Arizona limited partnership

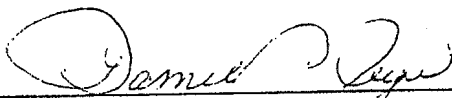
By PebbleCreek Development Company,
An Arizona corporation, its
General Partner

By 

Its Vice President

TRUSTEE:

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation, as Trustee of
its Trust No. 7854 and not personally

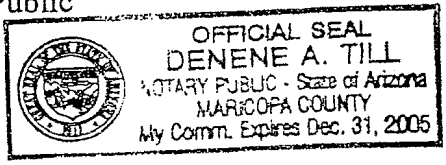
By 

Its TRUST OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17 day of November, 2004, by Steven M. Soriano, the Vice President of PebbleCreek Development Company, an Arizona corporation, the general partner of PebbleCreek Properties Limited Partnership, an Arizona limited partnership, on behalf of the limited partnership.

Denene A. Till
Notary Public



My Commission Expires:
12/31/05

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22 day of November, 2004, by PAMELA MEYER, the TRUST OFFICER of First American Title Insurance Company, a California corporation, on behalf of the corporation in its capacity as Trustee of its Trust No. 7854, and not personally.

Heidi L. Cole
Notary Public
Heidi L. Anderson

My Commission Expires:



EXHIBIT "A"

PebbleCreek Phase II Unit Fifty-One

The Property

Lots 1 through 61, all inclusive, and Tracts A, B, C, D, E, F, G and H, PEBBLECREEK PHASE II UNIT FIFTY-ONE, according to the plat of record, Book 711 of Maps, Page 46, Official Records of the Maricopa County Recorder, Maricopa County, Arizona.

EXHIBIT "B"

PebbleCreek Phase II Unit Fifty-One Land Use Classifications

- A. The Land Use Classifications of Lots 1 through 61, all inclusive, is "Single Family Residential Use."
- B. The Land Use Classification of Common Area Tract "A," which consists of private streets, is "Association Use." In no event shall signage be placed upon this Tract without the prior written consent of Declarant or the Association, other than normal traffic control signage required by governmental entities or agencies with jurisdiction over the Tract.
- C. The Land Use Classification of Tracts "B", "C", "D", "E", "F" and "G" is "Association Use".
- D. The Land Use Classification of Tract "H" is "Golf Course Use".