

**SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY**
10005 East Osborn Road
Scottsdale, Arizona 85256

ORDINANCE NUMBER: SRO-574-2024

AN ORDINANCE TO AMEND THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY ZONING ORDINANCE BY MODIFYING THE ZONING MAP TO PERMIT A PLANNED DEVELOPMENT OVERLAY DISTRICT (PD) OVER THE UNDERLYING "C3" (GENERAL COMMERCIAL) ZONE (CASE NUMBER 23-ZN-01) FOR THE PURPOSE OF MODIFYING CERTAIN PERMITTED DEVELOPMENT STANDARDS TO CREATE THE SCOTTSDALE AUTO SHOW NORTH AUTOMOTIVE DEALERSHIP PARK AND ASSOCIATED USES.

BE IT ENACTED THAT:

The Zoning Map adopted pursuant to the Salt River Pima-Maricopa Indian Community Zoning Ordinance is hereby amended to include a PD Overlay District over the underlying C3 (General Commercial) zone for the following land as described below:

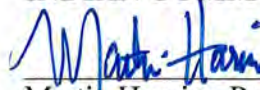
1. Land situated on the northeast corner of Indian School Road and Pima Road on tribally and allotted lands further described as located within the Salt River Pima-Maricopa Indian Community (SRPMIC) and being part of the west half (W1/2) of Section 19, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown as Exhibit A.
 2. The permitted uses and modified development standards of the PD Overlay District are described in Exhibit B.
 3. Documents illustrating the conceptual development layout are attached as Exhibit C.
 4. Scottsdale AutoShow Design Guidelines are attached as Exhibit D.
 5. Conditions, Covenants and Restrictions (CC&Rs) are attached as Exhibit E.
 6. Common Area improvements; are attached as Exhibit F.
 7. The changes in the zoning map designation from C3-PC to C3-PC-PD and provided for in this ordinance shall be effective on the date of the enactment of this ordinance.
-

Enacted under the authority of Article 2.7 and Article 5.2 of SRO-467-2015 (Zoning Ordinance) of the Salt River Pima-Maricopa Indian Community.

C E R T I F I C A T I O N

This Ordinance is hereby enacted pursuant to authority contained in Article VII, Section 1(c)(d) of the Constitution of the Salt River Pima-Maricopa Indian Community ratified by the Tribe on February 28, 1990, and approved by the Secretary of the Interior on March 19, 1990, and amended by the Tribe on February 27, 1996, and approved by the Secretary on April 23, 1996, the foregoing ordinance was adopted this 10th day of April, 2024 in a duly called meeting held by the Community Council in Salt River, Arizona at which a quorum of 5 members was present by a vote of 5 for; 0 opposed, 0 abstentions, and 4 excused.

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY COUNCIL



Martin Harvier, President

ATTEST:



Erica Harvier, Secretary

Approved as to Form by the
Office of the General Counsel
Simon Goldenberg
March 22, 2024



EXHIBIT "B" 04-24-2023

A SUBDIVISION OF TRIBAL LAND, SALT RIVER PIMA-MARIKOPA INDIAN COMMUNITY, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

DEVELOPMENT SITE LEGAL DESCRIPTION

A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY RESERVING PART OF SIA TRACT NUMBERS DEC (T), SE (A), (T), NW-E, AND T, AND BEING PART OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MOUNTAIN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

SAID PARCEL BEING 2,408,743 SQUARE FEET OR 55.23 ACRES, MORE OR LESS,
SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS

SIA TRACT 560 (T) DESCRIPTION (SIAL 56010)

SEA TRACT 360 (1) DESCRIBED AS FOLLOWS:
PARCEL LOCATED WITHIN THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
BEING PART OF SEA TRACT NUMBER 360 (1) AND BEING PART OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SUBJECT TO EXISTING RIGHT-OF-WAY AND EASEMENTS.

GENA TRACT 561-E DESCRIPTION (SRAI 56120)

TRACT 36 HE DESCRITION (89AC 56120)

[illegible][illegible]

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

BIA TRACT 7 DESCRIPTION

TRACT DESCRIPTION
A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARIKOPA INDIAN COMMUNITY RESERVATION, BEING PART OF BIA TRACT NUMBER 7 AND BEING PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS

TRACT ACREAGE TABLE				
TRACT AREA (ACRES)	TRACT LEGAL	GROSS AREA (ACRES)	TAKING AREA (ACRES)	
			TAKING AREA (SQ. FT.)	TAKING AREA (ACRES)
1	5 N 1/2 SEC 10 T2N R2E	21.2500	624,360	14.6246
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3	1/4 OF 1/4 SEC 10 T2N R2E	5.3125	145,815	3.3615
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5	1/4 OF 1/4 SEC 10 T2N R2E	5.3125	145,815	3.3615
6	1/4 OF 1/4 SEC 10 T2N R2E	5.3125	145,815	3.3615
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51	1/4 OF 1/4 SEC 10 T2N R2E	5.3125	145,815	3.3615
52	1/4 OF 1/4 SEC 10 T2N R2E	5.3125	145,815	3.3615
53				

LAND SURVEYOR'S CERTIFICATION:

THE IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREIN WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 04/21/2003
MICHAEL E. FORDEN
REGISTERED LAND SURVEYOR # 2113

SCOTTSDALE AUTOSHOWN-NORTH
EXHIBIT 'B' 04-24-2023

SECTION 18	JOB NO:	SCALE	SHEET
TWINS 2 IN.	09009189	N/A	1 OF 2
RANGE 3 E.			

EXHIBIT A

Scottsdale AutoShow North – Planned Development Overlay District (PD) Standards	
Development shall be in conformance with the executed and recorded SAS North Conditions, Covenants and Restrictions (CCRs). Where conflict arises between the PD overlay standards and the SAS North CCRs, the PD overlay standards control.	
Conceptual site plan, SAS North CCRs and SAS North Design Guidelines and common area improvement plans are illustrative materials representing the concepts for architecture, landscaping, and site planning within the PD district overlay.	
Lessees subject to a specific OEM Image Program may incorporate Community's cultural background and design preferences primarily in their outdoor areas instead of the buildings.	
Lessees not subject to a specific OEM Image Program and other C3 permitted uses shall follow the SAS North Design Guidelines and the SRPMIC Design Standards and Guidelines to produce high-quality development that harmonizes with surrounding building context and incorporates cultural preferences of SRPMIC.	
Permitted Uses:	
• Auto/light vehicle sales with a CUP. • Other customary uses part of a dealership, in compliance with specific use standards of SRO-467-2015, such as: ○ Auto-related retail ○ Small café and auto customer services ○ Maintenance Shop (brake, car wash/detail, muffler, oil and filter changes, tire shop, window replacement) ○ Mechanical repair shop, body shop, paint shop, car rental. ○ Other uses permitted per the underlying C3 zoning district	
No test drives allowed east of the Loop 101 Freeway right-of-way.	
Preliminary Application is <i>recommended</i> , but not required.	
All SAS North development applications eligible for Administrative Design Review.	
Underground retention allowed, subject to SRPMIC regulations, policies and administrative requirements.	
Setbacks	
Minimum 25' building setback from right-of-way lines. An additional ½' for each 1' over 40' building height is required from Pima Road.	
Minimum 10' building setback side and rear property line or site boundary or as required by International Building Code, whichever is greater. In the case of zero lot line construction for a building or wall over 4 feet, no setback is required.	
Minimum 10' landscape setback from the Loop 101 Freeway.	
Minimum 7' landscape setback from side property lines. Landscape setback is not required along the side or rear property lines when the 6' onsite screened inventory wall is on the parcel line.	
Minimum 20' landscape setback from Indian School right-of-way.	
The following deed-restricted areas are included within the setback from the Pima Road, as measured from the 55' roadway easement (described moving west to east):	

• 10' common maintenance area (deceleration lane) • 8' sidewalk • 7' landscape area
Minimum landscape setback from 89 th Street, Yaví Vo:g, and Camelback Road is 12' (including a 5' sidewalk). No walls, including footers, or berms are allowed within the 12'.
Landscaping, Shading and Screening
Landscaping plants shall be selected from the plant palette in the SAS North Design Guidelines.
Landscaping quantities, sizes and ratios in public rights-of-way, deed-restricted areas and common maintenance areas shall be as shown on the final 'As-Built' drawings kept by the SAS North Association and SRPMIC ECS Department.
The maximum distance between trees in a landscape setback is 45' and the maximum distance between shrubs is 9', as measured parallel to the length of the buffer area between tree trunks or center of the shrubs.
Minimum 1 ocotillo per 7,500 square feet of aggregate area of landscape or open space on the site.
Natural turf areas prohibited. Artificial turf allowable if not directly visible from 89 th Street, Yaví Vo:g, Camelback Road, Pima Road, or Indian School Road. Artificial turf may not be counted towards landscape requirements, shall not be used in lieu of trees, shrubs, and accents, and may not be used in landscape islands. Color of turf shall resemble Southwestern Bermuda, fescue or winter rye.
Clear visibility zones as measured along the curb line within the right-of-way is 35' for 89 th Street, Yaví Vo:g, and Camelback Road, and 45' for Pima Road, or in accordance with SRPMIC standards, whichever is more restrictive to ensure driver's safety.
At least 30 percent of the business frontage base shall be landscaped with vegetation, however no trees are required in building base areas abutting building showroom windows.
It is <i>recommended</i> that at least 40 percent of the pedestrian areas within the base areas be shaded.
Trees are <i>recommended</i> to shade a minimum of 40 percent of walkways within parking lots where walkways are not shaded by structures.
Dealership provisions for shade on windows with southern, eastern, and western exposures using structures or vegetation are <i>recommended</i> .
It is <i>recommended</i> that within streetscapes of arterial and collector streets, a minimum of 30 percent of the walkway should be shaded.
Minimum requirements for trees in parking areas: • Sales/Display parking = 1 tree for each 9 parking spaces • Customer parking = 1 tree for each 5 parking spaces • Inventory (not open to customers) = no trees required within parking area. • Tree requirements in parking areas for other than dealership and ancillary uses shall follow SRO-467-2015.
Chain link fence permitted behind fully screened areas as long as they are not visible from adjacent streets or neighboring properties.
Vehicles parked in sales and display areas shall be screened from streets, including 89 th Street, Yaví Vo:g, Camelback Road, Pima Road, Indian School and the Loop 101 Freeway, by a minimum 1' low screen wall as shown in the SAS North Design Guidelines. Vehicles displayed on an elevated pad are not required to be screened. Vehicle storage/inventory and vehicles awaiting service shall be screened per SRO-467-2015.
Transformers, switching cabinets, utility boxes, meters, panels, backflow preventers and similar items, other than those provided by property owners association to serve overall development, shall be located outside of

the 12' deed-restricted landscape and utility area along 89 th Street. All such equipment shall be attractively screened from view from streets and public areas.
Parking and Circulation
Parking requirements for dealerships and ancillary uses: • Retail/customers (indoor sales, ancillary customer areas): 1 per 250 sq. ft. of retail. • Employee/Administration/Storage/Parts: 1 per 500 sq. ft. of floor area • Service: 2.5 spaces per service bay. • Display and inventory parking is determined by the dealer. • All parking shall be on improved asphalt or concrete surface. No parking allowed on unimproved surfaces or vacant lots. • Tandem parking is allowed for display and sale parking in front of the dealership only: a maximum of 4 vehicles deep. • All other C3 permitted uses shall conform to SRO-467-2015.
Inventory parking: • Exempt from internal landscaping. • A screen wall may be used in combination with landscape screen. • No minimum size requirement for parking space. • Tandem parking is allowed: a maximum of 4 vehicles deep.
Accommodations for bicycle traffic and parking are <i>recommended</i> .
Parking not permitted within 89 th Street, Yaví Vo:g, Camelback Road, Indian School Road, Pima Roads.
Minimum total number of parking lot landscape islands: • Parking for other than dealerships: ○ 1 island for every 5 parking spaces. • Dealership parking: ○ Customer parking = 1 island for each 5 parking spaces provided. ○ Vehicle display/sales parking = 1 island for each 9 parking spaces provided. ○ No landscape islands are required within the parking lot for screened inventory parking areas.
Parking area for inventory vehicles, for fleet vehicles or trucks stored onsite are exempt from required landscaping internal to the parking area.
For dealership lessees, pedestrian connections are <i>highly encouraged</i> to be made within the development to sidewalks on abutting streets and existing or future development on adjacent sites.
On-lot sidewalks shall be a minimum of 5 feet wide excluding vehicle overhangs.
Indian School access to SAS North shall be limited to right-in, and right-out only, subject to SRPMIC traffic engineering requirements.
Driveway access locations off Pima Road shall be consistent with those shown on the SAS North Conceptual Master Plan.
Lighting
All site illumination, except for allowed sign illumination and security lighting shall be turned off within 1 hour of business close.
Outdoor lighting shall meet Section 6.6.3.E, including that the color shall be between 4,000 and 4,500 Kelvin degrees.

Between lots, there is no maximum light trespass limits.
Light trespass between the lot and street (Pima Road, Indian School Road, 89 th Street, Yaví Vo:g, and Camelback Road) shall not exceed 0.5 foot candles. Light trespass shall not exceed 1 foot-candle 1' from the property line adjacent to Pima Road.
Pole-mounted lighting maximum height is 25'.
Front line display area (next to roadways) of vehicles are permitted an average of 46 foot candles and maximum of 70 foot candles per fixture. Driveway lighting will be considered vehicle sales display/customer retail and not front line vehicle retail display.
Vehicle sales display and customer retail parking areas are permitted an average of 25 foot candles and a maximum of 60 foot candles per fixture.
Inventory, employee, service, non-customer and non-retail areas with security lighting are permitted an average of 3 foot candles.
Buildings can incorporate a single, architectural LED color-changing band at the parapet of the buildings or below a soffit, in addition to requirements of Section 6.6.7.B to promote the established OEM's Image Program. LED may not be used to produce blinking or flashing lights, shall remain stationary and may change color or colors once in every 24-hour period.
Building mounted light fixtures shall not exceed 20 foot candles at any point on the building surface.
Sign Illumination
Externally illuminated signs shall not exceed 50 foot candles at the sign face.
All signs, except dealer monument signs, the freeway pylon sign/s and dealer building wall signs facing the Loop 101 Freeway, shall be illuminated only during hours of operation of the related business.
Illumination of building wall signs directly facing the Loop 101 Freeway shall be dimmed to a level satisfactory to SRPMIC CDD within 1 hour of the close of business of the related business.
The SAS North development is permitted an entry sign on Indian School Road and an entry sign on Pima Road per the SAS North Design Guidelines. The signs includes decorative columns and entry identification sign at the top of the columns, or on the roof of a canopy over 89 th Street, Yaví Vo:g, or Camelback Road.
Electronic Freeway Pylon Sign
A maximum of 2 freeway pylon signs are allowed. Only the Scottsdale AutoShow North development as a whole is allowed electronic signs.
Freeway pylon sign/s can incorporate a maximum of 4 electronic changing message boards— one main electronic message board and one secondary electronic reader board for brand identification on each side of the sign.
The main electronic changing message board may include 'streaming video' type of content and sequential messages.
The freeway pylon sign/s shall have the following requirements: • Maximum height of electronic message board to be 65' • Maximum overall height of sign to be 75' • Maximum height of electronic messaging board is 65' • No up-lighting of sign

• Maximum dimension of main electronic message board shall be 18'-9" x 24'-8" • Maximum dimension of secondary electronic message board shall be 5'-2" x 24'-8" • Maximum sign area = 682 sq. ft. • Hours of operation and illumination—applies to both the main electronic message board and the secondary electronic reader board: ○ Sunrise to sunset: 5,000 NITS maximum ○ Sunset to sunrise: 500 NITS maximum ○ From 10:00 p.m. to 7:00 a.m., still images only. No dynamic or streaming messages. ▪ Fade in/fade out images are acceptable ▪ 15 seconds minimum between image changes
Freeway pylon shall match the design found within the SAS North Design Guidelines.
Building Wall and Freestanding Signs
For signage, lessees with buildings 20,001-75,000 square feet are permitted: • 1.25 square feet of signage per 1 linear foot for the total building perimeter. • Maximum letter height of 72". • The first letter in any word or the logo can be 96" in height.
For signage, lessees with buildings greater than 75,000 square feet are permitted: • 1.50 square feet of signage per 1 linear foot for the primary frontage wall. • 1.25 square feet of signage per 1 linear foot for total of other exterior walls. • Maximum letter height of 72". • The first letter in any word or the logo can be 96" in height.
For permanent freestanding signs: • Maximum height = 8' (96") • Maximum width = 10' (120") • Maximum sign area = 6' X 6'6" (39 sq. ft.) • Minimum distance between signs on same side of street = 150', except for Pima and Indian School Roads which are 300'. • Minimum distance from abutting property line = 75' • Sign base shall match design requirements in SAS North Design Guidelines. • Pima Road freestanding sign allowed only if business frontage faces Pima Road and has public/customer access from Pima Road (not just staff/delivery access). The Pima Road freestanding sign shall match the sign used along 89th Street.
Permanent freestanding signs shall be no closer than: • 8' from the back of sidewalk on 89th Street • 2' from the back of sidewalk from Pima Road.
Permanent freestanding signs shall be within a landscaped setting within a minimum area of four (4) times the area of the sign elevation, except that the freeway monument sign shall be within a landscaped setting a minimum of 1300 sq. ft.
Other than the freeway monument sign, freestanding signs are not permitted to contain electronic changing messages.
Other Signs

Directional signs may not be placed in rights of way, deed restricted areas or common areas. They may be placed within the dealer's lot in medians or islands in the quantities and locations at the discretion of the lessee.
Directional sign shall not exceed twelve (12) square feet in area.
Flag requirements: • A maximum of four (4) flags per lot are permitted and design review approval is not required. • Flags shall be placed within 50' of the dealership building face. • If only the U.S. flag is flown, it may have a maximum height of 65'. • If the U.S. flag and additional flags are flown, then the U.S. Flag has a maximum height of 40' and the other flags must be flown at lower height. • If the state flag is flown, then the SRPMIC flag must also be flown, and at the same or higher height. • Only 1 federal, 1 state, 1 SRPMIC, and 1 OEM dealer name and/or logo flag will be allowed.
Future temporary development signs shall be a maximum of 64 square feet in area.
Future temporary development signs shall be limited to only one sign per street frontage, except if a single lot has more than 500' of frontage, then the lot may be allowed two signs on 89 th Street only.
Address signs for businesses are not required to be included on monument signs.
Painted window signs are not permitted where they can be seen from any roadway.
*Standards not listed in this table default to the SRPMIC Zoning Ordinance *Any parcel not for automotive use shall follow the requirements of the SRPMIC Zoning Ordinance and the SRPMIC Design Standards and Policies

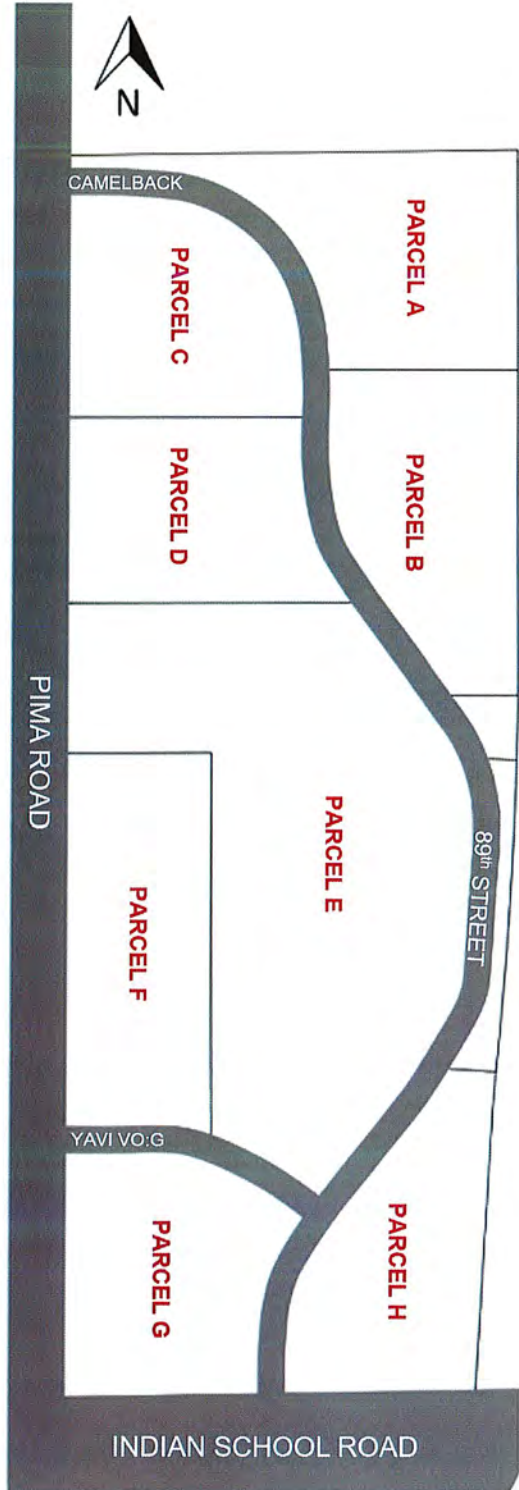


EXHIBIT C



MARCH 2024



Design Guidelines - North

PREPARED BY

Kimley»Horn
Expect More. Experience Better.

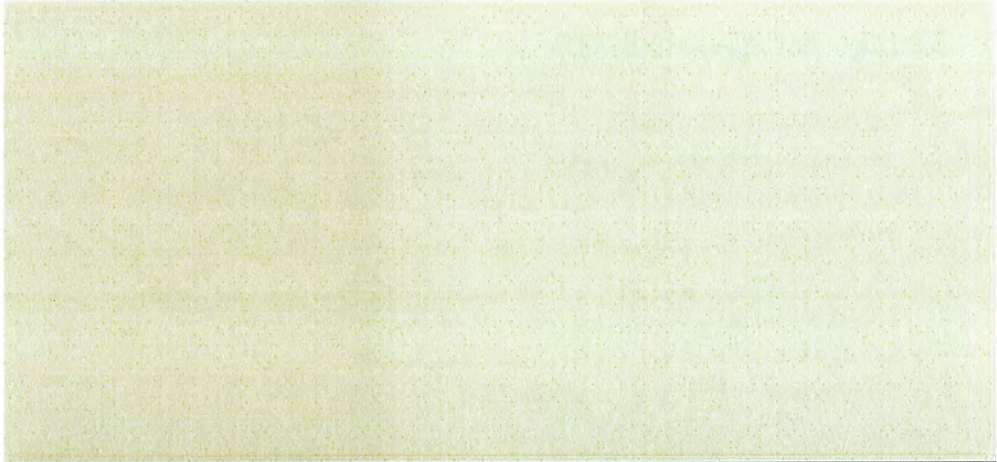


EXHIBIT D

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SECTION 1.0 – BACKGROUND



1.0 Background

1.0-A ABOUT

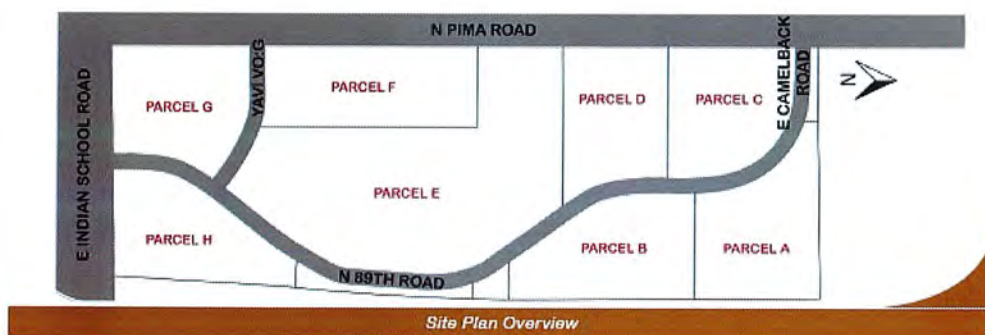
The Scottsdale AutoShow North is a 55-acre automotive retail development located between North Pima Road and the 101 Pima Freeway, just north of East Indian School Road and the existing Scottsdale AutoShow within the Salt River Pima-Maricopa Indian Community (SRPMIC or Community). It is the intention for Scottsdale AutoShow North to be an expansion of Scottsdale AutoShow, matching the theme and complimenting each other as one project. There will be retail that will not be afforded the same deviations as the automotive uses. All non-automotive retail land use will be designed to meet the existing SRPMIC Design Standards and Policies. It is being developed by an enterprise entity (Scottsdale AutoShow) formed specifically by SRPMIC with assistance under an agreement from auto park developer, MULLIN360, LLC.



1.0-B EXISTING AND ADJACENT LAND USES

The character of the properties surrounding the site is as follows:

1. West: Fully developed residential properties within the City of Scottsdale constructed in approximately the 1970s.
2. North: SRPMIC jurisdiction, which has been historically agricultural and is currently fallow.
3. South: SRPMIC jurisdiction which is currently SAS.
4. East: Arizona Department of Transportation (ADOT) roadway easement for the 101 Pima Freeway. ADOT provides for all freeway related improvements and maintenance, including drainage and landscaping. East of the freeway is SRPMIC jurisdiction with various agricultural and residential uses.



1.0-C PLANNING AND ZONING CONSIDERATIONS

The conceptual site plan for Scottsdale AutoShow North is shown on the previous page. The standards outlined in this document are intended to achieve a sensitive balance between the Zoning Ordinance and design guidelines of the SRPMIC and the master-planned automotive retail environments desirable in competitive auto parks throughout the Phoenix metropolitan area including Scottsdale AutoShow. Certain modifications and variances to the SRPMIC zoning code are appropriate to achieve this balance and are outlined in this document. When not specifically described, Lessees shall comply with the legal requirements of the SRPMIC, such as the Zoning Ordinance.

1.0-D DEFINITIONS

These definitions are provided for clarification of this document; all definitions contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North still apply.

1. "Site Plan" – The SRPMIC reviewed and approved plan for each Lessee site.
2. Lessee – As defined by the Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North. In some sections of this document, Lessee will then be divided into three subgroups – Lessee with OEM Image Program, Lessee without OEM Image Program, and Any Other Use. For the purposes of this document, the subgroups will be defined as follows:
 - a. Lessees with OEM Image Program are considered to be a Lessee with a formal and documented national branding and image programs.
 - b. Lessee without OEM Image Program are considered to be a Lessee with no formal and documented national image programs.
 - c. Any Other Use is considered to be a non-Lessee use (as defined above) and must be owned by a Lessee within the Scottsdale AutoShow North.
3. "Deed Restricted" and "Common Maintenance Areas" are synonymous in this document.

1.0-E APPLICABILITY

This set of Design Guidelines was created specifically for the Scottsdale AutoShow North development. This document and the Community acknowledge that some Lessees will have OEM formal national branding and image campaigns. As such, these Lessees with OEM Image Program will use this set of Design Guidelines primarily in their outdoor areas; however, they are encouraged to use the culturally relevant and contextual desert setting suggestions in other areas as much as possible. For Lessees without OEM Image Program, they will need to use this set of Design Guidelines to design contextually to the Lessees around them in the Scottsdale AutoShow North, as well as incorporating the cultural and contextual suggestions. For Any Other Use, they will be subject to the Scottsdale Auto Show Design Guidelines and/or the SRPMIC Design Standards and Guidelines. Please contact the Community Development Department – Planning Services Division for a current copy of the SRPMIC Design Standards and Guidelines.

1.0-F DESIGN REVIEW

Per the Declaration of Covenants, Conditions, Restrictions and Easements for the Scottsdale AutoShow North, prior to installing any parcel improvements, a complete Design Review application shall be submitted and approved by the SRPMIC. All Lessee improvements shall conform to the approved plans.

1. Through the Design Review application, the SRPMIC will require the applicant to prepare a conceptual master plan illustrating development of the entire site, such as land use intensity, circulation, drainage, utilities, landscaping, and the relationship to the existing, proposed, or potential development on adjacent sites, as well as illustrative elevations showing materials, colors, and textures.
2. As a condition of the Design Review approval process, the SRPMIC may require deed restrictions or easements to support utilities, roadways or cross access, or may require other exactions or agreements as necessary to implement the master plan or a specific project final site plan.
3. Pending approval of the Design Review application, construction documents must be submitted and approved through the SRPMIC Engineering and Construction Services Division.
4. Any substantial changes to the approved master plan shall require additional approval through a design review process and may require other approval processes as applicable.

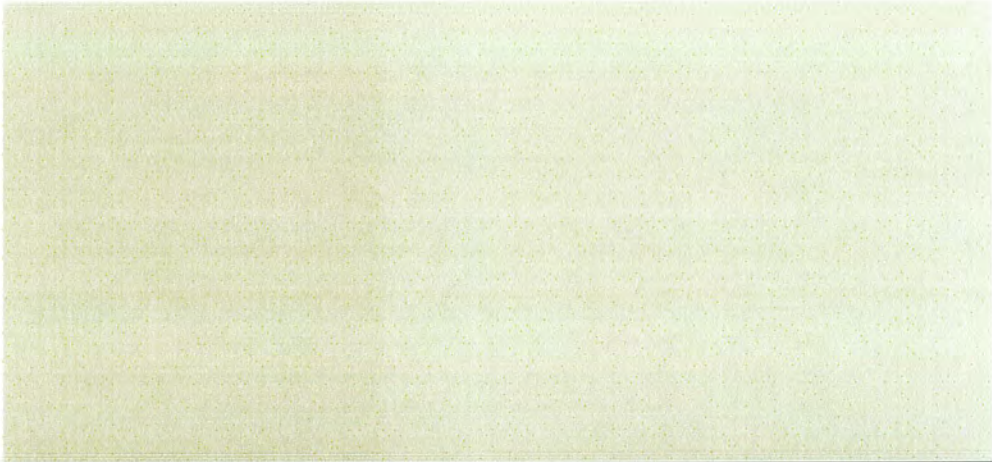
1.0-G SUSTAINABILITY

The incorporation of the following design and construction methods, which achieve principles of Green Building to create environmentally responsible, profitable, and healthy places to live and work, are strongly encouraged:

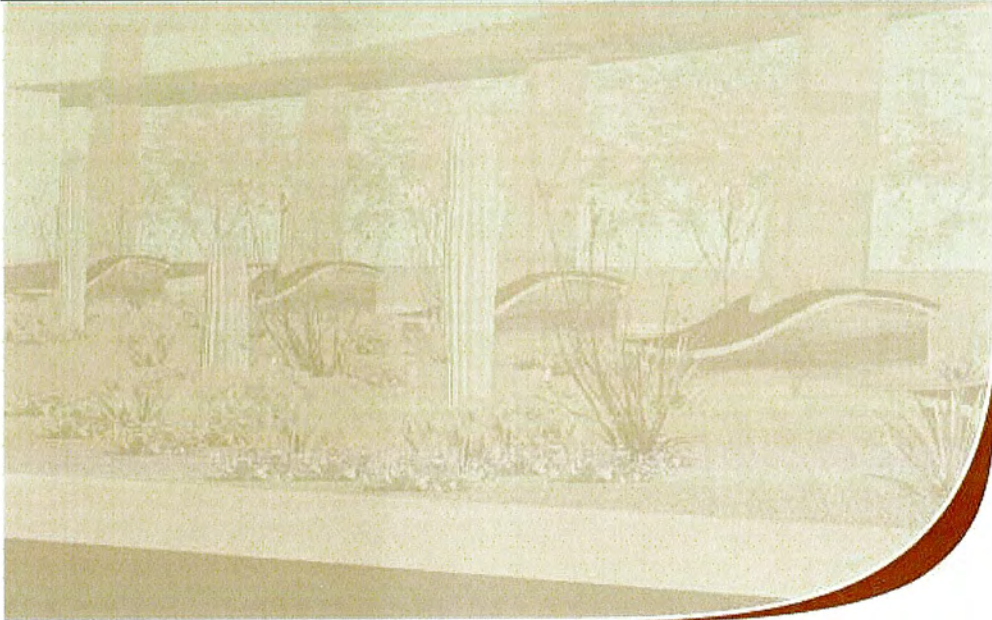
1. Water efficiency (efficient landscaping, use reduction)
2. Energy and atmosphere (energy performance, renewable energy, green power)
3. Materials and resources (building reuse, recyclable materials, local materials)
4. Indoor environmental quality (low-emitting materials, daylight and views)
5. Innovation and design process (creative approach, key challenges resolved)
6. Minimization of the "heat island" effect
7. Lighting design that minimizes light pollution and maintains visibility of stars at night



Design and construction methods should strive to minimize the "heat island" effect



SECTION 2.0 – PARKING AND CIRCULATION



2.0 Parking and Circulation

2.0-A PARKING

It is the responsibility of the Lessee to ensure that adequate parking is provided. Parking or display of vehicles for sale or lease other than within approved parking spaces is prohibited. Required parking spaces shall not be used for product display except as allowed within this section.

2.0-B MINIMUM NUMBER OF REQUIRED PARKING SPACES

The minimum number of required parking spaces is calculated as follows:

1. The required number of parking spaces shall be based upon the ratios and land uses indicated in the table below.
2. If a proposed use is not listed in the table below, the required parking shall be as required by the SRPMIC Zoning Ordinance.
3. When multiple uses are proposed, the minimum number of parking spaces required shall be the sum of the minimum requirements of the individual primary uses or as allowed per the SRPMIC Zoning Ordinance.
4. All parking facilities shall be shown on the site plan along with minimum parking required and provided for fleet vehicles, delivery vehicles, vehicles displayed for sale or lease, and vehicles awaiting rental, repair, or maintenance. However once constructed, parking spaces do not have to be physically signed on the site as to their uses.
5. Parking spaces for vehicles to be stored on the site during normal business hours, such as for sale, lease, rent, repair, or maintenance, shall be provided in addition to the minimum number of parking spaces required in the table below. All such vehicles shall be parked only in areas as designated on approved plans.



Minimum Required Parking	
Use	Number of Spaces
Retail/Customer (includes Indoor Sales and Ancillary Customer Areas)	1 per 250 sf. of retail floor
Employee (includes Administration Offices)/Storage/Parts/Warehouse	1 per 500 sf. of floor area
Service	2.5 per service bay
Display	N/A (to be determined by Lessee)
Inventory	N/A (to be determined by Lessee)

*General retail uses are required to be parked per the SRPMIC Zoning Ordinance.

2.0-C PARKING FOR TEMPORARY EVENTS

The person managing any temporary event shall arrange for adequate parking for the event. Such parking shall not be accommodated on streets. All temporary events will require a special use permit from the SRPMIC.

2.0-D PROHIBITED PARKING

1. Use of parking areas for overnight occupancy is prohibited.
2. Parking is prohibited:
 - a. On 89th Street, Yaví Vo:g, Camelback Road, Pima Road, or Indian School Road.
 - b. At locations not designated for parking on an approved site plan.
 - c. At locations that block a building entrance.
 - d. In areas needed for access to active loading ramps or bay doors.
 - e. In any deed restricted or common maintenance area.

2.0-E ACCESSIBLE PARKING SPACES

Accessible parking spaces shall be provided in compliance with the Americans with Disabilities Act (ADA) and SRPMIC building code requirements.

2.0-F STACKED PARKING

Stacked parking, also referred to as tandem parking, is allowed for inventory parking areas and for display and sale parking in front of the dealerships only, at a maximum of four (4) deep (four stacked parking spaces with no additional space required for circulation).

1.0-G PEDESTRIAN CIRCULATION

Pedestrian circulation shall be required between ancillary customer-oriented uses on the site. It is strongly encouraged that pedestrian access between adjacent properties be provided. Delineated pedestrian pathways (through pavement markings, delineated pavement, or sidewalk) from the street to the main entrance shall be provided. The existing sidewalk along 89th Street, Yaví Vo:g, and Camelback Road shall continue along driveways into each site until the first vehicular crossing. Accommodations for bicycle traffic and parking are recommended for the automobile dealerships and required for general retail uses.

2.0-H MAINTENANCE

1. All paved areas shall be kept free from dust, loose particles, and trash at all times.
2. All striping, pavement, curb, and crosswalk markings and signage shall be kept in a state that is clearly legible.
3. All landscape shall be maintained per Section 7.0-G.
4. All parking lot improvements shall be maintained to function as intended when approved.

2.0-I INVENTORY PARKING AREAS FOR AUTOMOBILE USE

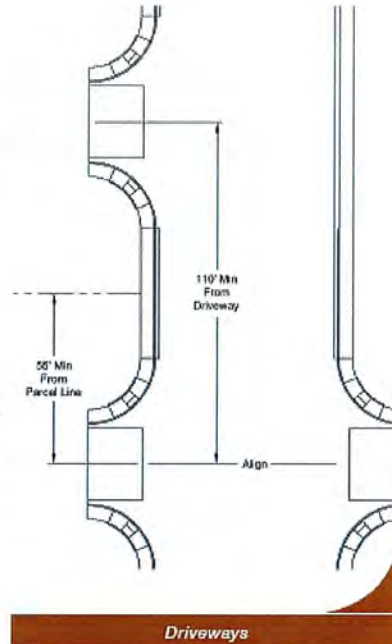
1. Inventory parking areas are exempt from required landscaping internal to the parking area.
2. All such areas shall be identified on an approved site plan, separated from retail/customer parking areas, and screened from view from streets, adjacent sites, and properties by a perimeter masonry screen wall six (6) feet high.



Delineated pedestrian pathways from street to main entrance shall be provided

2.0-J DRIVEWAYS

1. Shared driveways are not mandatory but encouraged, especially where single ownership has one or more Lessees contiguous to one another.
2. The minimum distance between driveways (measured center to center) is 110 feet along 89th Street, Yavil Vo:g, and Camelback Road and 330 feet along Pima Road (right-in/right-out only).
3. The recommended minimum distance of centerline of driveway from the parcel line shall be 55 feet unless a shared driveway is used.
4. No driveways onto Indian School Road will be allowed.
5. Adjacent to the eastern side of the Pima Road easement line and within the 25' Pima Road setback, there is a 10' wide common maintenance area that has been set aside to be used as future deceleration lanes. These deceleration lanes to all points of access to and from the development must be approved and installed prior to starting the Pima Road widening project.



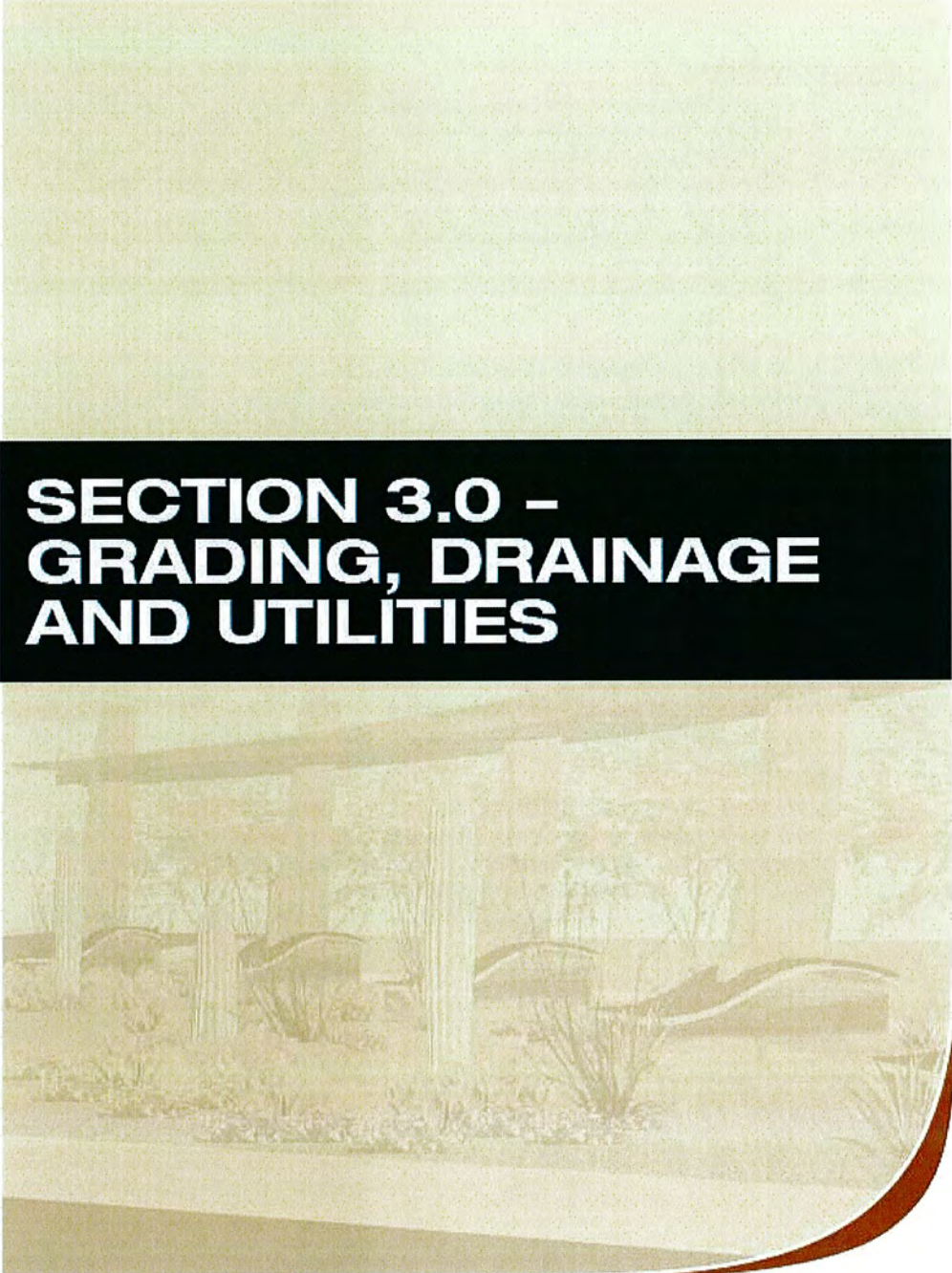
2.0-K DIMENSIONAL STANDARDS

Dimensional standards for parking stalls, curb length, parking aisle width, and bay width will default to the SRPMIC Zoning Ordinance, except for inventory parking and stacked parking requirements. Refer to Section 2.0-F for Stacked Parking dimensions. Inventory parking dimensions will be determined by the Lessee.

2.0-L LOADING AREA REQUIREMENTS

Loading areas shall adhere to SRPMIC legal requirements, however vehicle inventory may be loaded/unloaded using the striped center median on 89th Street, Yavil Vo:g, and Camelback Road during hours when the Lessees are closed to customers.





SECTION 3.0 – GRADING, DRAINAGE AND UTILITIES

3.0 Grading, Drainage, and Utilities

3.0-A GRADING AND DRAINAGE PLAN REQUIRED

No person, firm, or corporation shall strip, excavate, grade, or otherwise disturb the topsoil on a site except in conformance with an approved grading plan and grading permit issued by the SRPMIC Engineering and Construction Services (ECS) Department.

3.0-B STORMWATER MANAGEMENT SOLUTIONS

1. Stormwater management shall utilize the SRPMIC Design Standards and Guidelines and conform to all applicable legal requirements.
2. Individual parcels shall provide 100-year, two (2) hour retention for both their parcel and the adjacent half (1/2) street.
3. Stormwater storage basins shall be naturally contoured and landscaped to minimize ditch or rectilinear shapes.



Stormwater storage basins shall be naturally contoured and landscaped to minimize ditch or rectilinear shapes

3.0-C UNDERGROUND STORAGE

1. Underground storage of stormwater runoff is allowed after review and approval by the SRPMIC Floodplain Administrator.
2. The use of pervious pavement solutions are encouraged.



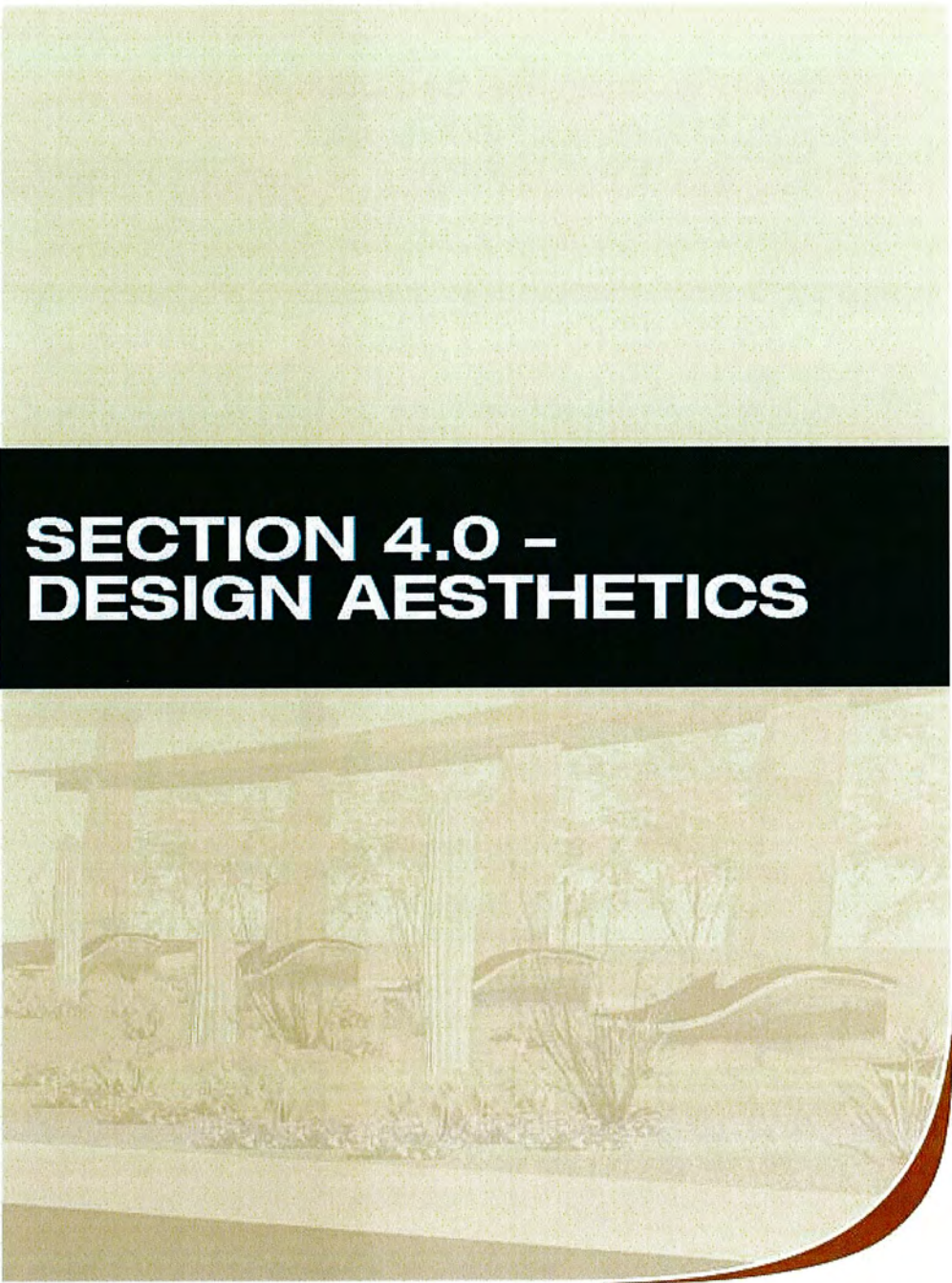
Underground storage of stormwater runoff may be allowed if approved by the SRPMIC Floodplain Administrator

3.0-D UTILITIES

1. All exterior on-site utilities including, but not limited to, sewer, gas and water lines, electrical, telephone, fiber/data, and equipment shall be installed and maintained underground. The cost for these utilities shall be borne by the Lessee.
2. Locate exterior transformers, utility pads, cable television, and telephone boxes out of view of the right-of-ways, and screen with walls and/or vegetation.
3. Any antenna or device for transmission or reception of any signals including, but not limited to: data, telephone, television, and radio shall be screened as per the stipulations in Section 6.0 of this document.
4. No above ground, on-site utilities such as transformers, pull-boxes, cabinets, etc. shall be located within deed restricted or common maintenance areas.
5. It is encourage to place utilities along lot lines to minimize conflicts with potential drive locations.



Locate exterior transformers, utility pads, cable television, and telephone boxes out of view of the right-of-ways, and screen with walls and/or vegetation



SECTION 4.0 – DESIGN AESTHETICS

4.0 Design Aesthetics

4.0-A CONTEXT

The goal of the aesthetics of the Design Guidelines is to complement the national OEM image programs of the automobile dealers with the preferred cultural aesthetics and contextual reference to the desert and the location of the auto park within SRPMIC. All general retail uses will be required to meet the SRPMIC Zoning Ordinance and SRPMIC Design Standards and Policies for design aesthetics.

4.0-B DESIGN PRINCIPLES

Buildings should adhere to foundational principles that result in high-quality design:

1. Provide architectural treatment to all building elevations, not just the front and customer entrances.
2. Provide horizontal and vertical interest by varying building masses and planes.
3. Provide a harmonious variety of colors and materials.
4. Provide human-scaled entrances and window features.
5. Building placement to reflect solar orientation.

4.0-C CULTURAL STYLE

It is desired that individual building and hardscape structures within the development harmonize with the surrounding desert environment and present a natural, yet modern style. It is also suggested that a Lessee incorporate elements in design that express some of the traditions and cultural preferences of the Akimel O'odham (Pima) and Xalychidom Piipaash (Maricopa) people of the SRPMIC. Below are examples of preferred design elements:

1. Use of construction materials which are contextually sensitive to the surrounding natural environment.
2. Integration of textured building materials.
3. Where opportunities exist, building architecture is to emphasize solar response through deeply recessed windows, shade structures, extended rooflines, etc.
4. Provide landscaping, eye-level design details, seating, and other features to create pedestrian-oriented spaces at building entrances.



Buildings should provide a harmonious variety of colors and materials

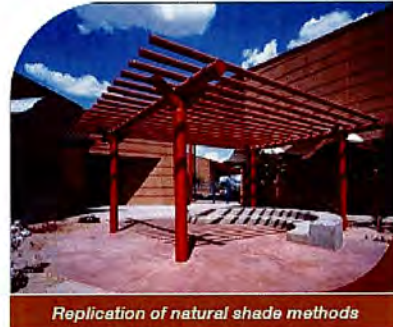


Care should be taken when incorporating the Pima-Maricopa cultural and historic design motifs



Traditional basket patterns should be incorporated into the design process.

5. When available, incorporation of the following Pima-Maricopa cultural and historic design motifs as a subtle delineation element is encouraged. Care should be taken when interpreting these motifs so that the design pattern is not merely imitative but is representational and expresses the Pima-Maricopa culture in new ways.
 - a. Basket patterns
 - b. Pottery designs
 - c. Natural shade
 - d. Native desert tones
 - e. Organic textures



4.0-D COLORS

1. In addition to colors representative of the automotive Lessee's OEM national image program, use of natural, desert-hued colors are encouraged to be incorporated into building design.



4.0-E MATERIALS

Realizing that the dealers are required to use their national OEM image programs, the material recommendations below are favored by the Community and are highly desired to be incorporated into the various Lessee projects.

1. Stonework with a matte and natural appearance. It is preferred that stone materials are indigenous to the area and locally sourced.
2. Wall materials that are textured to allow for the play of light and shadow. Contrasting materials of different colors such as darker colors for heavy textures and light colors for lighter textures.
3. Reflective window glazing is discouraged.
4. Windows (especially on the south, east, and west elevations) shaded by exterior building features. The building design in regards to glazing must address solar gain and energy conservation.
5. Exposed masonry with an integral color as an acceptable material for exterior wall finish.
6. Combinations of finishes, textures, and colors on one building are encouraged.



4.0-F SOLAR INSTALLATIONS

Solar panel installations on vehicle and inventory parking structures, over shade structures, and on rooftops are strongly encouraged.

4.0-G SHADING – PARKING AND OUTDOOR AREAS

Shading over parking areas is strongly encouraged. Shading of outdoor areas, including but not limited to, walkways, seating areas, and amenities, is desired. Shading at parking areas and outdoor areas could be achieved through the use of structural elements, solar installations, vegetation/landscaping, structural fabric sails, and similar elements.



4.0-H PAVING

Paving shall be designed to coordinate with the architecture and landscape to provide a link between the street edge and the individual structures. Proper hardscape design will improve pedestrian safety, movement, and visual enjoyment of community areas. General guidelines include:

1. Use of special paving treatment, such as textured and/or integral-colored.
2. On-site pedestrian sidewalks within Lessee parcels should incorporate decorative designs derived from Pima and/or Maricopa basket and pottery shapes. Geometric designs with contrasting color are encouraged.
3. Painted paving surfaces, other than for traffic control in parking areas, are prohibited.
4. The use of stamped asphalt is prohibited.
5. Integral color at individual driveway entrance aprons (to a minimum length of 30 feet from gutter) and at the main and secondary entrances to the Scottsdale AutoShow North site (to a minimum length of 50 feet from gutter) are desired.
6. The use of integral color concrete for the sidewalks adjacent to 89th Street, Yavi Vo:g, and Camelback Road are preferred.



4.0-1 OUTDOOR FURNISHINGS

Outdoor furnishings serve an aesthetic and have a functional use. They can include benches, trash receptacles, bollards, fountains, art, and free-standing planters/pots, and courtyards/patios. Site furnishings are welcomed and encouraged, as well as creating the opportunities to reinforce the cultural style of the Community. Examples include:

1. Forms that are simple in design and sturdy in construction and appearance.
2. Benches used liberally and grouped so as to encourage social interaction.
3. Trash receptacles shall be made available near path intersections, benches, rest rooms, eating establishments, and other gathering places.
4. Bollards are used to physically separate pedestrian and vehicular traffic and to safeguard pedestrians, as well as other site furnishings, from damage. Bollard design is desired to be artistic or architectural and be approximately 18 to 36 inches high.
5. Fountains and pools, if used, are most appropriate at building entries, pedestrian areas, in courtyards and patios, and are to be primarily horizontal in nature. These features should be located next to the buildings; not by the roadways. Water features shall compliment the architecture and should appear as an extension of the building. Water features shall not have colored water or lights. Water features shall be small (not higher than 6' or larger than 800 square feet in area. Jets and sprays shall be limited to avoid water loss.
6. Freestanding planters/pots can provide an opportunity to reflect the cultural setting near entrances and along walkways. Tying the watering of plant pots into the automatic irrigation system is required so as to prevent plant loss.
7. Furnishings should be located so as not to obstruct ingress or egress on to any roadways or driveways.



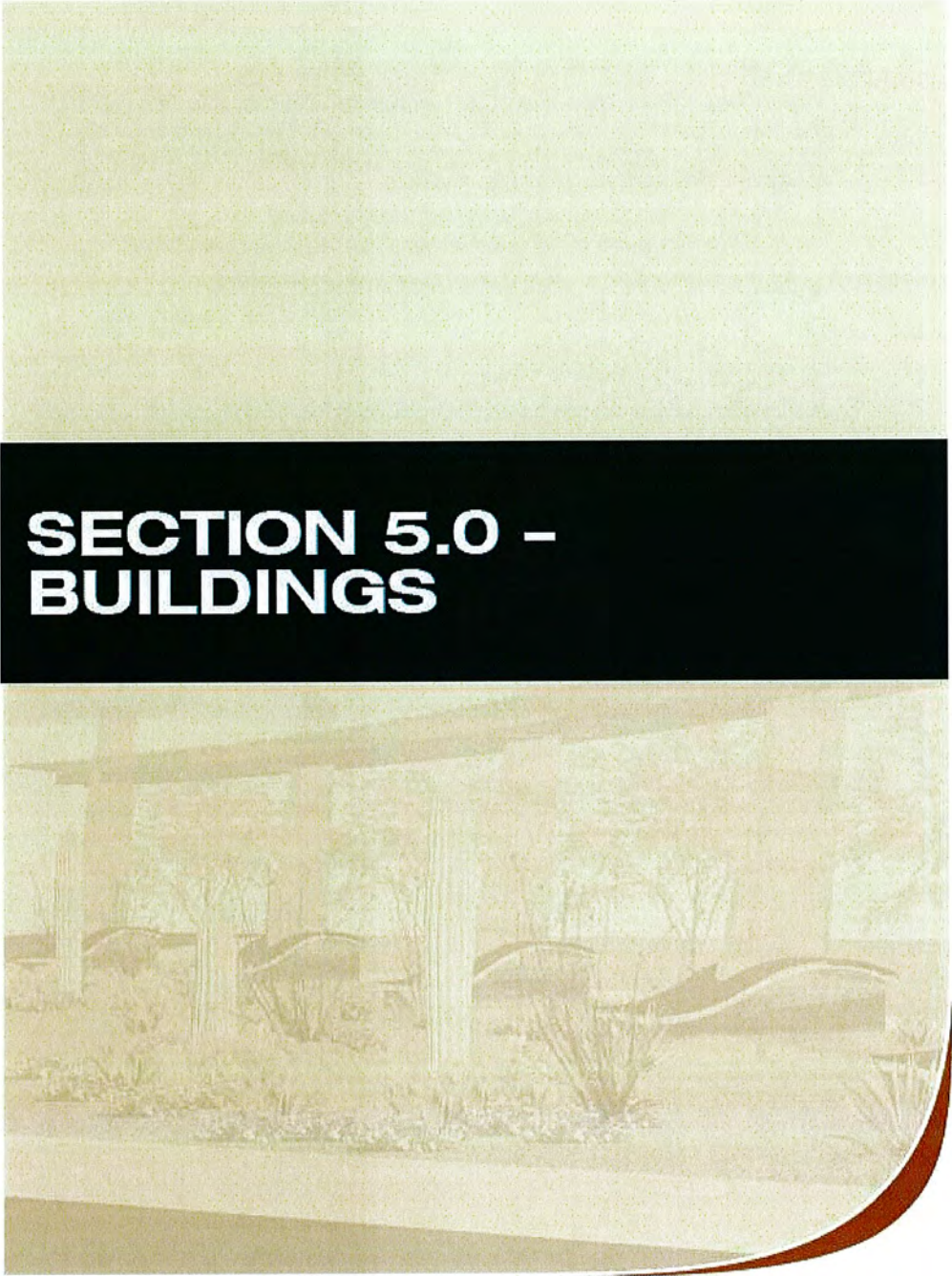
4.0-J DECORATIVE, SECURITY AND RETAINING WALLS

A design theme for the decorative, security, and retaining walls has been established and shall be followed. The selection of textures, colors, and forms of these walls is intended to harmonize with the Community's design principles and characteristics. Long, continuous lengths of screen wall are discouraged. Walls should maintain a consistent height.

1. Chain link fencing is not permitted, except in the following situations:
 - a. As temporary security and safety fencing around a site, as approved by the SRPMIC.
 - b. To prohibit access to an unsafe situation such as a condemned building.
 - c. In areas not open to the public and if completely screened from view by a masonry wall.
2. Jogs or visual breaks in the wall alignment to break up the length and mass of the wall are required along public right-of-way for all roadways.
3. The vehicle undercarriage screen wall will follow the design below. Every Lessee will be required to construct this wall on their site per the details in order to screen the vehicle undercarriages from public view from the roadways.



*Refer to Appendix for Plans - Exhibit A



SECTION 5.0 – BUILDINGS

5.0 Buildings

5.0-A CONTEXT

The Community acknowledges the OEM Image Programs are a requirement for national brand automotive dealers. While the Community will respect these programs, the Community also seeks to create a balance between those image program requirements and the desired contextual appropriateness and cultural relevancy of the site with the SRPMIC lands. All general retail uses will be required to meet the SRPMIC Zoning Ordinance and the SRPMIC Design Standards and Policies for design of the buildings.



5.0-B HEIGHT

The maximum building height shall be 80 feet and no more than six (6) stories.

5.0-C SETBACKS

The minimum building setback is 25 feet from rights-of-way, 10 feet from side and rear parcel lines, or as required by the International Building Code, whichever is greater. In the case of zero lot line construction for a building or wall over four (4) feet, no setback is required. An additional half (½) foot shall be added to the setback along Pima Road for each one (1) foot over 40 feet in height.

5.0-D ACCESSORY STRUCTURES

Accessory structures shall be identified on an approved site plan and shall comply with these Design Guidelines.

5.0-E MECHANICAL AND UTILITY EQUIPMENT

HVAC equipment, utility cabinets, meters and panels, transformers, backflow preventers, and similar items shall:

1. Be located to minimize visibility from streets, public areas, and adjacent uses to the extent possible, or be attractively screened from view from streets, public areas, and adjacent sites.
2. Shall not impede a driver's visibility during ingress and egress on a roadway.
3. Roof-mounted equipment:
 - a. Screening shall be integrated into the building design, add to the building's aesthetics, and have a similar level of detail as the building. It should not have an "added-on" appearance.
 - b. Where the roof is readily visible from an adjacent street or site, equipment shall be within a roofed architectural feature rather than screened by a fence or parapet.
4. If equipment cannot be screened due to impairment of its function, the architectural or site design shall make the equipment a non-dominant feature integrated into the site or building, subject to design review approval.

5.0-F PARKING STRUCTURES

Parking structures and/or roof parking are to be considered buildings and shall comply with the Design Guidelines.

5.0-G BUILDING BASE AREA IMPROVEMENTS

If the documented national image programs for automotive dealers will allow, the following building base area improvements should be incorporated: landscape, hardscape, shade structures, furniture, public art, patterned walkways, and architectural features such as awnings, wall mounted sculptures, window pop-outs, upper-level overhangs, colonnades, overhead decks or walkways, forecourts, and decorative walls.

1. Landscaping

- a. Landscape design will be reviewed and generous landscaping areas are welcomed.
- b. At least 30 percent of the building frontage, within 30 feet of the building face, shall be landscaped with vegetation, which may include raised planters or potted plants in addition to in-ground plantings. The minimum building based planter width shall be seven (7) feet wide for trees. Trees are not required within the base area improvements at the Lessee showroom interior building spaces.
- c. Primary and secondary building frontage and side base areas that are not used for pedestrian circulation, loading or service areas, vehicle access, or activity areas such as patios, outdoor dining, or recreation areas shall be fully landscaped.



Landscape will be thoroughly reviewed and generous landscaping areas are welcomed

2. Shade

- a. It is recommended at least 40 percent of the pedestrian areas within building frontage should be shaded. Shade may be provided by trees, shade structures, shade sails, covered walkways, canopies or awnings, building overhangs, or similar elements. Shade conditions are those existing at noon on June 21st.
- b. Provisions for shade on windows with southern, eastern, and western exposures using structures or vegetation are recommended.
- c. The supporting elements of shade structures should be located as not to block pedestrian circulation.



Business frontage base areas shall contain functional spaces that complement the building use, enhance the building's architecture, and provide micro-climates for outdoor areas

3. Business frontage base areas contain functional spaces that complement the building use, enhance the building's architecture, and provide micro-climates for outdoor areas.
4. A transition between indoor and outdoor environments is desired at the building entrances. Examples include the use of covered entrances, shaded forecourts or deeply recessed entrances, walkway materials/colors or patterns, and features such as pedestrian lighting, pottery or potted plants, and art/sculptures.

5. Architectural features and amenities are desired to define and differentiate areas within the base area. Examples include bollards, buttresses, arches, columns, arcades, low walls, raised planters, large pots, sculptures and public art, street furniture, lighting, shade structures, walkway materials/colors, pedestrian level decorative light fixtures, sitting walls, wall mosaics and art work, gathering areas, and similar.
6. Design walkways and sidewalks to provide a unique sense of place for the pedestrian incorporating features such as surface textures and patterns, shaped walkways, defined destinations at building entrances, and alignments that create views to focal points in the foreground or background.



5.0-H ROOFS

1. Exposed flat roofs are not permitted.
2. Roofs with a slope greater than a one (1) inch to one (1) foot ratio must be screened by solid parapets.
3. Roof mounted equipment shall not be visible from the ground level. Such equipment must be screened.
4. Roof forms should express a shading function. Eave overhangs, trellis structures, and arbor forms are encouraged as roof features. Roof lines should flow out of the building form.
5. Unless part of a national OEM image program for automotive dealerships, gabled roofs are strongly discouraged.

SECTION 6.0 – SCREENING



6.0 Screening

6.0-A REQUIREMENTS

1. Screening may be accomplished with landscaping, walls, architectural features, a combination of these, or by other means approved by the SRPMIC.
2. Specific screening requirements for certain uses are listed below:
 - a. General areas not open to the public such as bay doors, loading docks, and service areas (staging of serviced vehicles, car washes, etc.), shall be screened from view from streets, public areas, and adjacent uses.
 - 1). Screening can utilize architectural solutions such as recessing, building offsets, buttresses, columns, trellis, and walls in combination with tall shrubbery and trees.
 - b. Permanent outdoor storage.
 - 1). All outdoor areas used for permanent storage of materials shall be screened from adjacent streets, public areas, and adjacent uses by walls a minimum of six (6) feet in height.
 - 2). The height of materials stored in outdoor areas shall not exceed the height of the screening provided.
 - 3). Vehicles and equipment shall be screened
 - 4). Outdoor storage of items for sale within approved display areas, such as vehicles, are not required to be screened from street view.
 - c. Refuse and waste materials.
 - 1). All refuse or waste materials stored outdoors shall be attractively screened from view from streets, public areas, and adjacent uses by an opaque wall, an enclosure, or by landscaping.
 - 2). Refuse enclosures and compactors shall:
 - a). Be screened from streets, public areas, and adjacent uses and should be placed off of main drive aisles, outside of public parking areas, and away from outdoor pedestrian areas, if at all possible.
 - b). Screen walls shall be no less than five (5) feet in height or one (1) foot higher than the top of the container, whichever is higher.
 - c). Opaque gates may be required, depending on visibility to public areas. When gates are used, they shall be kept closed when containers are not being accessed.



All refuse or waste materials stored outdoors shall be attractively screened from view from streets, public areas, and adjacent uses by an opaque wall or an enclosure



Screening can utilize architectural solutions such as recessing, building offsets, buttresses, columns, trellis, and walls in combination with tall shrubbery and trees

SECTION 6.0

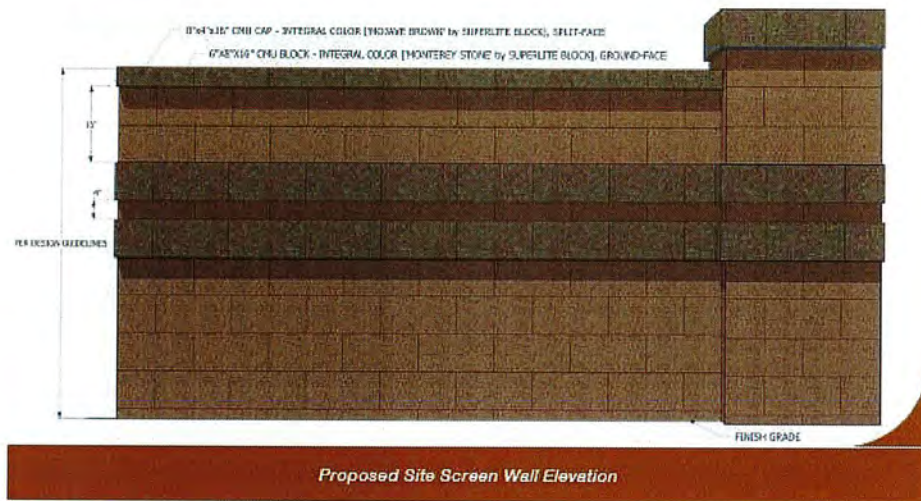
- d. Parking areas not open to the general public shall be screened using walls, landscaping, berms.
 - e. Utility transformers, utility meters, and ground mounted HVAC equipment shall be screened using either walls, metal screens, recessing into building, and/or landscaping, or a combination of these to screen a minimum of one (1) foot higher than the equipment being screened.
 - f. Roof-mounted radio, antenna, or communications transmission equipment shall be screened to at least the height of equipment.
3. All screening shall be well-integrated into the site and be compatible with the development theme and building design.
 4. Screening shall be placed adjacent to and around the area to be screened rather than being placed at the perimeter of the entire site, unless that solution is not practicable.
 5. Walls used for screening shall be completely opaque and of adequate height to screen the area, use, equipment, and materials stored.
 6. Where it is not practicable to provide a screen wall of adequate height, due to the nature of the materials stored outdoors, additional landscaping may be used in addition to the wall to create a higher partial screen as approved by the design review process. Screen walls shall not exceed the height of the walls of the adjacent building.
 7. Wall materials, finishes, and colors shall be per 6.0-B
 8. All walls, fences, and gates shall conform to all applicable building code requirements.
 9. Under certain circumstances, a removable and/or swing gate may be allowed to satisfy the screen wall requirements.
 10. Chain link fence shall be per 4.0-J.



All screening shall be well-integrated into the site and be compatible with the development theme and building design

6.0-B SITE SCREEN WALL DESIGN

The non-public areas screen wall will follow the design below. Every Lessee will be required to construct this wall on their site per the details in order to screen the back of house operations from public view from the roadways.



*Refer to Appendix for Plans - Exhibit A

SECTION 7.0 – LANDSCAPING



7.0 Landscaping

All required landscaped areas and all unused areas of a Lessee site, excluding areas for future development, shall be improved with landscaping that meets or exceeds the requirements of this section.

The term "landscaping" includes all plants, mulch and ground covers, landscape structures, pedestrian shade structures, hardscapes, sidewalks and walkways, fountains and water features, street furniture, public art, and other approved components and materials used to enhance the appearance of a Lessee site and foster the purposes of this document.

The Lessee shall install and maintain all landscaping and related improvements on their parcel in conformance with the approved plans.



The Lessee shall install and maintain all landscaping and related improvements on their parcel in conformance with the approved plans

7.0-A MINIMUM STANDARDS

1. Landscape areas within the Lessee parcel shall be landscaped with at least the minimum number and size of plants as listed in the table below.

Required Plant Material	Minimum plant quantities per aggregate area of landscape or open space on the site and within rights-of-way. ³	Minimum Plant Size
Trees	1 per 1500 sf. of landscape area ⁵ (excluding parking lots, ROW and landscape setback)	Height 6 ft. Caliper ¹ Single Trunk ¾" Multi-Trunk 1½"
Specimen Plants (Trees, Saguaros, and Ocotillos)	25% of required trees within sites with greater than 2-story building(s)	Height 10 ft. (Tree) 6' (Non-Tree) Caliper ¹ Single Trunk 2 ½" Multi-trunk 1½" (average of two largest trunks)
Shrubs, and/or Cacti and Succulents ²	1 per 35 sf. of landscape area (except in deed restricted areas and landscape setback areas)	1 gallon 5 gallon
Groundcovers	No minimum requirement	1 gallon
Saguaros	1 per 12,500 sf. of landscape area	6 ft. height or 6 ft. average combined height of two
Ocotillos	1 per 7,500 sf. of landscape	6 ft. height (container plants)
Parking Lot Landscape ⁴	1 tree per 5 parking spaces including 1 tree per parking lot island and as required for shading walkways	Height 10 ft. Caliper ¹ Single Trunk 2 ½"
Vehicle Display Parking ⁴	1 tree per 9 parking spaces including 1 tree per parking lot island and as required for shading walkways	Height 10 ft. Caliper ¹ Single Trunk 2 ½"
	1 shrub per 25 sf. of landscape area in parking islands and medians	5 gallon
¹ Caliper is measured 6" above soil line; height is measured from the soil line. Smaller calipers are allowed for salvaged plants. Nursery plants shall meet current American Standard for Nursery Stock (ANSI Z60.1) ² Herbaceous perennials, small varieties of cacti, and small succulents together shall not comprise more than ten (10) percent of the required minimum number of shrubs used (See 3 below) ³ Excluding trees within parking lots, once the minimum number of required plants is met, the number of additional plants in any category is not limited ⁴ Trees within parking lots are not included in minimum quantities for other landscape areas. In lieu of tree requirements, structured shade may be used. ⁵ The minimum requirement is a site average excluding parking islands, street ROW, and landscape setbacks. Narrow landscape areas such as building base areas may be required to provide a higher tree count per sf. while wider areas like plazas or detention areas may be allowed a lower tree count per sf.		

*Minimum Standards above are for automotive dealership lots only. General retail sales shall follow the SRPMIC Zoning Ordinance requirements for minimum landscape standards.

2. Minimum requirements for landscaping within deed restricted and common maintenance areas will be based off of the quantities provided in the as-built plans of the overall Scottsdale AutoShow North development plans. As-built landscaping plans for the Scottsdale AutoShow North development can be obtained from the Association.

7.0-B PLANT DENSITY

Trees, shrubs, and groundcovers shall be distributed throughout the Lessee site based upon site layout, the minimum standards outlined within this document (or the SRPMIC Zoning Ordinance, as applicable), and the purpose or function of the various landscaped areas as specified in these design guidelines.

7.0-C PLANT SELECTION AND DIVERSITY

Landscape design shall use a diverse selection of plants from the plant list provided in section 7.0-M.

7.0-D TURF AREAS

Natural turf areas are not permitted. The use of artificial turf, however, is acceptable as long as it is not directly visible from the 89th Street, Yavi Voig, Camelback Road, Pima Road, or Indian School Road. Additionally, the use of artificial turf cannot be counted towards the landscape requirements.



Landscape design shall use a diverse selection of plants

7.0-E MINIMUM PLANTING AREA

1. The minimum depth or width of any required landscaped area, except within parking lot islands, shall be seven (7) feet.
 - a. Within a hardscape area, such as a plaza or other pedestrian area, trees shall be placed within a semi-pervious planting area a minimum of 82 square feet. This area may be open or be a combination of open and semi-pervious area.
 - 1). The minimum pervious (open) area shall be 25 square feet with a minimum length or width of five (5) feet and may be a tree grate.
 - 2). The remaining semi-pervious area may consist of an open planting area and shall be covered with semi-pervious material, such as pavers set in sand.
 - b. The minimum width and length of planting areas within parking lot islands shall default to the SRPMIC Zoning Ordinance.



The minimum depth or width of any landscape area, except within parking lot islands, is seven (7) feet and does not include sidewalks or impervious cover

7.0-F INSTALLATION, MODIFICATION OR REMOVAL OF LANDSCAPE IMPROVEMENTS

The installation, modification or removal of landscape improvements requires prior SRPMIC approval and shall be in substantial conformance with the approved plans.

1. Irrigation that is fully automated, underground, and employs water conservation equipment in accordance with current best management practices is required for all plants. Irrigation shall be expanded and adjusted appropriately as plants mature.
2. Soil within the planting areas shall be free of construction materials and other debris or replaced with native top soil. Soils that have been compacted shall be tilled to a depth of 18 inches prior to planting.
3. Plant materials of substandard quality or dimensions may be determined to be unacceptable by the SRPMIC.
4. Inspection and approval by the SRPMIC is required of all landscape improvements prior to the issuance of a certificate of occupancy or acceptance as complete.

7.0-G MAINTENANCE

Landscaping shall be maintained in a safe and healthy state and in accordance with the design intent of the approved landscape plan and this ordinance. Maintenance includes, but is not limited to:

1. Watering and fertilizing appropriately for the plant species; monitoring and repair of irrigation systems; adjusting irrigation to plant growth; pest and disease control; other provisions necessary to nurture plants and ensure their healthy, vigorous growth.
2. Keeping sidewalks and walkways smooth and free of bumps, cracks, plant material, debris, mulch, stones, sand, dirt, or trash and clearing debris from landscape areas.
3. Keeping walls, fences, hardscape, and other landscaping features in good condition and free of graffiti, debris, and trash.
4. Removal of weeds and invasive plant species.
5. Replacing dead or severely damaged plants with healthy plants of the same variety and quality within 30 days of their demise.
6. Cleaning up and repairing of areas and improvements damaged by stormwater, erosion, wind, sun, or other means.
7. Removing tree and other plant staking no later than 18 months after planting.
8. Maintaining mulch in flowerbeds, cutting back perennials, and/or replanting annuals at appropriate times.
9. Applying pre-emergent and contact weed control at the most effective times.



Keep sidewalks and walkways smooth and free of bumps, cracks, plant material, debris, mulch, stones, sand, dirt, or trash and clearing debris from landscape areas



Landscaping planted as a required landscape screen or buffer shall be maintained to provide an effective visual screen

10. Use of appropriate pruning techniques during the proper season for the plant species.
 - a. Plants shall be minimally pruned in a manner that maintains the characteristics of the plant in its natural growth pattern and not be pruned or sheared into artificial shapes.
 - b. Plants may be pruned or sheared:
 - 1). Where maintenance is required for hedges or for species that require annual pruning for normal healthy growth (not simply for appearance).
 - 2). To remove a safety hazard.
 - 3). To remove dead or diseased material.
 - 4). To avoid overhead utility power lines.
 - 5). To maintain unobstructed vision between three (3) feet and seven (7) feet within the visual clear zones at intersections.
 - 6). To maintain clear passage for the full width and up to a height of eight (8) feet above sidewalks and pathways.
 - c. Topping, an extreme form of crown reduction of trees, is prohibited.
 - d. Care must be taken not to prune at a time or in a manner that will diminish the time or amount of blooming. Minimal trimming should occur in the winter months.
11. Plant maintenance shall correspond to the design function intended.
 - a. Landscaping planted as a required landscape screen or buffer shall be maintained to provide an effective visual screen.
 - b. Ground cover intended to fully cover an area and plants designed as a vegetative mass shall be allowed to overlap and shall not be pruned to create gaps between the plants.

7.0-H SETBACKS

All parcels of the Scottsdale AutoShow North development shall include streetscape landscaping for the length of the abutting arterial and collector streets.

Minimum Landscape Setbacks	
Location	Distance
101 Freeway	10 ft.
89th Street, Yavil Vo:g, and Camelback Road	12 ft. (7 ft. from back of sidewalk)
Side-Yard/Rear	7 ft.*
Pima Road	15 ft. (7 ft. from back of sidewalk)
Indian School Road	20 ft.



1. Landscape setbacks are on-site and abut the street right-of-way or easements, including those for turn lanes, and are measured horizontally perpendicular to the street right-of-way and/or parcel line. Where no right-of-way exists, measurement is from back of curbing or edge of street shoulder. Landscape setbacks are not measured from utility easements.
2. The maximum distance between trees in a setback is 45 feet and the maximum distance between shrubs is nine (9) feet, as measured parallel to the length of the buffer area between tree trunks or center of the shrubs.

3. Plants shall be selected from the plant list provided in these Design Guidelines and arranged in a natural looking manner.
4. The SRPMIC may require a screen wall in addition to the landscape buffer. For example, where the intensity of the use and hours of operation could have negative impacts on adjacent uses; to screen headlights from adjacent residential areas; or to screen the view of outdoor storage or loading areas from adjacent properties.
5. If a shared driveway is used, the required side-yard landscape setback will still be required on both sides.

**Landscape setback is not required along the side or rear property line when the six (6) foot on-site screened inventory wall is on the parcel line*

7.0-I CLEAR VISION AREAS

Clear vision areas and requirements of all intersections are described in the graphic below.

Clear Visibility Zone for Traffic Safety Triangles	X' in feet ¹
89th Street, Yavil Vo:g, and Camelback Road	35'
Pima Road	45'
¹ Measured along the curb line or edged vehicle use area within ROW including turn lanes, bicycle lanes, and shoulder.	



Traffic Safety Triangle

7.0-J PARKING LOTS

Parking lots shall be landscaped to improve visual appearance, reduce glare, break up large expanses of asphalt, and provide a partial tree canopy to shade the parking area, vehicles, and walkways to help mitigate the buildup of heat while allowing surveillance from the street. Landscaping within parking areas shall meet or exceed the minimum requirements in this section.

1. All landscape plants within parking areas shall be selected from the appropriate plant list for parking areas provided in these Design Guidelines.
2. Planting size requirements are described in the table in Section 7.0-A.
3. For safety considerations, plants within parking areas shall be selected and maintained so as to provide a visually clear area between a height of three (3) feet and seven (7) feet above the parking lot surface.
4. Parking lot islands and medians shall be located as required per the SRPMIC Zoning Ordinance and landscaped in conformance with the following minimum requirements for automotive dealerships only. All general retail uses shall follow the SRPMIC Zoning Ordinance for minimum requirements:



Parking lots shall be landscaped to improve visual appearance



One (1) shrub shall be provided for each 25 square feet of landscape area within the islands and medians

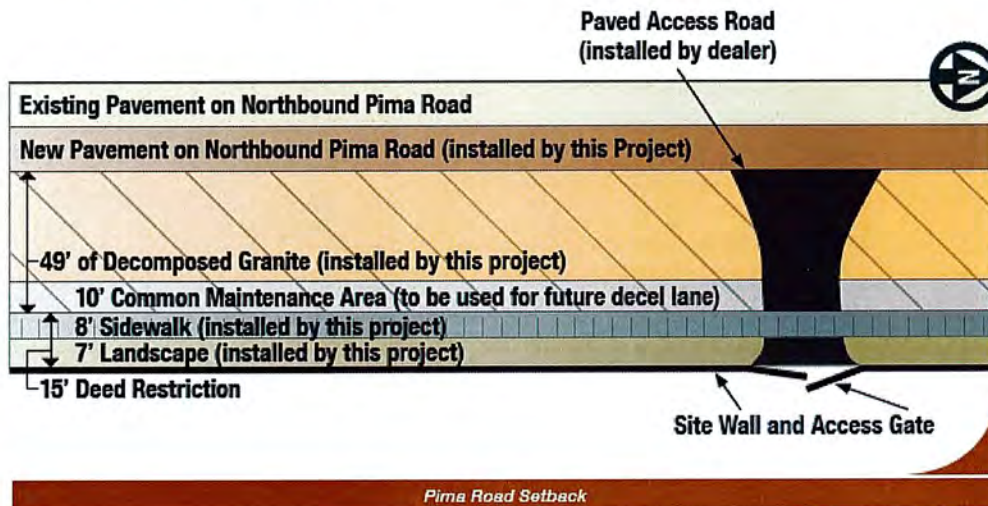
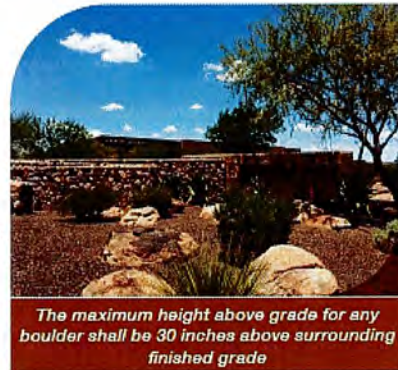
- a. One (1) tree shall be provided for each five (5) parking spaces. Spaces located under a shade canopy are excluded. Vehicular display parking shall require one (1) tree per nine (9) parking spaces.
 - b. One (1) tree for each landscape island at the end of each row and within rows of parking spaces.
 - c. Trees are recommended to shade a minimum of 40 percent of walkways within parking lots where walkways are not shaded by structures or other means.
 - d. One (1) shrub shall be provided for each 25 square feet of landscape area within the islands and medians.
 - e. Inventory parking areas that are completely screened from the public are exempt from the parking lot landscape requirement.
5. Landscape islands and medians shall be graded to retain low flows of stormwater when possible.

7.0-K DECOMPOSED GRANITE

Decomposed granite shall be Gold, or equal, in color, one-half inch (1/2) minus material at a minimum depth of two (2) inches.

7.0-L BOULDERS

Boulders shall be of a surface select variety and buried a minimum depth of one-third (1/3) the boulder size. The maximum height above grade for any boulder shall be 30 inches above surrounding finished grade. The color should complement the decomposed granite.



7.0-M APPROVED PLANT PALETTE

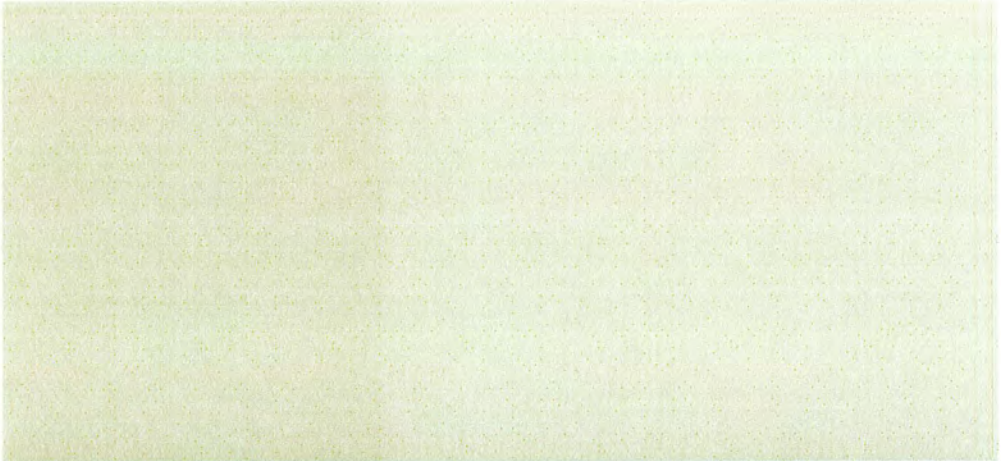
Plant Type	Allowed Planting Zone									
	Wildlife Habitat Enhancement	Drainage Swales and Detention Basin Slopes	Detention Basin Bottoms	Landscape Screen	Streetscape	Street Intersections/Entry Features	Parking Lot Islands/Medians	Building Base Area	Building Entry Transition	Interior Courtyards/Roof Gardens
Trees										
Acacia greggii (Cat Claw)	•	•	•							
Cercidium (Parkinsonia) floridum (Blue Palo Verde)	•	•	•	•	•	•	•	•	•	•
Cercidium (Parkinsonia) microphyllum (Foothill Palo Verde)	•	•	•		•	•	•	•	•	•
Chilopsis linearis (Desert Willow)	•	•	•		•	•	•	•	•	•
Olneya tesota (Ironwood)	•	•	•	•	•	•	•	•	•	•
Prosopis pubescens (Screwbean Mesquite)	•	•	•	•	•	•	•	•	•	•
Prosopis velutina (Arizona Mesquite)	•	•	•	•	•	•	•	•	•	•
Succulents/ Cacti										
Agave deserti (Desert Agave)	•	•			•	•		•	•	•
Agave murpheyi (Murphey's Agave)	•	•			•	•		•	•	•
Agave palmeri (Palmer Agave)	•	•			•	•		•	•	•
Carnegiea gigantea (Saguaro)	•	•			•	•		•	•	•
Cylindropuntia bigelovii (Teddy Bear Cholla)	•	•			•	•		•	•	•
Dasyliion wheeleri (Desert Spoon)	•	•			•	•		•	•	•
Echinocereus engelmannii cactus (Hedgehog Cactus)	•	•			•	•		•	•	•
Ferocactus wislizenii (Fishhook Barrel)	•	•			•	•		•	•	•
Fouquieria splendens (Ocotillo)	•	•			•	•		•	•	•
Opuntia basilaris (Beaver Tail Cactus)	•	•			•	•		•	•	•
Opuntia engelmannii (Engelmann's Prickly-pear)	•	•			•	•		•	•	•
Yucca baccata (Banana Yucca)	•	•			•	•		•	•	•
Yucca elata (Soaptree Yucca)	•	•			•	•		•	•	•
Shrubs										
Ambrosia deltoidea (Triangle-leaf Bursage)	•	•	•		•	•	•	•	•	•
Anisacanthus therberi (Desert Honeysuckle)	•	•	•		•	•	•	•	•	•
Calliandra eriophylla (Fairy Duster)	•	•	•		•	•	•	•	•	•
Cassia covesii (Desert Senna)	•	•			•		•	•	•	•
Chrysactinia mexicana (Damianita)	•	•			•			•	•	•
Dalea pulchra (Bush Dalea)	•	•			•	•	•	•	•	•
Dodonaea viscosa (Hopbush)	•	•	•	•	•	•	•	•	•	•
Encelia farinosa (Brittlebush)	•	•			•	•	•	•	•	•
Ericameria laricifolia (Turpentine Bush)	•	•			•	•	•	•	•	•
Hyptis emoryi (Desert Lavender)	•	•		•	•	•		•	•	•
Justicia californica (Chuparosa)	•	•	•		•	•	•	•	•	•
Larrea tridentata (divaricata) (Creosote Bush)	•	•	•	•	•	•		•	•	•
Simmondsia chinensis (Jojoba)	•	•		•	•	•		•	•	•
Vauquelinia californica (Arizona Rosewood)	•			•				•	•	•
Verbena goodingii (Verbena)	•	•	•		•	•	•	•	•	•
Viguiera deltoidea (Goldeneye)	•	•			•		•	•	•	•

7.0-M APPROVED PLANT PALETTE (CONTINUED)

Plant Type	Allowed Planting Zone									
	Wildlife Habitat Enhancement	Drainage Swales and Detention Basin Slopes	Detention Basin Bottoms	Landscape Screen	Streetscape	Street Intersections/ Entry Features	Parking Lot Islands/ Medians	Building Base Area	Building Entry Transition	Interior Courtyards/ Roof Gardens
Annuals/ Perennials/ Vines										
Baileya multiradiata (Desert Marigold)	•	•			•	•	•	•	•	
Gaillardia aristata (Arizona Blanket Flower)	•	•			•	•	•	•	•	
Lupinus sparsiflorus (Desert Lupine)	•	•			•	•	•	•	•	
Melampodium leucanthum (Blackfoot Daisy)	•	•			•		•	•	•	
Penstemon eatoni (Firecracker Penstemon)	•	•			•		•	•	•	
Penstemon parryi (Parry's Penstemon)	•	•			•	•	•	•	•	
Penstemon pseudospectabilis (Arizona Penstemon)	•	•			•	•	•	•	•	
Proboscidea parviflora (Devil's Claw)	•	•	•		•	•	•	•	•	
Psilostrophe cooperi (Paper Flower)	•	•			•	•	•	•	•	
Sphaeralcea ambigua (Desert Globemallow)	•	•	•		•	•	•	•	•	
Grasses										
Aristida purpurea (Purple Threeawn)	•	•			•	•	•	•	•	•
Bouteloua curtipendula (Sideoats Grama)	•				•		•	•	•	•

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EXHIBIT D



SECTION 8.0 – SIGNS



8.0 Signs

8.0-A CONTEXT

The Community acknowledges that national OEM image programs, which are required by national brand automotive dealers, govern signage. In the following sign design guidelines, SRPMIC is striving to balance the requirements of those national OEM image programs while also acknowledging the preferred contextual appropriateness and cultural relevancy of the site with the SRPMIC lands. All general retail uses shall follow the signage requirements found in the SRPMIC Zoning Ordinance but monument signage shall follow the same design for the cabinet pedestal and concrete base as noted in 8.0-D below.



8.0-B SIGN PERMIT REQUIRED

An approved sign permit from SRPMIC is required prior to displaying, placing, erecting, relocating, installing, or modifying a sign within the Lessee parcel.

8.0-C LESSEE BUILDING SIGNS

1. Sign area allowed on Lessee buildings shall be one and a quarter (1.25) square feet per linear foot of total building perimeter. Sign area for buildings over 75,000 square feet may be one and a half (1.50) square feet per linear foot of primary frontage, plus one and a quarter (1.25) square feet per linear foot of all other building sides.
2. Permitted square footage of sign area cannot be transferred between exterior wall elevations.
3. Signs will be allowed on all four (4) sides of the Lessee's building. Sign letters should not exceed six (6) feet in height except the first letter in any word or logo may be eight (8) feet in height.
4. Manufacturer's signs that incorporate manufacturer brand logos, trademarks, and sales marks shall be allowed.
5. Any illuminated building mounted signs facing residential areas shall be a minimum of 400 feet from the property lines of any residential area.
6. Any sign identifying a specific building must be placed on the wall of the building which the sign identifies.
7. Signs on buildings may not project more than 12 inches from the surface where it is mounted and may not project above the roofline of the building.
8. Electronic messaging signs are not allowed.

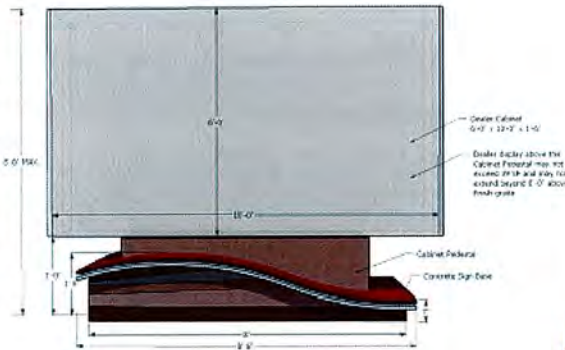


8.0-D LESSEE MONUMENT SIGNS

New car vehicle Lessee manufacturers dictate certain monument sign design, image, color, and materials. Additionally, some manufacturers own the sign elements for full control and lease them back to the franchised Lessee ownership. Scottsdale AutoShow North will provide a design that can be utilized for this monument signage which follows the theme of the auto park design.

In order to maintain the overall feel and aesthetics of the auto park, the base design and materials of the Lessee monument signs for every parcel within the Scottsdale AutoShow North development will be the same design.

Every Lessee will be required to construct this Lessee monument signage on their site per the design details. The only exception to sign base design is absolute mandate by the manufacturer, supplied in writing. Additional information is available regarding the specific materials to be used. While the sign base will be the same for every Lessee, each individual Lessee will be able to locate their sign elements within the sign envelope noted in the design below. The maximum sign area shall not exceed 39 square feet.



1. Signs may be no closer than eight (8) feet from back of sidewalk.
2. Lessee monument signs may be illuminated 24/7. All sign illumination shall be fully concealed from view.
3. The maximum height of the Lessee monument sign, including the base, shall be eight (8) feet above surrounding grade.
4. Lessees with Pima Road frontage will be allowed dealership monument signage per the Zoning Ordinance requirement along Pima Road as long as the Lessee has public/customer access from Pima Road. Any Lessee monument sign placed along Pima Road shall meet the requirements of the Lessee monument sign shown below and must be located a minimum of two (2) feet east of the Pima Road sidewalk except in case of manufacturer mandate. Lessee monument signage along Pima Road shall meet the same requirements regardless of whether it is for a single or multi-tenant installation.
5. Retail uses shall design the cabinet pedestal and concrete sign base to match the lessee monument signs as found in these design guidelines. However, the size of the signage cabinet shall conform to the SRPMIC Zoning Ordinance requirements.

Lessee Monument Sign

**Refer to Appendix for Plans - Exhibit B*



Directional signage shall not exceed four (4) square feet in surface area for each side

8.0-E LESSEE DIRECTIONAL SIGNAGE

1. Directional signage shall not exceed twelve (12) square feet in surface area for each side.
2. A total of no more than four (4) signs per Lessee shall be allowed.
3. Manufacturer logos are allowed.
4. No Lessee directional signage is allowed within any deed restricted area.

8.0-F TEMPORARY SIGNAGE

1. Any temporary signage desired by the Lessees not outlined herein shall require a sign permit authorized by the SRPMIC.
2. Painted window signs are not permitted where they can be seen from any roadway.

8.0-G ILLUMINATION

Approval of sign illumination is part of the sign permit process. Adding illumination to an existing non-illuminated sign requires a new sign permit.

1. All signs and wall signs, except for those wall signs directly facing the 101 Pima Freeway and Lessee monument signs, shall only be illuminated during hours of operation of the related business. Wall signs directly facing the 101 Pima Freeway may remain illuminated outside of hours of operation of the related business but must be dimmed within one (1) hour of the close of that business. Lessee monument signs may remain illuminated outside of hours of operation of the related business.
2. Except where specifically allowed, blinking, intermittent or flashing lights, laser lighting, or changing levels of illumination, and lighting with exposed sources are not permitted.
3. Conductors, transformers, and other electrical equipment shall be concealed from view.
4. Externally illuminated signs shall:
 - a. Be illuminated from above the sign face.
 - b. Use shielded or hooded fixtures narrowly directed at the sign and mounted so that the source of illumination is not visible.
 - c. Not exceed 50 foot-candles as measured parallel to and within one (1) foot of the sign face.
5. Internally illuminated signs shall comply with the following:
 - a. Opaque backgrounds are required. Only the sign's message content, such as individual letters or logos, shall be translucent. The background of all sign faces, including white and/or colored backgrounds, shall be completely opaque. A translucent band outlining the perimeter of the entire sign face, not exceeding two (2) inches in width, is permitted.
6. Design and installation of illuminated signs shall avoid glare/reflection and are subject to standard light trespass limitations except that freestanding signs shall not be required to meet light trespass requirements into a street right-of-way. When a sign's design creates a reasonable assumption that light trespass levels may be exceeded, the SRPMIC may request the manufacturer's information for projected illumination levels with the application for a sign permit.



Externally illuminated signs shall be illuminated from above the sign face, not below

8.0-H FLAGS

Flags shall conform to the following:

1. One (1) United States flag with pole up to 65 feet in height may be flown. This flag pole must be located within 50 feet of the building face and may fly the United States flag only. Or up to four (4) flags may be displayed with the single United States flag pole up to 40 feet in height, and the maximum of three (3) additional flag poles must be lower in height. Only one (1) federal, one (1) state, one (1) SRPMIC, and one (1) OEM Lessee name and/or logo flags will be allowed. If the state flag is flown with the United States flag, then the SRPMIC flag must be flown as well. If the SRPMIC flag is flown with the United States flag, then the state flag is optional.
2. OEM Lessee flag may not exceed the size of government jurisdiction flags.
3. The flagpole shall be tapered from the bottom to the top enabling air flow to animate the flag.
4. All pole-mounted flags require a sign permit.
5. A United States flag may be displayed along or in conjunction with other permitted flags and shall adhere to position and manner of display as published in the United States Code, Title 4, Chapter 1 – The Flag, or as revised.
6. Display of the SRPMIC flag or any government flag shall conform to SRPMIC legal requirements.
7. Only national or government flags are permitted to be illuminated and shall be illuminated in a downward direction and in conformance with section 9.0-M of this document.
8. Flags used for advertising are counted as part of the permitted wall sign area if building-mounted.



Flagpoles shall not exceed forty (40) feet

Height of Flag Pole	Minimum Flag Size	Maximum Flag Size
15'	3'x5'	3'x5'
20'	3'x5'	4'x6'
25'	4'x6'	5'x8'
30'	5'x8'	6'x10'
35'	5'x8'	6'x10'
40'	6'x10'	8'x12'
45'	6'x10'	8'x12'
50'	8'x12'	10'x15'
60'	10'x15'	12'x18'
65'	10'x15'	12'x18'

8.0-I CONSTRUCTION PROJECT IDENTIFICATION SIGNS

Construction project identification signs provided during the construction of a project listing the project information such as name and address of the architects, owners, funding sources, and contractors directly involved in the design, funding, and construction of the development on the site are allowed, subject to the following:

1. Time limit. Signs are allowed to be displayed from the time a building permit is issued until the time of issuance of a final or temporary certificate of occupancy. Upon issuance of a certificate of occupancy the sign shall be removed by the owner of the sign, lessee, or property owner.
2. Location. Signs may be ground-mounted on the Lessee site or may be applied to the construction fencing at the perimeter of the site.
3. Height. Ground-mounted signs shall not exceed eight (8) feet in height. Signs attached to construction fencing shall not exceed the height of the construction fence.

4. **Size.** The total number and aggregate area of signs shall be as reasonably approved by the SRPMIC.
5. **Illumination.** Construction project identification signs shall not be illuminated.
6. **Maintenance.** The owner of the sign shall maintain the sign in like-new condition and free of graffiti.
7. **Permanent signs on construction vehicles and trailers (including storage trailers)** used by the contractor(s) during the time the contractor is employed on the site are permitted.

8.0-J FUTURE DEVELOPMENT SIGN

A sign announcing an approved future development, on the same site, including information pertaining to the project, such as the names of the Lessee, architect, developer, contractor(s), and real estate contacts are permitted as follows:

1. **Time limit.** Signs may be displayed for up to 12 months and shall be removed by the owner of the sign, lessee, or property owner prior to the issuance of a final certificate of occupancy.
2. **Size and height.** Signs shall be a maximum of eight (8) feet in height and a maximum of 64 square feet in area. Up to an additional 200 square feet of area is allowed for graphics depicting the future project.
3. **Number.** Only one (1) sign shall be displayed per street frontage on 89th Street (or Yavi Vo:g and Camelback Road) as well as Pima Road. The exception is when a single parcel has more than 500 feet of frontage, then that parcel may be allowed two signs on 89th Street (or Yavi Vo:g and Camelback Road).
4. **Illumination.** These signs shall not be illuminated.
5. **Type.** All such signs shall be ground mounted.

8.0-K SIGN WALKERS

Sign walkers are permitted during special events or promotions as listed on the sign permit, subject to the following:

1. **Permit.** The approved sign permit must be in the possession of the sign walker during the display of the sign.
2. **Permitted locations.** Sign walkers are permitted only on the premises of the business advertised or on the right-of-way abutting the development where the business is being advertised.
3. **Prohibited locations.** Sign walkers shall not be located in the following locations:
 - a. In parking lot drive aisles or stalls, street or driveway medians, driving lanes, driveways, or where they can physically interact with motorists.
 - b. Where they block or impede the use of sidewalks, bicycle paths, or trails in any way and at least a five (5) foot clearance for passage shall be maintained at all times.
 - c. Where they may pose a hazard to others due to manipulation of the sign.
 - d. Within 30 feet of any driveway, within 100 feet of a street intersection, within five (5) feet of the curb or edge of the shoulder of any street, or within clear vision areas.



- e. On any raised structure or vehicle (e.g. fence, boulder, sign, utility box, transformer, elevated planter, wall, stilts, or other structures or vehicles.)
- f. Within 20 feet of any other sign walker who is advertising for a different business.
- 4. Display times. Signs shall be displayed only during the hours business is conducted during a special event or promotion as listed on the sign permit.
- 5. Handling and behavior. Signs may be held, worn, balanced, or manipulated but shall be in the complete control of the sign walker at all times. Signs shall not be tossed in the air at any time. Sign walkers shall not interact verbally with anyone in a vehicle.
- 6. Size and design. Signs shall not exceed eight (8) square feet and shall not include any of the following elements: illumination, flashing, blinking, or rotating lights; animation on the sign itself; mirrors or reflective or retro-reflective sheeting materials; or attachments, such as balloons, ribbons, streamers, sparklers, speakers, or devices emitting sound or light of any kind.

8.0-L SCOTTSDALE AUTOSHOW NORTH DEVELOPMENT FREEWAY MONUMENT SIGNAGE

Only the Scottsdale AutoShow North development as a whole will be allowed to have an electronic sign and a freeway monument sign. The development freeway monument signage will adhere to the following Board approved requirements:

- 1. Maximum height of electronic message board to be 65 feet
- 2. Maximum overall height of sign to be 75 feet
- 3. No up-lighting of the sign
- 4. Maximum electronic message board dimension to be 18 feet and nine (9) inches x 24 feet and eight (8) inches active viewing
- 5. Maximum electronic reader board dimension to be 5 (five) feet and two (2) inches x 24 feet and eight (8) inches active viewing
- 6. Four (4) electronic boards maximum – one message board (main) and one reader board for brand identification (secondary) on each side of the sign
- 7. Hours of operation and illumination (To apply to both the message board [main] and the reader board [secondary])
 - a. Sunrise to sunset: 5,000 NITS maximum
 - b. Sunset to sunrise: 500 NITS maximum
 - c. 10:00PM to 7:00AM



8.0-M PROHIBITED SIGNS

The following signs are prohibited except by approved variance:

1. Any sign placed within deed restricted or common areas, other than those placed by Scottsdale AutoShow North.
2. Signs on vehicles (trucks, automobiles, trailers, boats, or other vehicles) advertising a business on the premises parked immediately adjacent to or on any street abutting the premises and used for identifying the business premises or as additional on-site advertising for the related business.
3. Searchlights, strobe lights, holographic projections, laser light displays, beacons, projected images and similar devices used to attract attention except with an approved special use permit.
4. Permanent signs on or composed of inflatable objects that are air born or float in the air whether tethered or not.
5. Signs displaying electronic messages (except as allowed in Section 8.0-L).

8.0-N SIGN MAINTENANCE

All signs shall be maintained in like-new condition and in conformance to the conditions of the sign permit and this document.

1. Maintenance is the responsibility of the sign owner and person in control of the property on which a permanent sign is located. Maintenance of temporary signs is the responsibility of the sign owner.
2. Sign structures and sign cabinets shall be kept clean, painted areas shall be free of flaking or fading and all sign elements shall be free of rust and rust stains.
3. Signs that are damaged, deteriorated, or vandalized shall be repaired to like-new condition within 30 days of such damage if the sign is permanent or shall be repaired, replaced, or removed within 48 hours of the damage if the sign is temporary.
4. Signs that are damaged to such an extent that they may pose a hazard to passersby, as observed by the owner or as determined by the SRPMIC, shall be repaired to like-new and safe condition or removed immediately.
5. Illuminated signs, including digital signs, that are damaged, malfunctioning, displaying a partial or incomplete message, or displaying flickering, blinking, or partial images, or that do not comply with the provisions of these guidelines shall not be illuminated until the sign is repaired or necessary adjustments are completed.
6. Failure to comply with these sign maintenance requirements is a violation of this document.

SECTION 9.0 – OUTDOOR LIGHTING



9.0 Outdoor Lighting

9.0-A OUTDOOR ILLUMINATING DEVICES

All outdoor illuminating devices shall be installed in conformance with the provisions of this document and SRPMIC legal requirements.

9.0-B EXTERIOR LIGHTING INSTALLATIONS

All exterior lighting installations shall require approval prior to installation. All fixtures installed shall be those specified on approved plans.

9.0-C DESIGN REVIEW

SRPMIC may require evidence that illumination from proposed outdoor lighting will comply with this document and may require adjustments, modifications, shielding, or replacement of fixtures as necessary to achieve compliance with this document. Photometric plans shall be required for review and approval by SRPMIC.

9.0-D ILLUMINATION LEVEL AND STANDARDS

The illumination level and standards for any areas or uses not addressed in this ordinance shall be established by the SRPMIC taking into consideration:

1. The purposes of this section as applied to the character of the area where the illumination is applied.
2. How essential the lighting application is to the function of specific tasks or activities and/or the need for accurate color rendition.
3. The applicable recommended illumination levels and uniformity ratios established by SRPMIC legal requirements, advances in lighting technology, and best practices related to preservation of dark night sky.
4. Any detrimental effects the lighting application may have on the desired characteristics of the Lessee area and the adjacent areas.
5. Measures required as conditions of approval to ensure compatibility with the development characteristics.

9.0-E PROPOSED OUTDOOR LIGHTING IMPROVEMENTS

All outdoor lighting shall be by full cut-off lensed LED fixtures, mounted as required to maintain full cut-off features to avoid light trespass, except where specifically permitted and for fixtures emitting less than 750 lumens (up to one (1) 50 watt incandescent bulb or equivalent per fixture). Color shall be between 4000-4500 Kelvin degrees.

9.0-F SITE ILLUMINATION HOURS OF OPERATION

All site illumination except lower level lighting that is necessary for security purposes, shall be extinguished within one (1) hour after a business closes.

9.0-G EXEMPTIONS

1. Temporary lighting as described below:
 - a. Allowed seasonal decorations that use low-radiance lamps not exceeding 150 lumens per lamp including string lighting or rope lighting not exceeding 120 lumens per linear foot.
 - b. Lighting for theatrical, television, performance, civic, or special events that are of limited duration.
 - c. Temporary lighting required during construction.
 - d. Lighting being used short-term under emergency conditions.
2. Lighting used in approved illuminated signs. These signs are exempt from light trespass limits onto streets but are not exempt from light trespass limits onto adjacent sites or properties.
3. Natural gas lighting.

9.0-H BUILDING MOUNTED LIGHTING - FAÇADE

This section sets forth the requirement for any lighting of the façade, building face or walls, or lighting within non-walkway/non-work areas. These requirements apply to automobile dealerships only. All general retail uses should follow the SRPMIC Zoning Ordinance. The lighting shall:

1. Be LED fixtures that are concealed or shielded so the lens of source of lighting is not visible.
2. Not exceed twenty (20) foot candles on the building surface. Individual fixtures shall not exceed 1,200 lumens
3. Only be operational during building hours, except for COLORED PARAPET LED multi-color strip lighting along the upper façade for automotive uses only (not retail) of the building and Dealership Signage.
4. Be identified by type of fixture on the site plan and building elevations and be accompanied by the manufacturer's specifications, including maximum lumens emitted and lighting pattern for each type of fixture.
5. Promote the established OEM's Image program.



Lighting shall be LED fixtures that are concealed or shielded so the lens or source of lighting is not visible

9.0-I BUILDING MOUNTED LIGHTING - WALKWAYS AND WORK AREAS

Lighting mounted on a building for the purpose of illuminating walkways, work areas, and loading areas shall conform to the following:

1. Be for the purpose of lighting adjacent walkways, loading areas or work areas rather than illuminating the building wall surface or awnings.
2. Fixtures shall be LED, full cut-off, lensed, or mounted under opaque canopies, walkway covers, or overhangs and recessed so the lens or source of lighting is not visible from off-site.

9.0-J BUILDING MOUNTED LIGHTING – COLORED PARAPET LIGHTING FOR AUTOMOTIVE USES ONLY (NOT RETAIL)

1. Shall only be located within or on the roof parapet.
2. Shall be a continuous strip of single LED lights.
3. May not be blinking, intermittent, flashing, or changing levels of illumination.
4. Shall be stationary, non-moving, non-dynamic colors or patterns.
5. Changes in the color or colors of the lights shall not occur more than once every 24 hours.

9.0-K EXTERIOR POLE-MOUNTED LIGHTING FOR AUTOMOTIVE USES ONLY (NOT RETAIL)

The illumination requirements for the front line vehicle retail display area, vehicle retail display areas, all customer/retail areas, inventory areas, and all non-customer/non-retail areas are as follows:

1. All exterior pole-mounted lights shall be LED Cooper Galleon (or equivalent but shall match the pole and fixture style of the street lights adjacent to 89th Street, Yavi Vo:g , and Camelback Road), LED and 25 feet in height (measured from the surrounding elevation to the top of the fixture).
2. Poles and lights are to have a manufacturer applied finish.
3. Frontline Vehicle Retail Display area illumination, as defined as vehicle sales display, that abuts any public roadway, shall average 46 horizontal foot candles or lower and not exceed a maximum of 70 foot candles in any area of the dealership.
4. All other Vehicle Sales Display areas and any customer retail areas illumination shall average 25 foot candles and shall not exceed 60 foot candles foot candles in this designated area.



Front line vehicle retail display area illumination shall not exceed 55 horizontal foot candles

5. All areas will be allowed necessary transitional bleeds to allow for the criteria of the higher maintained foot candle levels including Frontline and Sales Display areas. Inventory, Employee, Service and Non Customer / Non Retail Area illumination shall be to a security lighting standard of an average 3 horizontal foot candles. Transition bleeding from higher lumen areas to lower lumen areas is allowed, including along 89th Street, Yavi Vo:g , and Camelback Road. Wall screened areas may be designed to meet the standard of Vehicle Display Areas (25 Horizontal Foot Candle Average) but must use dimming to meet security lighting standards until such a conversion is implemented.
6. All fixtures bordering Pima Road are required to have segmented optics as well as a house side shield to allow for no light trespass at the property line. Light trespass shall not exceed 1 FC 1 ft from property line.
7. Shared driveway and driveway lighting will be considered vehicle sales display/customer retail and not considered as front line vehicle display.

9.0-L LANDSCAPE LIGHTING

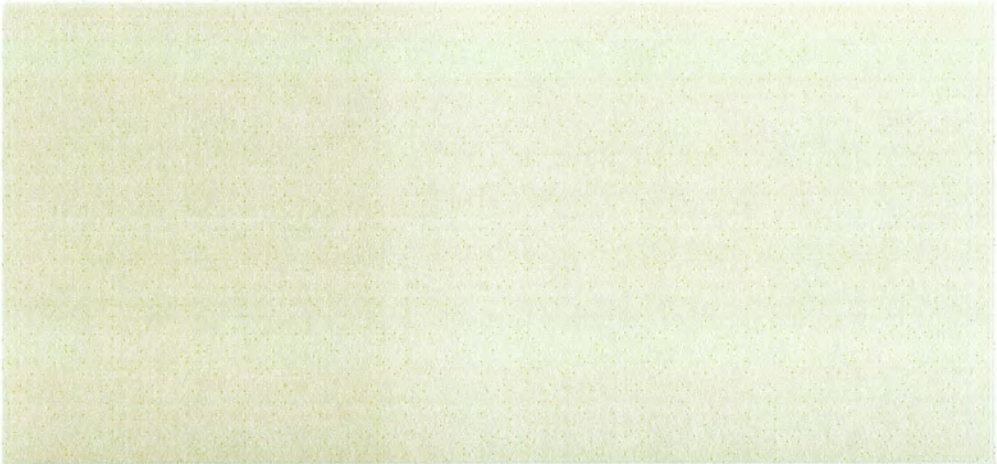
1. Low voltage lighting of landscape features and plant materials is permitted at a maximum horizontal foot candle of two (2).
2. All landscape lighting, except low voltage lighting, shall be mounted no higher than four (4) feet above grade and downward facing (Aimed at an angle of 15 degrees or more below horizontal).
3. Landscape abutting pedestrian spaces, walkways, building entrances, focal points, and special features may be illuminated by spillover lighting at the same levels as the abutting areas.
4. Individual lighting fixtures shall not exceed 750 lumens and shall be concealed or shielded to ensure that the source of lighting is not visible off-site.
5. Landscape lighting fixtures shall be identified on the landscape plan and the site photometric plan.
6. Manufacturer's details of lumens emitted and distribution pattern of the fixture shall be provided with lighting plans except for low voltage systems.
7. Landscape lighting should be turned off after the business closes for the night.

9.0-M PUBLIC ART, MONUMENTS, SPECIAL FOCAL POINTS, AND FLAGS

1. Lighting may provide a maximum of three (3) foot-candles over a statue, mural, monument, or focal point feature through use of down lighting, narrow focus or similar fixtures.
2. Illumination shall only be operational during business hours.
3. Illumination shall be fully shielded and light sources shall be concealed so they are not visible to surrounding area.
4. All flag illumination shall be by down lighting.

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EXHIBIT D

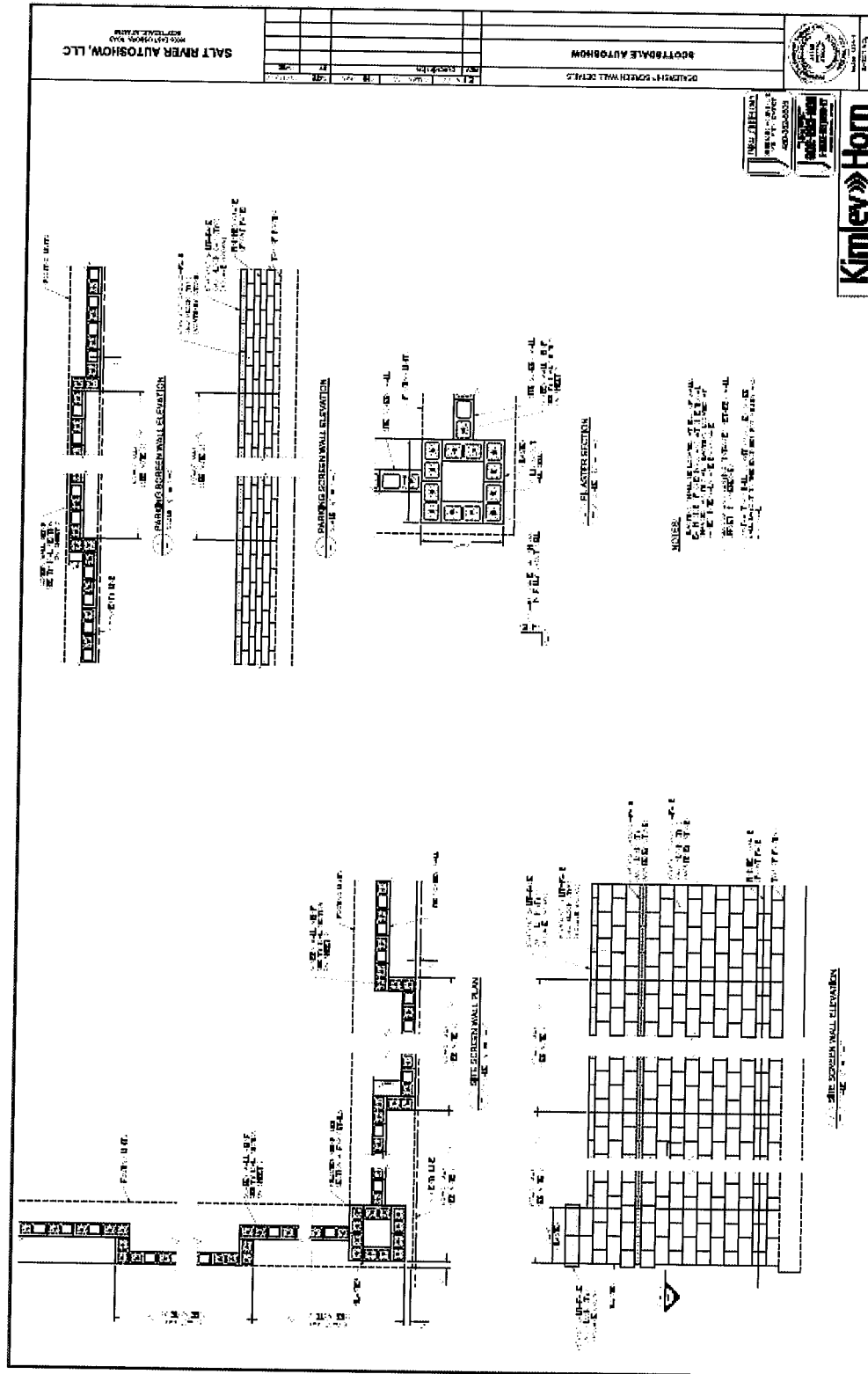


APPENDIX



Scottsdale AutoShow North - Design Guidelines

EXHIBIT D



When recorded, return to:
Jennifer K. Giff
General Counsel
Salt River Pima-Maricopa Indian Community
10005 E. Osborn Rd.
Scottsdale, AZ 85256
Direct 480/362-2711

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
SCOTTSDALE AUTOSHOW NORTH
SCOTTSDALE, ARIZONA

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- A Legal Description of Property
- B Development Site Plan
- B-1 Common Areas and Multi-Use Deed Restriction Areas Map
- C Limited Waiver of Sovereign Immunity of AutoShow LLC
- D Design Guidelines
- E Memberships Attributable to Parcels

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SCOTTSDALE AUTOSHOW NORTH

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR Scottsdale AutoShow North ("Declaration") is made on [REDACTED], 2024 by Salt River AutoShow LLC, a limited liability company formed under the laws of the Salt River Pima-Maricopa Indian Community ("Declarant").

RECITALS

- A. Salt River AutoShow LLC is in possession of approximately 55 acres of land legally described on Exhibit A attached hereto and graphically depicted on the "Development Site Plan" attached hereto as Exhibit B (the "Property") consisting of approximately eight Parcels to be leased and promoted as "Scottsdale AutoShow," hereinafter "AutoShow."
- B. Declarant desires to form an Arizona non-profit corporation to be known as the "Scottsdale AutoShow North Dealers Association" hereinafter "Association" to, among other things, control the Common Areas and Multi-Use Deed Restriction Areas, preserve the values and amenities of the Property in regard to which the Association will be delegated certain powers to administer and maintain the Common Areas, Multi-Use Deed Restriction Areas and to enforce this Declaration, establish, collect, disburse and enforce the Assessments created herein, and engage in such other activities as are described in this Declaration, in all cases subject to the powers, rights and duties reserved by Declarant as set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that this Declaration is in furtherance of a general plan for the platting, construction, development, improvement, maintenance, operation, marketing and disposition of the Property and that AutoShow is and shall be held, transferred, leased, mortgaged, developed, used and occupied subject to the covenants, conditions, restrictions, Easements and other rights and obligations hereinafter set forth, all of which will run with the land and shall be binding on AutoShow and all Persons having or acquiring any right, title or interest in or to AutoShow, or any part thereof, and shall inure to the benefit of Declarant, and any other Person having any interest in the Property or any part thereof. IT IS NOT INTENDED THAT THIS DECLARATION, AND THIS DECLARATION DOES NOT, ENCUMBER ANY LAND OTHER THAN THE LAND DESCRIBED ON EXHIBIT A.

ARTICLE I
DEFINITIONS

1.1 The capitalized terms used in this Declaration, including in the foregoing Recitals, have the following meanings:

Approved Plans. Means, with respect to any Parcel, the Parcel Site Plan and any Proposed Plans approved by the Development Committee pursuant to Article VII of this Declaration. A Lessee shall not materially amend any Approved Plans without the approval of the Development Committee. A proposed amendment to any Approved Plans shall be considered "material" if application of the proposed amendment: (a) would amend the Parcel Site Plan except for amendments which solely affect building interiors or portions of the Parcel which cannot be seen from adjoining land or from any public street so long as any such proposed amendment does not require approval by the

Community, or (b) would amend any Site Plan(s) in any manner which requires approval by the Community, or (c) would affect the Parcel or any Improvement (whether built or to be built) in a manner which can be seen, heard, felt or smelled from adjoining land or any public street, or (d) would violate any provision of this Declaration.

Articles. Means the Articles of Incorporation of the Association, as they may from time to time be amended or restated, which are or shall be filed with the Arizona Corporation Commission.

Assessments. Means regular assessments described in Section 10.5, special assessments described in Section 10.6, reimbursement assessments described in Section 10.7, capital improvement assessments described in Section 10.8, and advertising and promotional program assessments described in Section 10.9.

Association. Means and refers to the Arizona non-profit corporation (and its successors and assigns) organized by Declarant to exercise the rights, powers and duties set forth in this Declaration. Declarant intends to name the Association the "Scottsdale AutoShow North Dealers Association."

Board or Board of Directors. These terms may be used interchangeably herein and mean and refer to the Board of Directors of the Association, as the same may be constituted from time to time.

Bylaws. Means the Bylaws of the Association, as they may from time to time be amended or restated.

Common Area and Common Areas. These terms mean and refer collectively to those portions of the Property identified in Section 6.1 as Common Areas and shown as Common Areas on Exhibit B, or shown as Common Areas on Exhibit B-1.

Common Areas and Multi-Use Deed Restriction Areas Map. Means the map of the Property as may be revised from time to time by the Board showing Common Areas and Multi-Use Deed Restriction Areas within AutoShow and attached as Exhibit B-1.

Community. Means the Salt River Pima-Maricopa Indian Community.

Declarant. Means Salt River AutoShow LLC, a limited liability company formed under the laws of the Salt River Pima-Maricopa Indian Community, or its successors and assigns if such successors and assigns (a) acquire or hold title to any part or all of the Property, and (b) are expressly named as successors to Declarant in a document executed by the Person then constituting the Declarant hereunder and the successor Declarant and approved by the Community Council, which document specifically assigns the rights and duties of Declarant to such successor Declarant, and pursuant to which such successor Declarant expressly accepts and assumes the assignment of such rights and duties.

Declaration. Means this "Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North" as it may be amended or supplemented from time to time.

Deed Restriction. Means a land-related covenant, as identified in Section 6.2 that imposes restrictions on how the Property may be used (negative covenants) or requiring a certain continuing action (affirmative covenant). For tribal lands, land-related covenants do not "run with the land."

Design Guidelines. Means the design guidelines and standards for development of the Property, attached hereto as Exhibit D.

Development Committee or Committee. These terms may be used interchangeably herein and mean the Development Committee created pursuant to Article V below.

Development Site Plan. Means the site plan of the Property for AutoShow attached hereto as Exhibit B.

Easement. Means a Right of Way as described in 25 CFR Part 169. The Secretary, with consent from the Community, is the sole authority to issue right-of-way easements across trust lands or otherwise restricted land under concurrent federal jurisdiction. Easements affecting the Property are identified in Section 6.3.

Entrance Amenities. Means certain Improvements constructed by or on behalf of Declarant within the Entrance Areas consisting of signage, monuments, entry features, landscape, landscape irrigation, hardscape, screen walls, lighting, display pedestals and related Improvements.

Entrance Areas. Means the Common Areas identified in Section 6.1.1 as Entrance Areas and include Entrance Amenities, and shown as Entrance Areas on Exhibit B, or Exhibit B-1.

Freeway Reader-Board Signs. Is defined in Section 3.8.

Freeway Signage. Means one Sign (including one or more Freeway Reader-Board Signs) to be located on the Property in the Freeway Signage Area.

Freeway Signage Area. Means the Common Areas identified in Section 6.1.2 as Freeway Signage Area and all Improvements, and shown as Freeway Signage Area on Exhibit B or Exhibit B-1.

Improvements. Means any and all types of structures, facilities or improvements from time to time constructed or installed on the Property including, but not necessarily limited to, buildings and structures, Freeway Signage, Entrance Amenities, sidewalks, driveways, public or private roadways, parking areas, parking structures, garages, loading areas, loading docks, trash storage and collection areas, above ground storage tanks, underground storage tanks, vehicle display areas, pedestals, flag poles, exterior lighting features, fences, walks, walls, hedges, landscape and hardscape, landscape irrigation, excavation, grading, drainage and retention facilities, utilities, at-grade or above-grade utility boxes, transformers, pads, meters, poles, signs, retaining walls, trellises, steps, patio overheads and decks, ponds, fountains and other water features, satellite dishes, antennae, and any other types of structures or improvements constructed or installed as necessary for the development and general benefit of the Property, the Lessees' Parcels, and the Community.

Institutional Lender. Means a savings bank, a savings and loan association, a commercial bank or trust company, a mutual fund or other investment company, an advisory firm or investment banking firm rendering services, advice or financial services in real estate, a credit union (whether acting individually or in a fiduciary capacity), a pension or retirement fund, an accredited college or university, an insurance company organized and existing under the laws of the United States or any state thereof, a real estate investment trust existing in compliance with Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, a lending company owned and/or controlled by an automobile manufacturer, or any combination of Institutional Lenders or any partnership, joint venture

or other business combination controlled or majority owned by an Institutional Lender.

Lessee. Means a tenant under a Sublease for any Parcel that is located within any portion of the Property, but excluding Institutional Lenders and other Persons who hold such title merely as security.

Member. Means and refers to every Person who is a member of the Association pursuant to Article IV of this Declaration.

Mortgage. Means any duly recorded mortgage or deed of trust encumbering a Sublease for a Parcel for the benefit of an Institutional Lender.

Multi-Use Deed Restriction Areas. Means those portions of the Property identified in Section 6.2 and shown as Multi-Use Deed Restriction Areas on Exhibit B or Exhibit B-1.

Net Acre. For the purpose of establishing the number of membership votes for each Parcel and the assessments for each Parcel, this term shall mean and refer to the number of acres leased to each Lessee of a Parcel as stated in each Lessee's ALTA survey under each Sublease.

O&M Costs. Means all costs expended or incurred by Declarant or the Association to operate, maintain, repair, replace, manage, improve, coordinate and administer AutoShow including the Common Areas and Multi-Use Deed Restriction Areas, and the Improvements located therein, together with any administrative fee established by the Association.

On-Site Improvement Costs. Means reasonable and customary third party costs actually expended or incurred by the Association to construct on-site Improvements that benefit all or a substantial portion of the Property.

Owned by Declarant. Means the Property, including Parcels or Common Areas, under the Declarant's control because of Declarant's status as lessee under the Master Lease B-505 with the Community.

Parcel. Means and refers to each legal lot or parcel of the Property subleased or to be subleased by Declarant to a Lessee or tenant. The Development Site Plan showing the conceptual configuration of the Parcels comprising AutoShow is attached hereto as Exhibit B. If any of the Property now or hereafter subject to this Declaration is re-subdivided or if a line or boundary of one or more Parcels is adjusted or a lot split occurs, or in the event of a combination of two or more Parcels, and all of the foregoing is accomplished in compliance with this Declaration and all applicable laws, then each of the Parcels thus created shall be deemed to be included within the definition of Parcel.

Parcel Site Plan. Means a plan for development of Improvements on any Parcel that has been approved by the Development Committee in accordance with Article VII of this Declaration.

Party Walls. Means the walls and/or fences constructed on or immediately adjacent to the common boundary of Parcels, Common Areas or other portions of the Property by the Lessee or adjoining Lessee(s).

Perimeter Walls. Means the walls and/or fences to be constructed, maintained and replaced by the Lessees on all Parcels along the Pima Road Right of Way and/or the outer boundaries of the Property pursuant to Subsection 7.9.4 below.

Period of Declarant Control. Means a period of time that commences with recordation of this Declaration and shall continue as long as Declarant holds an interest in any portion of the Property not subject to a Sublease, unless and until Declarant elects, in its sole and absolute discretion, to assign, transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XVI of this Declaration.

Permitted Automobile Dealership. Means any automobile dealership specifically engaged primarily in the retail sale of new and/or used vehicles and automotive related service facilities.

Permitted Transfer. Means a Lessee's assignment of all or any part of the Parcel to any Person following the requirements under Section 19 of the Sublease between a Lessee and Salt River AutoShow LLC.

Person. Means and refers to a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

Planned Development Overlay District or PD Overlay. Means the overlay district for Scottsdale AutoShow as approved and/or amended by the Community.

Prime Rate. Means the prime commercial lending rate announced by Bank of America (or any successor) as its "prime rate," as the same may be changed from time to time. If for any reason any such institution shall at any time discontinue quoting or charging a prime rate in the manner set forth above, the Association shall, in the exercise of reasonable judgment, substitute another means of determining the annual lending rate of interest charged by major commercial banks in the Phoenix metropolitan area on 90-day unsecured commercial loans to their most creditworthy borrowers, and the rate so determined shall thereafter be the Prime Rate as defined herein.

Property. Means the land legally described in Exhibit A and the Improvements now or hereafter situated thereon, but only for so long as and to the extent that such land remains encumbered by this Declaration.

Proposed Plans. Means all plans, drawings and specifications related to the engineering, design, installation, construction, alteration, remodeling, expansion, restoration or replacement of exterior elements of the Improvements on any Parcel including, but not necessarily limited to, a proposed site plan, landscape/hardscape plans, lighting plans, grading plans, parking plans, drainage plans, retention plans, sign plans, roof plans, building elevations (including colors, materials and graphics) and any Site Plan(s), all of which must be submitted for approval by the Development Committee pursuant to Article VII.

Signs. Means all advertising, placards, signs, banners, flags, marquees, billboards, names, insignia, trademarks, numerals, letters, addresses and descriptive words or material of any kind affixed, inscribed, erected or maintained on the Property or any Improvement, including the Freeway Signage, but excluding any of the foregoing which is on the interior of any Improvements and is not Visible From Adjacent Property and not Visible From a street, as defined in the Salt River Pima-Maricopa Indian Community Zoning Ordinance.

Site Plan(s). Means a detailed site plan or plans for development of Improvements on any Parcel requiring approval by the Development Committee and the Community as a condition to construction of

Improvements on such Parcel.

Scottsdale AutoShow or AutoShow. Means that certain commercial project developed and operated on the Property, together with all Improvements constructed thereon, known as the "Scottsdale AutoShow."

Street. Means the definition of 'Street' found in the adopted Salt River Pima Maricopa Indian Community's Zoning Ordinance.

Sublease. Means the Ground Sublease between a Lessee or tenant and Salt River AutoShow LLC for a Parcel within the Property, as the Ground Sublease may be amended from time to time.

Total Net Acres or Total Net Acreage. Means the total Net Acres within the Property that Declarant may sublease to Lessees within AutoShow as identified on Exhibit B. Total Net Acres excludes Common Areas listed in Section 6.1 and Easements listed in Section 6.3.1, but includes Multi-Use Deed Restriction Areas listed in Section 6.2.

Trademark Licensing Agreement. Means an agreement between Lessee and the Declarant or the Association, to be entered into by each Lessee and successor Lessee upon acquisition of a Parcel.

Visible From Adjacent Property and Visible From a Street. These phrases and similar phrases refer, in each case, to visibility from vantage points 0-6 feet above natural grade of adjacent property and/or a street.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Scope and Purpose. Declarant hereby declares that AutoShow and every part thereof is and shall be owned, leased, transferred, developed, improved, built upon, occupied or otherwise used, subject to the covenants, conditions, restrictions, Easements, rights, obligations and agreements contained in this Declaration. This Declaration is established for the purpose of enhancing and protecting the value, desirability and attractiveness of AutoShow and every part thereof.

2.2 Covenants Running with the Land. Declarant hereby declares that the Property is now held and hereafter shall be held, conveyed, leased, occupied, operated, improved and used, subject to the Easements, restrictions, conditions, covenants, rights, obligations and agreements contained herein, each and all of which shall inure to the benefit of and pass with each and every part of the Property, including all Parcels, and shall apply to and bind all Lessees and the heirs, successors and assigns of any Lessee, and each of which shall constitute covenants running with the land between the respective Lessees of such Parcels for the benefit of all other Parcels.

ARTICLE III THE ASSOCIATION

3.1 Formation. The Association shall be a non-profit corporation formed under Arizona laws regarding nonprofit corporations, and charged with the duties and vested with the powers and rights prescribed by law and set forth herein and in the Bylaws and in the Articles. Upon the incorporation of the Association by Declarant and after the closing and recording of the first Sublease, or

memorandum thereof, of a Parcel to a Lessee, whichever is last to occur, the Association shall be charged with the duties and vested with the powers and rights prescribed by law and set forth in the Articles, the Bylaws and this Declaration.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. The Board shall adopt Bylaws to govern the affairs of the Board and the Association. Except as otherwise provided herein or in the Articles or Bylaws, all acts of the Association shall be made by a majority of the members of the Board. The Board may also appoint various committees at its discretion and may contract with a Person to serve as a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager and any employees of the Association.

3.3 Powers. The Association shall have all the powers of a non-profit corporation organized under Arizona laws regarding nonprofit corporations, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following:

3.3.1 Commence and maintain actions or restrain and enjoin any actual or threatened breach of this Declaration and enforce by mandatory injunction or otherwise (as permitted by this Declaration) any of the provisions of this Declaration;

3.3.2 Pay taxes, special assessments and other liabilities which are or would become a lien on the Property;

3.3.3 Levy assessments and perfect and enforce liens as hereinafter provided;

3.3.4 Enter into contracts to perform the duties set forth herein, including but not limited to maintenance and repair of the Common Areas and Multi-Use Deed Restriction Areas, and enforce said contracts;

3.3.5 Adopt, amend and repeal rules and regulations as provided in Section 3.4;

3.3.6 Enter onto the Parcels to enforce the provisions of this Declaration in accordance with the provisions of Article XIV;

3.3.7 Elect to landscape and maintain any areas (including the Common Areas and Multi-Use Deed Restriction Areas) within or adjoining AutoShow;

3.3.8 Purchase such liability, casualty, errors and omissions and other types of insurance as the Board deems necessary or appropriate in connection with property interests and/or Improvements held and maintained by the Association;

3.3.9 Borrow funds to pay costs of operation, secured by Assessment

revenues due for succeeding years or by assignment or pledge of rights against delinquent Lessees; provided, however, that a majority of the outstanding votes of the Members, and the vote of Declarant during the Period of Declarant Control, shall be required to borrow in excess of Ten Thousand and No/100 (\$10,000.00). Said borrowing may be from Declarant should Declarant elect to advance funds, but the amount borrowed must bear interest at a rate per annum which does not exceed the Prime Rate plus two percent (2%);

3.3.10 Elect to prepare and undertake an Advertising and Promotional Program to advertise and promote AutoShow and the Permitted Automobile Dealerships (if approved by the Members and Declarant during the Period of Declarant Control as provided in Section 3.7), including, among other things, the production, printing and mailing of advertising material and copy and the purchase of media coverage for AutoShow; and

3.3.11 Purchase, own, maintain and/or operate common drainage and/or retention facilities for the benefit of one or more Lessees, charging fees as (and if) appropriate for the use of such facilities (so that the cost of such facilities is borne solely by the users of such facilities on an equitable, allocable basis) if approved by a vote of at least seventy-five percent (75%) of the memberships in the Association held by Lessees then entitled to vote and by Declarant during the Period of Declarant Control.

3.4 Rules. The Board may adopt, amend and repeal rules and regulations concerning all aspects of the Association's rights, activities and duties. The rules and regulations may govern and restrict the use of Common Areas in AutoShow; provided, however, that the same shall not discriminate among Members except to reflect their different rights as provided herein, and shall not be inconsistent with this Declaration, the Articles and the Bylaws. Upon adoption, the rules and regulations shall have the same force and effect as if set forth herein. After the expiration of the Period of Declarant Control, any amendment to the rules and regulations must be approved by seventy-five percent (75%) of the memberships in the Association then entitled to vote.

3.5 Disclaimer of Liability. No member of the Board, or of any committee of the Board or Association, nor any member of the Development Committee, nor any officer or employee of the Association, or any manager, agent, employee or officer of Declarant, shall be personally liable to any Lessee or other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct.

3.6 Articles and Bylaws. Neither the Articles nor the Bylaws shall be amended or interpreted in a manner which is inconsistent with this Declaration except to the extent required by applicable law.

3.7 Advertising and Promotional Program. If approved by Declarant during the Period of Declarant Control, or after the Period of Declarant Control approved by seventy five percent (75%) of the memberships in the Association held by Lessees then entitled to vote, the Association may elect to prepare and undertake an Advertising and Promotional Program to advertise and promote the AutoShow and the Permitted Automobile Dealerships, including, among other things, the production, printing and mailing of advertising material and copy and the purchase of media coverage. Such Advertising and Promotional Program shall address, among other things, establishment of operating budgets, allocation and funding of operating costs and payment of appropriate fees for administration

of the Advertising and Promotional Program. Once undertaken, the Association shall be under no obligation to continue the Advertising and Promotional Program, and the Association may at any time elect to discontinue the Advertising and Promotional Program. Each Lessee shall fully cooperate in good faith with the Association to effect the implementation of the approved Advertising and Promotional Program, including providing the Association with appropriate copy and information for the preparation of advertising and promotional materials. The Association shall have the right, but not the obligation, to use the name of each Lessee in all advertisements and promotions. The Association shall use good faith efforts to create, implement, direct, expend funds for and otherwise deal with the Advertising and Promotional Program in a fair and equitable manner such that the Advertising and Promotional Program is fairly and equitably applied for the benefit of all Lessees.

Nothing set forth in the preceding paragraph shall prohibit or prevent any Advertising and Promotion Program adopted and implemented by any Lessee or combination of Lessees so long as said Advertising and Promotion Program is in full compliance with the Trademark Licensing Agreement as provided in Section 9.9.

3.8 Freeway Signage; Freeway Reader Board Signs.

3.8.1 Declarant shall bear the original cost and shall construct and install Freeway Signage in the Freeway Signage Area. Declarant may, but shall not be obligated to, dedicate, sell, assign, transfer or lease some or all of the Freeway Signage and Freeway Signage Area to the Association.

3.8.2 Declarant intends that the Freeway Signage shall include one or two reader board signs (the "Freeway Reader-Board Signs") with one or two electronic message boards. Each Lessee shall have the right to display on the Freeway Reader Board Signs the name and advertising copy of the Lessee for a share of display time based on the proportion of memberships owned by such Lessee in relationship to the total memberships in the Association held by all other Lessees. The Association shall be responsible for the operation, maintenance, repair, replacement and illumination of the Freeway Reader Board Signs as well as other Freeway Signage and related Improvements, if any, but the Association may delegate those responsibilities to a third party. The Association shall use good faith efforts to operate the Freeway Reader-Board Signs in a fair and equitable manner such that the display time is allocated for the benefit of the Lessees as set forth above and such that the display time is fairly and equitably scheduled for the benefit of all Lessees each subject to the following sentence. As a condition to use of its display time, each Lessee shall be responsible for supplying, at its own expense, such copy and information, in format required by the Association (including electronic format) and approved by the Declarant, during the Period of Declarant Control, and thereafter by the Association and/or the Arizona Department of Transportation as applicable. Declarant shall have the right to reserve 5% of display time on the Freeway Reader-Board Signs to advertise Scottsdale AutoShow in general and to run public service announcements. The costs of operating and maintaining the Freeway Signage and related Improvements shall be paid by the Lessees through regular Assessments.

3.8.3 Promotion of automobile dealerships on the Freeway Reader-Board Signs shall be limited to Permitted Automobile Dealerships authorized to operate within AutoShow.

3.9 Entrance Amenities. Declarant shall bear the original cost and shall install Entrance Amenities in the Entrance Areas. Declarant may, but shall not be obligated to, dedicate, sell, assign, transfer or lease some or all of the Entrance Amenities and Entrance Areas to the Association.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Memberships. Each Lessee shall have one Association membership per Net Acre rounded off to the nearest Net Acre for each Net Acre within such Lessee's Parcel; provided, however, that any Lessee having a Parcel containing less than one Net Acre shall have one membership. For example, a Lessee of 6.300 Net Acres shall have six memberships, and the Lessee of 1.500 Net Acres shall have two memberships. The initial number of Net Acres in a Parcel (and the number of memberships attributable to the Parcel) are set forth on Exhibit E attached hereto and incorporated herein by this reference. If the size of any Parcel changes, the revised number of Net Acres and the number of memberships attributable to each Parcel shall be revised and set forth in a supplement hereto or in a resolution of the Board.

4.2 Transfer of Memberships. Upon becoming a Lessee of a Parcel, each Lessee automatically shall become a Member of the Association and shall remain a Member until such time as its leasehold ends for any reason, at which time its membership in the Association automatically shall cease. Such membership shall be appurtenant to and pass with the leasehold of such Parcel. The membership shall not be transferred, pledged or alienated in any way, except as appurtenant to a Permitted Transfer of title to the leasehold of a Parcel. Any attempt to transfer a membership except as appurtenant to the Permitted Transfer of title of a leasehold of a Parcel shall be void and shall not be reflected upon the Association's books and records. A Lessee shall notify the Association of any transfer of the leasehold of a Parcel.

4.3 Voting; Multiple Lessees; Appointment of Agent. Unless otherwise provided herein or in the Bylaws, the votes of a majority of the memberships in the Association shall be sufficient to decide any question submitted to the membership. Each Member shall have one vote for each membership held as provided in Section 4.1 above. All voting pursuant to the terms of this Declaration shall be made in accordance with the provisions of this Section 4.3. Each vote must be cast as a single unit. Each Lessee shall deliver to the Association a written instrument appointing one individual as the primary agent to act as the Member in all Association matters. The primary agent shall thereupon receive notices of Assessment and other notices, demands, cast votes hereunder, and take any and all actions required or permitted to be taken by a Member under the terms of this Declaration. The notice of appointment will include the length of term appointment of the primary agent and may include any proxies or alternates that may act in absence of the primary agent. A Member may change its designated agent by written notice to the Association as set forth above, which change shall be effective only upon actual receipt of such notice by the Association. No change in the Lessee's title to the leasehold of a Parcel shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. If more than one Person casts or attempts to cast a vote for a particular Parcel, all such votes shall be deemed void.

4.4 Initial Board of Directors. The initial Board of Directors shall consist of three Directors and shall be appointed by Declarant upon the incorporation of the Association. During the Period of Declarant Control, Declarant shall have the sole right, in its sole and absolute discretion, to appoint and remove any or all Directors of the Board; however, Declarant may temporarily or permanently relinquish its right to appoint or remove some or all of the Directors at any time as provided in Article XVI. If Declarant relinquishes its appointment rights, the Members (including Declarant) shall then elect all Directors.

4.5 Subsequent Board of Directors. After Declarant has conveyed to Lessees eighty percent

(80%) or more of the Total Net Acres in the Property, the Board shall be increased to five Directors and the Members (excluding Declarant) shall have the right to elect the two additional Directors, which two Directors may be removed only by action of the Members of the Association (except Declarant). Declarant shall retain the right to appoint and remove the other three Directors as stated in Section 4.4. The duly appointed and elected Board shall serve until the next annual meeting. At each subsequent annual meeting, the Members of the Association (except Declarant) shall elect two Directors who shall serve until the next annual meeting, and Declarant shall appoint the other three Directors. The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly reserved herein to a vote of the Members.

4.6 Number of Directors after expiration of Period of Declarant Control. Within the ninety (90) day notice period after Declarant provides notice to the Lessees of its intent to relieve itself of all of its rights and obligations under this Declaration as provided in Article XVI, the Members shall elect at least one additional Director. Upon the expiration of the Period of Declarant Control, Declarant shall no longer have the right to appoint any Directors of the Board and all rights and obligations of Declarant under this Article shall automatically terminate. The duly appointed and elected Board serving at the date of expiration of the Period of Declarant Control shall continue to serve until the next annual meeting. Thereafter, the Bylaws may provide for staggered terms and lengths of terms for Directors chosen by the Members which are different than those initially set forth in this Declaration. The Members may also increase the number of Directors; provided that in no event shall there be fewer than three (3) Directors nor more than eleven (11) Directors.

ARTICLE V DEVELOPMENT COMMITTEE

5.1 Committee Composition. A Development Committee shall be organized by Declarant and shall consist of three Persons.

5.2 Alternate Members. There shall be two alternate members. In the event that a member of the Committee cannot perform his or her duties due to the member's unavailability or disability, an alternate members shall act as a substitute.

5.3 Appointment. The members of the Committee shall be selected as follows:

5.3.1 The Community shall be entitled to appoint one member of the Committee. The member of the Committee appointed by the Community shall be a non-voting member.

5.3.2 Until the expiration of the Period of Declarant Control, but subject to Section 5.3.1, Declarant shall be a member of the Committee and shall have the right to appoint and remove all members and alternate members of the Committee.

5.3.3 After Declarant relinquishes its appointment rights or following the expiration of the Period of Declarant Control, but subject to Section 5.3.1, the Association, through the Board, shall, without further act or deed of Declarant, exercise all rights of Declarant provided herein to appoint and remove members and alternate members of the Committee, to enforce and implement the AutoShow Design Guidelines and to perform Declarant's obligations under this Article; and at such time, except as otherwise provided herein, all rights and obligations of Declarant under this Article automatically shall terminate, and all rights and obligations of Declarant under this Article

shall vest in the Board.

5.4 Term of Committee Members. The term of all Committee members and alternates appointed by Declarant shall be set by Declarant, but no such term shall exceed the expiration of the Period of Declarant Control. The term of all Committee members and alternates appointed by the Board shall be one year. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Committee members whose terms have expired may be reappointed or re-elected. A member of the Committee shall not be required to satisfy any particular qualification for membership and may be a member of the Board, an officer of the Association, an officer or employee of Declarant or a Person who is not a Member or Lessee or otherwise affiliated with AutoShow. The members of the Committee may be professional consultants who are paid by the Association or by Declarant to serve on the Committee.

5.5 Resignations; Vacancies. Any member of the Committee may, at any time, resign from the Committee upon written notice to Declarant, so long as Declarant has the sole right to appoint any member, or upon written notice to the remaining Committee members and to the Board when the right to appoint any members is vested in the Board. Vacancies on the Committee of members appointed by Declarant, however caused, shall be filled by Declarant so long as Declarant has the right to appoint members of the Committee. Vacancies on the Committee of members appointed by the Association, however caused, shall be filled by the Board.

5.6 Powers and Duties. The Development Committee shall have all of the powers and authority conferred upon it by this Declaration and the Articles and Bylaws, and shall have the right to hire and retain the services of engineers or other consultants and professionals as it deems necessary to perform the duties of the Committee. It shall be the duty of the Committee to perform the functions required of it by this Declaration; to consider and act upon all Proposed Plans and the plans, specifications and other documents submitted to it pursuant to the terms hereof; to adopt AutoShow North Design Guidelines in conformance with the PD Overlay as it may be amended from time to time; and to perform all other duties delegated to and imposed upon it by this Declaration. The Board shall determine the compensation, if any, to be paid to the members of the Committee.

5.7 Meetings. The Committee shall meet as often as it, in its sole discretion, shall deem necessary to properly perform its duties hereunder. During the Period of Declarant Control, the vote or written consent of Declarant shall constitute the act or approval of the Committee. After the Period of Declarant Control, the vote or written consent of any two voting members or designated alternates shall constitute the act or approval of the Committee. The Committee shall keep written records of all actions taken by it.

5.8 AutoShow North Design Guidelines. In addition to the architectural and development standards set forth herein, the Committee shall have the power to draft, propose, adopt and amend certain standards and regulations specific to AutoShow to be known as the "AutoShow North Design Guidelines." The AutoShow North Design Guidelines, and any amendments thereto, shall supplement, interpret and implement the provisions of this Declaration by setting forth (a) the standards and procedures for Committee review, and (b) guidelines for Improvements which shall include, but not be limited to, guidelines for architectural design of Improvements, site plans, setbacks and building envelopes, exterior elevations (including colors, materials and graphics) for Improvements, height limitations, landscape plans, parking plans, drainage plans, retention plans, irrigation plans, color schemes, signage, exterior lighting, finishes and materials for use in AutoShow. The AutoShow North Design Guidelines initially adopted by the Committee and all amendments adopted during the

Period of Declarant Control shall be effective only after approval by the Salt River Pima-Maricopa Indian Community. After the expiration of the Period of Declarant Control, any amendment to the AutoShow North Design Guidelines must be approved by a majority of the memberships in the Association and by the Community, and comply with the zoning laws and regulations of the Community. Notwithstanding anything to the contrary contained herein, no new or amended AutoShow North Design Guidelines shall be retroactively applied to a Lessee after that Lessee's Proposed Plans have been approved by the Development Committee.

ARTICLE VI RESERVATION OF DEED RESTRICTIONS AND EASEMENTS

Declarant, its successors and assigns, reserve the following Deed Restrictions and state the following Easements and Common Areas for and affecting the Property, as depicted on the Development Site Plan, Exhibit B:

6.1 Common Areas. Declarant reserves Common Areas within the Property, that are not included in the leasable acreage of the Property, to the extent as reasonably necessary for the development and general benefit of the Property and public use including but not limited to the installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of any Improvements within the Common Areas permitted or required to be performed by Declarant, its successors or assigns, or the Association. The Common Areas total approximately 2.26 acres and are shown on Exhibit B-1 and are as follows:

6.1.1 Entrance Areas. The Entrance Areas total approximately 0.99 acres and include the Entrance Amenities. The six (6) Entrance Areas for the Property are:

- 1) Common Area 1 – Indian School Road and 89th Street, northeast corner, approximately 0.21 acres;
- 2) Common Area 2 – Indian School Road and 89th Street, northwest corner, 0.21 acres;
- 3) Common Area 4 – Pima Road and Yaví Vo:g, southeast corner, 0.06 acres;
- 4) Common Area 5 – Pima Road and Yaví Vo:g, northeast corner, 0.06 acres; and
- 5) Common Area 7 – Camelback Road and 89th Street, southeast corner, 0.21 acres.
- 6) Common Area 8 – Camelback Road and 89th Street, northeast corner, 0.24 acres.

6.1.2 Freeway Signage Area. The Freeway Signage Area totals approximately 0.76 acres. The Freeway Signage Area is located east of 89th Street and north of Parcel H and south of Parcel B to maintain the Freeway Signage and to include drainage retention facilities and similar Improvements for the general benefit of the Property. The two Freeway Signage Areas for the Property are:

- 1) Common Area 9 – approximately 0.27 acres; and
- 2) Common Area 10 – approximately 0.49 acres.

6.1.3 Pima Road Turn Lane. The Pima Road Turn Lane totals approximately 0.51 acres. The Pima Road Turn Lane is reserved for a future turn lane to be located within the 10' offset from the eastern boundary of the Pima Road Right of Way for the length of the Property for Community approved roadway turn lanes into Parcels adjacent to Pima Road and for other similar Improvements, as approved by the Community. The two Pima Road Turn Lane Areas for the Property are:

- 1) Common Area 3 – approximately 0.11 acres; and

2) Common Area 6 – approximately 0.40 acres

6.2 Multi-Use Deed Restriction Areas. A Deed Restriction is reserved within the leasable acreage of each sublease to construct, install, maintain, repair and replace Improvements, including public or private-owned underground utilities such as electric, telecommunication, natural gas, water, and sewer in addition to any related above ground appurtenances (e.g., cabinets, transformers, pads, pedestals, switch gear, meter boxes, pull boxes, conduit stub-outs, pressure regulator, hydrants, valves, catch basins, drywells, underground retention basins, street lighting fixtures, traffic control signage, etc.) to the extent reasonable for the development and success of AutoShow. Utility stubs for each Parcel shall be located outside of the Multi-Use Deed Restriction Areas and shall be documented by service line agreements in accordance with 25 CFR 169.22. Utilities within the Multi-Use Deed Restriction Areas will be documented by service line agreements with Declarant, its successors and assigns. The Multi-Use Deed Restriction Areas are for the general benefit of the Parcels and commercial development at AutoShow and are reserved for the maintenance, rights and duties permitted or required to be performed by the Community, utility providers, Declarant, or the Association and are shown on Exhibit B-1 as follows:

6.2.1 12' Wide Deed Restriction offset from the 89th Street Road Easement on both sides of the easement, located within Parcels A, B, C, D, E, G, and H;

6.2.2 12' Wide Deed Restriction offset from the Yavi Voig Road Easement on both sides of the easement, located within Parcels E, F, and G;

6.2.3 15' Wide Deed Restriction offset from the Pima Road Turn Lane (Common Area 3 and Common Area 6) within Parcels C, D, E, F, and G;

6.2.4 20' Wide Deed Restriction offset from the Indian School Road Easement, located within Parcels G and H.

6.2.5 10' Wide Deed Restriction offset from the AZ Loop 101 (Pima Freeway) Right of Way within Parcels A, B, and H.

6.3 Easements.

6.3.1 The following Easements are not included in the leasable acreage of the Property and are adjacent to, upon, across, over and/or through the Property or portions thereof:

6.3.1.1 89th Street Road Easement. A perpetual, non-exclusive road and utility Easement (the "89th Street Road Easement") for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor extends the length of the AutoShow as depicted on the Development Site Plan. The 89th Street Road Easement is a 48-foot wide Easement providing for ingress and egress to each of the Parcels. The Community holds the road and utility right of way Easement for the following purpose: the right to enter upon the 89th Street Road Easement to construct, grade, level, fill, drain, pave, maintain, repair and rebuild a public road and service utilities, including incidental purposes therewith, together with such bridges, culverts, ramps, cuts, fills, power, sewer, storm drains, catch basins, curb and gutter, water, electrical, telecommunication, gas, fiber optic/data, and any other utilities as may be necessary, on, over, under and across the ground embraced within the right of way.

6.3.1.2 Yaví Vo:g Road Easement. A perpetual, non-exclusive road and utility Easement (the "Yaví Vo:g Road Easement") for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor extends the length of the AutoShow as depicted on the Development Site Plan. The Yaví Vo:g Road Easement is a 48-foot wide Easement providing for ingress and egress to each of the Parcels. The Community holds the road and utility right of way Easement for the following purpose: the right to enter upon the Yaví Vo:g Road Easement to construct, grade, level, fill, drain, pave, maintain, repair and rebuild a public road and service utilities, including incidental purposes therewith, together with such bridges, culverts, ramps, cuts, fills, power, sewer, storm drains, catch basins, curb and gutter, water, electrical, telecommunication, gas, fiber optic/data, and any other utilities as may be necessary, on, over, under and across the ground embraced within the right of way.

6.3.1.3 Pima Road Right of Way. A perpetual, non-exclusive road and utility Easement (the "Pima Road Right of Way") for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor. The Arizona Department of Transportation ("ADOT") established, in accordance with federal regulations, a 55 feet wide road and utility right of way easement across the Salt River Indian Reservation for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor and re-assigned to the Community. The Community maintains the right to enter the Pima Road Right of Way and grade, level, fill, drain, pave, build, maintain, repair and rebuild public roads and water, sewer and other utilities together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under and across the ground embraced within the right of way.

6.3.1.4 Indian School Right of Way. A perpetual, non-exclusive road and utility Easement (the "Indian School Right of Way") for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor. ADOT established, in accordance with federal regulations, a 110 feet wide road and utility right of way easement, which includes a 55 feet right of way easement across the Salt River Indian Reservation west of the 89th Street center line and a 65 feet right of way easement across the Salt River Indian Reservation east of the 89th Street center line, for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor and re-assigned to the Community. The Community maintains the right to enter the Indian School Road Right of Way and grade, level, fill, drain, pave, build, maintain, repair and rebuild public roads and water, sewer and other utilities together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under and across the ground embraced within the right of way.

6.3.1.5 AZ Loop 101 (Pima Freeway) Right of Way. A perpetual, non-exclusive road and utility Easement (the "AZ Loop 101 (Pima Freeway) Right of Way") for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor. ADOT established, in accordance with federal regulations, a generally 400 feet wide road and utility right of way easement across the Salt River Indian Reservation for the purposes associated with the construction, operation, and maintenance of a public road and utility corridor. ADOT maintains the right to enter the AZ Loop 101 (Pima Freeway) Right of Way and grade, level, fill, drain, pave, build, maintain, repair and rebuild public roads and water, sewer and other utilities together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under and across the ground embraced within the right of way.

6.3.1.6 Saddleback Telecommunication Right of Way. A perpetual, non-exclusive telecommunication Easement (the "Saddleback Telecommunication Easement") for the purposes associated with construction, operation, and maintenance of a telecommunication facilities. The Saddleback Telecommunication Easement is a 10-foot wide strip of land providing for telecommunication

facilities that runs across the Salt River Indian Reservation. The purpose of the Easement is to provide ingress and egress to permit the economical operation and maintenance of said communication facilities.

ARTICLE VII SUBMISSION/APPROVAL OF PROPOSED PLANS

7.1 Submission of Proposed Plans.

7.1.1 No exterior elements of Improvements shall be erected, placed, altered, remodeled, constructed, replaced or restored on any Parcel until Proposed Plans for same have been approved by the Development Committee.

7.1.2 Approval of Proposed Plans shall be based upon conformity of such Proposed Plans with: the Sublease, the applicable Parcel Site Plan; the AutoShow North Design Guidelines; the requirements of this Declaration; the adequacy of the Parcel for the intended land use, proposed buildings and related parking; whether the external design complements neighboring buildings and structures; and the proper orientation of main elevations with respect to nearby streets. The Development Committee shall not arbitrarily or unreasonably withhold or delay its approval of any Proposed Plans submitted for approval in accordance with this Declaration, and shall reasonably cooperate with each Lessee to make or suggest changes to the Proposed Plans as may be necessary to obtain the Committee's approval.

7.1.3 Neither the Development Committee nor Declarant shall be liable in damages to any Lessee by reason of the approval or disapproval of any Proposed Plans, or any defect in design or workmanship of any Improvements, or the failure of Approved Plans to comply with any applicable government rule, regulation, code or ordinance. Each Lessee, on behalf of itself and any and all Persons who may claim an interest in the Property through Lessee, agrees, by acquiring an interest in any Parcel, that neither Lessee nor such Person will bring any action or suit against the Development Committee or Declarant to recover any such damages. Nothing herein shall affect the obligations of the Development Committee or Declarant to pay arbitration costs and Lessee reasonable attorneys' fees and costs under Subsection 7.3.5 below in the event a Lessee is the prevailing party in an arbitration proceeding.

7.1.4 No Lessee shall submit any Proposed Plans for approval by the Community or any other governmental authority until same have been approved by the Development Committee, except that submittals of Proposed Plans may be made to the Community simultaneously with delivery of Submission No. 2 (see Subsection 7.2.5) to the Development Committee. All submittals to the Community shall be at the sole risk of Lessee.

7.1.5 Subject to the limitations set forth in Section 7.8, the Development Committee shall have the right, in its sole discretion, to approve any Proposed Plan or particular Improvement shown in any Proposed Plan on a case-by-case basis and to grant variances from the AutoShow Design North Guidelines that are in conformance with the PD Overlay as it may be amended from time to time as the Committee deems appropriate to accommodate a request from a Lessee. In no event shall approval by the Development Committee of a Proposed Plan or particular Improvement shown in any Proposed Plan in any way limit or affect the discretion of the Development Committee with respect to any other Proposed Plan or Improvement.

7.2 Development Procedure.

7.2.1 Submission and Review of Proposed Plans. Submission of Proposed Plans for the construction or installation of any and all Improvements, as well as expansion, remodeling, renovation, alteration, replacement, restoration and rebuilding of the exterior elements of any Improvements, is to be made to the Development Committee at the address(es) set forth in Subsection 17.7.1 (as the same may be changed from time to time in accordance with Subsection 17.7.1).

Neither the Development Committee nor Declarant shall be responsible for reviewing and/or approving any Proposed Plans and/or specifications for engineering design, structural engineering, fire and safety, or for compliance with applicable zoning, building or any other Community, county, state or federal laws, ordinances, codes or policies.

By approving any Proposed Plans, neither the Development Committee nor Declarant shall be construed to warrant or represent in any manner that such Proposed Plans were approved by or comply with the appropriate standards of any public agency that has jurisdiction over the Proposed Plans. Similarly, approval of any Proposed Plans by any public agency having jurisdiction over the Proposed Plans or the Improvements shall not constitute approval by the Development Committee.

7.2.2 Initial Concept Meeting: Review Fee. Prior to submitting Proposed Plans, Lessee shall meet with the Committee, or a Committee member designated by the Committee, to review the intent of the AutoShow North Design Guidelines and to clarify any questions related to the review process. Lessee shall contact Declarant to schedule the initial concept meeting with the Committee.

The initial concept meeting is intended to be an informal session where Lessee can present the preliminary conceptual design to the Committee. The preliminary conceptual design drawings may be on tracing paper, may be hand-drawn and may be rough sketches, but should include the following, to the extent applicable and available:

- (a) Conceptual site plan:
 - Provide a copy of the site survey (if available).
 - Provide building footprint(s).
 - Show driveway locations, parking and landscape areas.
- (b) Conceptual floor plans:
 - Provide a rough sketch building plan.
- (c) Conceptual elevation(s):
 - Provide colored sketches of exterior elevation(s).
 - Show maximum height related to existing contours or building pad.

In addition to addressing the above-noted sketches and rough drawings, Lessee must be prepared to discuss likely building heights, materials and colors, landscape and hardscape materials and colors and signage and lighting height, design and specifications.

If requested by the Committee, Lessee and the Committee shall have a follow-up concept meeting to review incorporation of the Committee's comments from the initial concept meeting.

Prior to or at the initial concept meeting, Lessee shall pay to the Committee a non-refundable plan review fee as set by the Board. The Committee reserves the right to increase the fee based on the size and complexity of the Proposed Plans. Lessee shall be responsible for 100%

of all costs incurred by or on behalf of the Committee for third party engineers, architects or other third party consultants retained to review or otherwise interact with Lessee in connection with Lessee's Proposed Plans.

7.2.3 Submission No. 1. Proposed Plan submittals must be prepared to scale and must include all of the following to the extent applicable and available:

(a) Proposed Site Plan:

- Show boundary lines pursuant to the site survey.
- Show all proposed drives, including slopes and materials.
- Show all pedestrian walkways, including slopes and materials.
- Show and designate all parking areas (including customer parking, employee parking, inventory parking, storage parking, display vehicle parking, service vehicle parking and rental parking).
- Show all building structures, walls, fences, walks, slopes and contiguous street(s).
- Show all vehicle test tracks.
- Show all vehicle display areas.
- Show all vehicle display pedestals.
- Show all trash storage and collection areas.
- Show all loading docks.
- Show all loading areas.
- Show all vehicle delivery staging areas.
- Show all proposed utility routings and all at grade, below grade or above grade facilities, if any.
- Show all dimensions on work to be considered, distances between existing and proposed work, and distances between proposed work and property lines.
- Summarize the square footages of buildings or structures.
- Show all landscape areas and identify percentage of net site area.
- Show proposed locations for entry features and signage.
- Show proposed locations for above ground storage tanks and underground storage tanks.
- Show potential future expansion areas.

(b) Landscape/Hardscape Plan:

- Identify proposed plantings.
- Show probable placement of fences, walls, hedges, beams, screening devices, etc.
- Demonstrate consistency with the landscape/hardscape standards, colors and materials set forth in the AutoShow North Design Guidelines.

(c) Roof Plan:

- Show or note that all roof mounted equipment, backs of parapets, structures, vehicles and anything else to be located on the roof of any building or structure will be screened so as not to be visible from adjacent property or from any street (including AZ Loop 101 (Pima Freeway)). If requested by the Committee, Lessee shall provide to the

Committee a line of sight study. If the line of sight study shows that any roof mounted equipment, backs of parapets, structures, vehicles, and anything else to be located on the roof of any building or structure will be visible from adjacent property or streets, Lessee shall provide that all of the foregoing (except vehicles) shall be painted to match.

- Show materials of all proposed roofs.
- (d) Preliminary Grading, Draining and Retention Plan:
 - Show existing contours and proposed changes to finished grade, drainage concept plan, drain lines and downspout points of connection.
 - Show any retaining structures or retention areas and calculations.
 - Show approximate finish grades, approximate floor elevations and existing grades.
 - Show onsite and offsite drainage solution.
 - Demonstrate retention for a 2 hour/100 year storm for the Parcel and adjacent street(s).
- (e) Floor Plan(s) for Each Level of Each Building and Structure:
 - Indicate all walls, columns, openings and any conditions or features that will affect the exterior design of the building.
 - Scale accurately all items and parts of plans and details, including balconies, decks, garages, basements, mezzanines, storage buildings, and square footage of total building areas.
- (f) Elevations:
 - Provide four-sided exterior elevations to scale of all proposed buildings and structures.
 - Identify all finish materials, color and textures and provide a sample board of exterior materials and colors.
 - Elevations must be drawn with realistic (true to scale) shadows.
 - Show all exterior lighting fixtures and signs to the extent known.
 - Show all monuments, hardscape and entry features to the extent known.
 - Provide a trace overlay of landscaping using the actual style and shape of the plant material proposed.
 - Include notes on all exterior items that cannot be clearly noted on the elevations.
 - Illustrate any future potential expansion areas.
- (g) Sections:
 - Provide two (2) site and building sections for each building. The sections should be located to clearly show how the building(s) relate to the building pad and existing grades.
 - Show existing and finished grades.
- (h) Additional Documents:
 - Additional documents as reasonably requested by the Development Committee to demonstrate compliance with the AutoShow North Design Guidelines.
 - Project Schedule.

7.2.4 Review Process. When all requirements for Submission No. 1 have been met, the Development Committee, within fifteen (15) calendar days, shall approve, approve as noted or

disapprove (any such disapproval to specify the reasons for disapproval) the Proposed Plans. Failure by the Development Committee to act within this fifteen (15) day period will constitute a denial of the submission. In the event of such a denial due to non-action by the Development Committee, Lessee may then request, by mail, formal notification of the status of its submission. Failure by the Development Committee to act within fifteen (15) calendar days of receipt of Lessee's written request will constitute an approval of the submission.

7.2.5 Submission No.2. The materials delivered to the Development Committee in connection with Submission No. 2 shall verify all of the information approved by the Development Committee in connection with Submission No. 1 and shall include final plans prepared to scale and including all of the following:

- (a) Summary of Compliance:
 - A comparison of the development to the AutoShow North Design Guidelines, the Planned Development Ordinance showing the extent to which the proposal meets or exceeds the requirements of the AutoShow North Design Guidelines, the Planned Development Ordinance shall be included with the final plans.
- (b) Working Drawings:
 - Drawings shall include any revisions required by the Development Committee after its review of Submission No. 1.
 - Drawings must be clear, accurate and professionally prepared.
- (c) Parcel Site Plan:
 - A site plan for the Parcel which includes any revisions required by the Development Committee after its review of the proposed site plan included in Submission No. 1.
 - A Site Lighting Analysis.
- (d) Exterior Colors and Finishes:
 - All colors and materials must be presented on a sample board or on an elevation sheet. The sample board or elevation sheet must clearly indicate which color(s) and materials(s) will be used on each portion of each building. All colors and materials must be identified with a manufacturer's name and list number. Colors must be painted on the proposed finish surface material. Paper color chips will not be accepted. Floor Plan(s) for Each Level of Each Building and Structure.
 - A sample of the roofing material (if visible) must also be provided.
- (e) Grading/Drainage/Retention Plan:
 - A plan that reveals existing contours, flow lines, and finish grades.
 - Finished grade changes accompanied by a grading plan prepared by a registered civil or professional engineer or architect.
 - Drainage pattern and drainage system.
 - Retention solution and calculations.
 - Show drainage and retention for surface and subsurface, including direction of flow and type and size of facilities.
- (f) Landscape/Hardscape Plan:
 - Show soil preparation and irrigation specification.
 - Show type, size and location of all plant materials.
 - Show all fences, walls, trellises, their location, material and color.

- Clearly indicate any existing landscape/hardscape features that will be removed or relocated.
- (g) Signs; Entry Features; Lighting:
 - Show the type, size (including copy size), placement, location, material, color, lighting, height and copy of all proposed signs.
 - Show the type, size, placement, location, height and illumination of all exterior lighting and shields.
 - Show the type, size, placement, location, material, color, lighting and height of all entry features, including any sign, signs or signage located thereon.
- (h) Foundation Survey:
 - Provide a survey showing the framed height and the staked foundations of all buildings and structures.
- (i) Roof Plan:
 - Show plan of all proposed roofs with slope pitches and ridge heights above existing grade or building pad.
 - Identify all roof mounted equipment, structures, vehicles and anything else to be located on the roof of any building or structure together with all screening of same.
 - Show roof drainage plan and scupper/downspout treatment.

7.2.6 Review of Submission No.2. When all requirements for Submission No. 2 have been met, the Development Committee will review Submission No. 2 in accordance with the procedures and the time periods applicable to the review of Submission No. 1.

7.2.7 Declaration of Approval. If requested and prepared by Lessee, the Development Committee shall execute a statement of approval in recordable form, identifying the Proposed Plans that have been approved or deemed approved by the Development Committee under the terms of this Declaration.

7.3 Dispute Resolution/Arbitration Procedures.

7.3.1 In the event a Lessee believes the Development Committee has arbitrarily or unreasonably disapproved any Proposed Plan, then such Lessee will have the right to have the matter in dispute submitted to binding arbitration by sending to the Development Committee a notice describing the disputed issue (the "Dispute Notice"). In the event the issue in dispute is not resolved by mutual agreement within fourteen (14) days after the Dispute Notice is received by the Development Committee, then Lessee or the Development Committee may initiate the arbitration procedure by notifying the other party of its intent to submit such dispute to arbitration (an "Arbitration Notice").

7.3.2 On or before the earlier of twenty (20) days after the Development Committee or Lessee receives an Arbitration Notice or five (5) days prior to the date of the hearing referred to in Subsection 7.3.3 below, the parties will deliver to one another their respective statements of position with respect to the matter in dispute.

7.3.3 Within ten (10) days after a party receives an Arbitration Notice, the parties will attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon a single arbitrator within said 10-day period, then within twenty (20) days of the date a party receives an Arbitration

Notice, each party must select an arbitrator unaffiliated with the selecting party. The two arbitrators selected will then have ten (10) business days to select a third arbitrator. If the two (2) original arbitrators are unable to agree upon the appointment of a third arbitrator, then either party may request that the American Arbitration Association ("AAA") appoint a third arbitrator. All arbitrators chosen hereunder shall be members in good standing of the AAA and chosen from panels or lists designated by the AAA. A hearing shall be held before the arbitrator(s) within ten (10) business days after appointment of either the mutually acceptable arbitrator or the third arbitrator. At such hearing, each party shall be entitled to present its position. Such hearing shall be conducted in accordance with the commercial arbitration rules of AAA, shall not exceed one (1) day unless extended by the arbitrators, and the arbitrator or arbitrator(s) must select one of the positions presented to it as reflected in Subsection 7.3.2 above.

7.3.4 If a party fails or refuses to act within the time periods above set forth to submit its statement of position or to participate in an effort to select a mutually acceptable arbitrator or, if a single arbitrator is not agreed upon, to select an arbitrator, such party shall be deemed to have approved the other party's statement of position as to the matter in dispute and/or selection of an arbitrator, as applicable.

7.3.5 The party prevailing in any arbitration proceeding under this Section 7.3 shall be entitled to recover from the other party its reasonable attorneys' fees and reasonable out-of-pocket costs incurred relative thereto. In addition, the expenses of arbitration shall be borne by the party not prevailing in said arbitration proceeding. Any costs charged to the Committee pursuant to this Subsection 7.3.5 shall be paid by the Association.

7.3.6 Judgment upon any decision rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

7.3.7 Limited Waiver of Sovereign Immunity of AutoShow LLC. Attached hereto as Exhibit C and incorporated herein by this reference is Declarant's limited waiver of sovereign immunity from suit for the limited and sole purpose of permitting a Lessee to enforce binding arbitration proceedings under Article 7.3 during the Period of Declarant Control, including enforcement of Lessee's rights to arbitration under Article 7.3.1 and the enforcement of any decision rendered by the arbitrators under Article 7.3.6. Declarant's waiver of sovereign immunity is expressly limited as provided in this Article 7.3.7 and strictly limited to Declarant during the Period of Declarant Control and strictly limited to a Lessee in the event Lessee believes the Development Committee has arbitrarily or unreasonably disapproved any Proposed Plan of Lessee. The limited waiver of sovereign immunity does not extend to, nor shall it the waiver be construed to extend to the Community. The Community does not, in any form or fashion, waive sovereign immunity or to any Community assets.

7.4 Disclaimer of Liability. Neither the Development Committee, any member or alternate member thereof, nor any members, partners, Lessees, agents, officers or employees of any member or alternate member, shall be liable in any way for any damage, loss or prejudice suffered or claimed by a Lessee or any other Person who submits Proposed Plans except to the extent arising from the bad faith acts or intentional misconduct thereof. Any Person who submits Proposed Plans shall forever defend, indemnify and hold the Development Committee, any member or alternate member thereof, and the members, partners, Lessees, employees, officers and agents of each, harmless from all damage, loss or liability (including reasonable attorneys' fees) suffered or claimed by any third party on account of (a) any defects in any plans, drawings, specifications or other documentation submitted in any Proposed Plans, or revised or approved in accordance with the foregoing provisions, or for any

structural or other defects in any work done according to such plans, drawings, specifications or other documentation; (b) the approval or disapproval of any Proposed Plans, whether or not defective; (c) the construction or performance of any work, whether or not pursuant to Approved Plans; or (d) the development of any Parcel within AutoShow.

7.5 No Representations or Warranties. In no event shall an approval by the Committee of any Proposed Plans, or any written or oral statements made by the Board or any officer or employee of the Association, Declarant or any employee or officer or agent of Declarant, or the Committee or any member, agent or employee thereof, be deemed to constitute in any way any representations or warranties of any kind, express or implied, with regard to the Proposed Plans and any plans, drawings, specifications or other documentation constituting a part of the Proposed Plans, including without limitation representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable codes, regulations and laws, or with regard to fitness for a particular purpose.

7.6 Presumption of Compliance, Estoppel Certificate. The foregoing notwithstanding, after the expiration of one (1) year from the date (a) the Committee receives from a Lessee a copy of the certificate of occupancy issued by the applicable governmental authority for any Improvement, or (b) an Improvement has been completed by a Lessee and said Lessee has delivered a valid notice of completion with respect to such Improvement to the Committee, then said Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with the provisions of this Article VII unless a notice of non-compliance or non-completion with respect thereto has been executed by Declarant or the Committee and delivered to the Lessee in accordance with Subsection 17.7.2 hereof and recorded in the office of the Recorder of Maricopa County, Arizona, or unless legal proceedings shall have been instituted to enforce compliance or completion with respect to said Improvement.

7.7 Approval Cannot be Assigned. Any approvals given pursuant to this Article VII shall be personal to the Lessee submitting the Proposed Plans and cannot be assigned or transferred by such Lessee without the prior written consent of the Board, which shall not be unreasonably withheld, conditioned or delayed. Without such consent, any subsequent Lessee of a Parcel for which a previous Lessee has obtained approval of Proposed Plans shall submit new Proposed Plans pursuant to this Article VII for review and approval as though no prior approvals had been received from the Committee with respect to such Parcel.

7.8 Variances. The Development Committee is hereby authorized and empowered to grant variances for Improvements or uses within AutoShow prohibited or regulated by this Declaration or the AutoShow North Design Guidelines and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. Notwithstanding the foregoing, the Committee shall not grant such a variance to any Lessee unless:

7.8.1 The construction of Improvements or the uses which are called for under the request for the variance shall be consistent in design, character, appearance and quality of construction with the other Improvements and uses in AutoShow,

7.8.2 The application of the requested variance would not, in the reasonable judgment of the Committee, have a material and adverse impact on any Lessee or any Improvements constructed on the Lessee's Parcel, or otherwise have a material and adverse competitive impact on any Lessee.

7.8.3 The construction of Improvements and/or the uses called for under the request for variance are otherwise subject to and conform with all applicable laws, ordinances, rules and regulations, including, but not limited to, zoning regulations of any governmental agency or political entity having jurisdiction over AutoShow, provided, however, that the Community's approval of a variance should not be deemed a warranty or representation to the variance recipient or applicant that the Improvement or conduct under the variance conforms with all applicable laws, ordinances, rules and regulations, including zoning regulations of the Community or other governmental agency or political entity having jurisdiction.

Further, a variance may be conditioned upon the requesting Lessee obtaining all necessary governmental approvals for such Improvements or uses.

No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other Person or portion of the Property, and the grant of a variance shall not obligate the Committee to grant other variances. In addition to the variance powers provided herein, the Committee shall be empowered to issue from time to time reasonable interpretations of the intent of the provisions of this Declaration or the AutoShow North Design Guidelines, which interpretations shall not constitute variances from the provisions of this Declaration, but shall be designed to further the implementation of this Declaration in a manner consistent with its provisions.

7.9 Maintenance.

7.9.1 General. Notwithstanding the existence of any insurance covering a Lessee, Declarant, the Association, or all of them, against loss, damage and destruction, the Association and each Lessee shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

7.9.2 Maintenance of Undeveloped Parcels. All undeveloped portions of each Parcel shall be maintained at all times by the Lessee in a well-maintained condition, free of unsightly or unattractive weeds or other growth or the accumulation of rubbish, junk and debris thereon. Declarant shall maintain each Parcel not subleased.

7.9.3 Maintenance During Construction. All construction activities of any kind on any Parcel shall be governed by the provisions of this Subsection 7.9.3 and corresponding provisions in the AutoShow North Design Guidelines. All construction activities shall be carried out in an orderly and timely manner and all partially completed Improvements shall be kept in an orderly condition during construction. Any construction equipment and building materials stored on a Parcel may be kept only in areas approved by the Committee, and the Committee may also require screening of such storage areas. All portable toilets shall be located at least fifty (50) feet from the boundary lines of the Parcel and shall be emptied as often as necessary to ensure the absence of odors. Dust from all construction sites shall be controlled at all times in a manner specified by applicable laws or the AutoShow North Design Guidelines. If trucks entering and leaving the Parcel deposit mud or dust on any streets or walkways, the Lessee of the Parcel on which or for whose benefit the construction is being performed shall be responsible for maintaining the streets (or causing the same to be maintained) in a clean condition on a daily basis, as determined by the Committee. If the provisions hereof conflict with the provisions of the AutoShow North Design Guidelines with respect to construction activities, the more restrictive provision shall control.

7.9.4 Maintenance of Completed Improvements. Each Lessee shall maintain or cause to be maintained, at its expense, its Parcel and all Improvements completed thereon, except those Improvements in the Multi-Use Deed Restriction Areas to be maintained by the Association pursuant to Section 7.10 or maintained by the Community pursuant to Section 8.5.1. Improvements located within the Common Areas, Multi-Use Deed Restriction Areas, and on each Lessee's Parcel shall be well-maintained in a clean and orderly condition at all times and shall comply with all governmental health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto. Such maintenance requirements shall include, without limitation, the following:

- (a) Maintaining all construction entries (by installing and maintaining metal mats, ABC or a combination thereof) to control dust, mud and weeds to the extent reasonably possible;
- (b) Maintaining paved surfaces in a level, smooth and evenly-covered condition with the type of surfacing material approved by the Committee and then installed, or such substitute as shall in all respects be equal in quality, use and durability to that approved and installed;
- (c) Removing all paper, mud and sand, trash, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (d) Placing, keeping in repair and replacing any necessary or appropriate directional Signs, markers and lines;
- (e) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities (including lighted Signs) as shall be required or permitted with respect to any Approved Plans;
- (f) Maintaining all Signs, Perimeter Walls and exterior building walls (including but not limited to all retaining walls) and other exterior surfaces in a good condition and state of repair in compliance with Approved Plans;
- (g) Maintaining, mowing, weeding, thinning, trimming, watering, fertilizing, cultivating and pruning all landscaped areas to maintain the same in a neat condition but maintaining the plant's natural form (not overly-pruned or thinned), and replacing as necessary shrubs and other landscaping on a regular basis (with dead or dying plants to be removed and replaced within thirty days); irrigating all plants and trees as often as necessary to maintain healthy growing conditions; and adjusting tree guide, stakes, etc., on a regular basis to maintain a neat appearance and to prevent damage to trees; and
- (h) Promptly removing all graffiti or other similar markings from all Party Walls, exterior building walls and other exterior surfaces, paved areas and other portions of any Improvements.

7.9.5 Alteration and Repair of Common Areas; Security Deposit. If any act, omission or condition caused by any Lessee or their agents, employees, customers or invitees, results in the destruction or removal of any landscape or other Improvements within Common Areas or Multi-Use Deed Restriction Areas maintained by the Association hereunder, such Lessee shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Improvements in such Common Areas or Multi-Use Deed Restriction Areas. Any landscape Improvements shall be promptly replaced with landscaping and other materials of like size and kind or of such size and kind as are approved by the

Committee. The Committee may require any Lessee to make a security deposit with the Association prior to commencing any construction in order to secure the performance of such Lessee's obligations under this Section.

7.9.6 Lateral Support. Each Lessee shall maintain its Parcel with sufficient landscaping and plantings to prevent any erosion upon its Parcel that will result in damage to that Parcel or to any adjacent Parcel.

7.10 The Association's Obligation for Common Maintenance. The Declarant shall bear all costs for original design, construction and installation of Improvements in the Common Areas, except the Pima Road Turn Lane. The Declarant shall design, construct and install Improvements in the Multi-Use Deed Restriction Areas and seek reimbursement costs from each Lessee pursuant to the terms of a Sublease. The Association shall maintain the Common Areas and Multi-Use Deed Restriction Areas, including landscape and other Improvements within or upon the Common Areas and Multi-Use Deed Restriction Areas, in good condition and repair, and replace the same as may be necessary from time to time, subject to the following:

7.10.1 The Board shall maintain a reasonably high standard in providing for the repair, management, maintenance and replacement of all (except as expressly provided otherwise herein) Improvements within the Common Areas and Multi-Use Deed Restriction Areas maintained by the Association (including without limitation removal of graffiti and repair of damage caused by vandalism and maintaining the areas free from dirt and debris). The Board shall perform landscape maintenance and keep the public sidewalks free of dirt and debris in the frontage areas within the Pima Road Right of Way and the Indian School Right of Way for the benefit of the Development. The Board shall be the sole judge as to the appropriate maintenance thereof subject to Community laws. Notwithstanding the foregoing, the Community shall maintain traffic control signage as provided in Section 8.5.1.

7.10.2 The cost of maintenance, repair and replacement for which the Association is responsible under this Section shall be assessed as part of the assessments in accordance with the provisions of Section 10 hereof; provided, however, that the cost of any maintenance, repair or replacement of the Common Areas or Multi-Use Deed Restriction Areas, incurred due to the negligence or intentional misconduct of a Lessee or its agents or employees shall be reimbursed by such Lessee as a reimbursement assessment in accordance with Sections 14.1.1 and 10.7 hereof.

7.11 Excavation. No excavation shall be permitted except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled. No Lessee shall perform any excavation upon its Parcel that will result in damage to any adjacent Parcel or street.

7.12 Damage and Destruction Affecting Parcels - Duty to Rebuild. If all or any portion of a Parcel or any Improvement on any such Parcel is damaged or destroyed by fire or other casualty, it shall be the duty of the Lessee of such Parcel to comply with the terms of its Sublease to do the following:

7.12.1 Rebuild, repair or reconstruct the Parcel and the Improvements thereon in a manner which will restore them to a condition and appearance in accordance with the currently applicable legal requirements or as otherwise developed by the Lessee and approved by the Committee and the Community; or construct new Improvements in accordance with the currently

applicable legal requirements or as otherwise developed by the Lessee and approved by the Committee and the Community;

7.12.2 Raze and remove the damaged Improvement restoring the Parcel or portion thereof substantially to its original unimproved condition; or

7.12.3 Any combination of the above in a manner reasonably satisfactory to the Board and approved by the Declarant. The Lessee of any Parcel on which damaged Improvements are located shall be obligated to proceed with all due diligence hereunder, and such Lessee shall cause construction, reconstruction, or clean up and removal to commence within three (3) months after the damage occurs and to be completed within twelve (12) months after damage occurs, unless prevented by causes beyond that Lessee's reasonable control; provided, however, that if a Lessee is delayed in obtaining insurance proceeds and/or in obtaining financing with respect to such construction or reconstruction, it shall not be deemed in default hereof if it razes and removes the damaged Improvement within three (3) months after the damage occurs and completes construction or reconstruction within twelve (12) months after receipt of such proceeds and/or financing.

7.13 Insurance Obligation of Lessees. Each Lessee shall purchase such liability, fire or other casualty insurance as such Lessee desires or as may be required by any Institutional Lender. The Association shall not be obligated to insure any Parcel or portion thereof or Improvements thereon; provided, however, the Association shall purchase and maintain appropriate insurance coverage for the Improvements located within the Common Areas and Multi-Use Deed Restriction Areas.

7.14 Subleases. Any agreement for the lease of all or any portion of a Parcel must be subject to this Declaration, the rules of the Association, the AutoShow North Design Guidelines, the Articles and the Bylaws, and must provide that any violation of this Declaration or other documents listed above shall be a default under the Sublease. The Lessee of a Parcel shall remain liable for any violations of this Declaration, the rules of the Association, the AutoShow North Design Guidelines, the Articles and the Bylaws.

7.15 Party Walls. Party Walls shall include all walls and/or fences constructed on or immediately adjacent to the common boundary between the Parcels, the Common Areas or other property in AutoShow, but does not include Perimeter Walls. Except as hereinafter provided, the rights and duties of Lessees of contiguous properties which have Party Walls shall be as follows:

7.15.1 Each Lessee shall have the right to use the Party Walls, provided that such use does not unreasonably interfere with any adjoining Lessee's use and enjoyment thereof. No Lessee shall permit landscaping or equipment or any other item to hang over a Party Wall.

7.15.2 If a Party Wall is damaged or destroyed through the act or failure to act of a Lessee or any of its Lessees, or their respective, agents, invitees, customers or employees (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Lessee promptly to rebuild and repair the Party Wall without cost to the Lessee of the adjoining property.

7.15.3 If any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Lessee or their respective agents, invitees, customers or employees, it shall be the obligation of all Lessees whose properties adjoin such Party Wall to rebuild and repair such Party Wall at their joint expense, such expense to be allocated among the Lessees in accordance with the proportionate amount of linear

footage of their respective properties located adjacent to the damaged or destroyed Party Wall.

7.15.4 If a dispute between Lessees arises with respect to the construction, repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof such adjoining Lessees shall submit the dispute to the Board, the decision of which shall be binding.

7.15.5 Notwithstanding the foregoing and unless otherwise agreed by the Association, in the case of Party Walls (a) between Common Areas and Multi-Use Deed Restriction Areas and Parcels, or (b) constructed by Declarant or the Association on Common Areas or Multi-Use Deed Restriction Areas within a Parcel, the Lessee (s) shall be responsible for all maintenance, repair and replacement thereof in the same manner as a Perimeter Wall pursuant to Subsection 7.9.4 above.

7.15.6 If a Party Wall which separates the interiors of two structures is constructed on adjoining Parcels or if a Party Wall constituting the exterior wall of a structure is constructed on a Parcel, both of which must be with Declarant's consent, then additional covenants and restrictions may be recorded by the Lessees of those Parcels concerning the maintenance, repair and replacement of any such Party Walls. If so provided, such recorded and approved additional covenants and restrictions may supersede the provisions of this Section with respect to those types of Party Walls.

ARTICLE VIII DEVELOPMENT STANDARDS

8.1 Parking. No on-street parking of any nature whatsoever will be permitted on streets or Easements bordering or within AutoShow regardless of whether parking plans have been approved by the Committee or the Community. Parking is not allowed within the Common Areas, Multi-Use Deed Restriction Areas, or any required landscape setback, improved open space, retention basin, or vacant lot. Parking shall be permitted only where shown on approved Parcel site plans. Paved off-street parking as required herein or in the AutoShow North Design Guidelines and by any applicable rules or regulations of any governmental authority shall be provided by each Lessee on its Parcel to accommodate all parking needs for employees, visitors, customers and invitees as well as for new and used vehicle inventory, display vehicles, rental vehicles and service vehicles for the use and occupancy of the Parcel. Each Lessee shall be responsible for assuring that its employees' and company vehicles (including new and used vehicle inventory, display vehicles, rental vehicles and service vehicles) are parked on the Lessee's Parcel rather than on the street. Each Lessee shall exercise commercially reasonable efforts to ensure that its visitors, customers and invitees park on Lessee's Parcel. Notwithstanding prior approvals of parking layouts by the Committee, Declarant, the Community, or any other governmental jurisdiction or authority, if parking requirements increase on any Parcel as a result of any change in use or number of employees or invitees, additional on-site parking shall be provided on said Parcel to satisfy the intent of this Section.

8.2 Refuse Collection Areas. All refuse from any Parcel shall be deposited in a dumpster or container for such Parcel provided by the Community or a licensed refuse company and approved by the Committee. All refuse collection areas in AutoShow shall be located in areas approved by the Committee. All exterior refuse collection areas in AutoShow shall be screened by building walls or screen walls as required by the Committee, and all dumpster enclosures shall also meet the requirements of the Community. All dumpsters and containers shall remain within said screening walls. The location of all such enclosures shall include "main entrances" and allow for adequate ingress and egress by collection trucks within the boundaries of the Parcel.

8.3 Exterior Storage Areas and Service Yards. No storage (other than the storage of vehicles) shall be permitted between any street and the respective building setback line of any Parcel in AutoShow. Storage areas shall be located in the area of each Parcel that is least visible from streets and adjacent property. All outdoor storage areas and service yards in AutoShow shall, to the extent practical, be visually screened so as not to be visible from streets and adjacent property by a continuous screen wall as required by the Committee. No work in progress, stored merchandise, inventory or racks shall extend above the height of such screen wall. All motor vehicles (other than passenger vehicles and any vehicles offered for sale on a Parcel as permitted by this Declaration) and all equipment operated on Parcels in AutoShow shall be stored in a screened outdoor storage area approved by the Committee, except that the Committee may permit exceptions to the foregoing restriction during the construction, maintenance and repair of Improvements on a Parcel. All vehicle service, repair, cleaning and maintenance activities in AutoShow shall be conducted within a building, except that minor ancillary activities associated with business operations may be located outside in a service yard, if approved by the Committee.

8.4 Equipment. All roof-mounted equipment and ventilators projecting above the roof parapet of any building in AutoShow shall be screened so as not to be visible from streets or from adjacent property by an enclosure designed and painted to be compatible with the building. No wall-mounted equipment shall be permitted on the front or sides of any such building. Unless otherwise permitted by the Committee, only ground mounted building, electrical or mechanical equipment will be allowed and only in side or rear yards, and the same must be screened by walls and/or dense landscaping so as not to be visible from streets or from adjacent property. Storage tanks and process equipment will be allowed only in side or rear yards of Parcels (and not between any street and the respective building setback line) and must be screened by walls and/or dense landscaping so as not to be visible from streets or from adjacent property.

8.5 Signs. All Signs shall comply with the building, electrical and zoning codes of the Community and the AutoShow North Design Guidelines to the extent applicable and must be approved by the Committee prior to installation. Except as approved by the Committee, no Signs of any kind shall be allowed. Temporary Signs for marketing, development or construction may be placed on the actual property so advertised or on which development work is underway, subject to the AutoShow North Design Guidelines and prior approval by the Committee. All permanent Sign concepts and designs shall be approved by the Committee prior to fabrication and installation. All Signs in AutoShow shall be located within sign areas indicated on plans for Improvements approved by the Committee. All building Signs shall be designed as an integral part of the building to which it relates and shall be compatible with the exterior architecture of such building with regard to location, scale, color and lettering. The Committee's approval of a Lessee's Sign shall not be unreasonably withheld, conditioned or delayed.

8.5.1 Traffic Control Signage. All traffic control signage will be installed pursuant to the Manual on Uniform Traffic Control Devices (MUTCD) requirements. The Community will maintain traffic control signage for the street.

8.5.2 Private Street Signage. The Lessee of each Parcel shall be responsible for installation and maintenance of any private street name signage on the Parcel in accordance with MUTCD. Placement of private street signage within a Multi-Use Deed Restriction Area or Common Area must be reviewed and approved by the Community before installation.

8.6 Utility Lines and Antennas. Except as may be approved by the Committee, no utility lines or wires or other devices in AutoShow for the communication or transmission of electric current, gas, power or signals (including telephone, television, microwave or radio signals), shall be constructed, placed, or maintained anywhere in or upon any Parcel other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures in a manner approved by the Committee. No antenna dishes or other services for the transmission or reception of telephone, television, microwaves, or radio signals shall be placed on any building or other Improvement on any Parcel unless properly screened so as not to be visible from streets or from adjacent property. Nothing contained herein shall be deemed to forbid the erection or use of temporary power, water or telephone facilities incidental to the construction or repair of Improvements on any Parcel, subject to approval of the Committee.

8.7 Landscaping. All landscape areas required and approved for a Parcel, except for landscape areas within Common Areas or Multi-Use Deed Restriction Areas, shall be landscaped within sixty (60) days following the issuance of a certificate of occupancy for all or a portion of the Improvements placed upon the Parcel. If a Lessee fails to install landscaping as required hereunder, the Board may enter upon the Parcel and install such landscaping as permitted by Subsection 14.1.2. Every Parcel upon which Improvements are constructed shall be landscaped in accordance with the Approved Plans. An automatic irrigation system complying with the standards set forth in the AutoShow North Design Guidelines shall be installed and maintained in good repair in all landscaped areas. These provisions are intended to promote compatible and continuous landscape development designed to enhance and unify AutoShow.

8.8 Restriction on Further Subdivision and Rezoning.

8.8.1 No Further Subdivision Without Approval. No Parcel shall be subdivided or separated into smaller parcels by any Lessee by Permitted Transfer under the Sublease or otherwise, and no portion less than all of any such Parcel, nor any Easement or other interest therein, shall be conveyed or transferred by any Lessee by Permitted Transfer under the Sublease or otherwise, without the prior written approval of Declarant.

8.8.2 Plats to be Approved. No subdivision plat, commercial plat, commercial subdivision, land division, land combination, lot split or lot line adjustment shall be recorded by any Lessee or other person against any property in AutoShow unless the provisions thereof (including any subdivision plat, commercial plat, commercial subdivision, land division, land combination, lot split or lot line adjustment required by the Community) have first been approved in writing by the Development Committee. Any subdivision plat, commercial plat, commercial subdivision, land division, land combination, lot split or lot line adjustment recorded without such approval being evidenced thereon shall be null and void.

8.8.3 Plat Amendments. Each Lessee shall have an affirmative obligation to sign any subdivision plat, commercial plat, commercial subdivision, land division, land combination, lot split or lot line adjustment, map of dedication or similar document, or any amendment or modification of any plat or any of the foregoing items, that is contemporaneously approved by the Development Committee so long as doing so would not materially and adversely affect the use and utility of the Lessee's Parcel.

8.8.4 Rezoning, Variances and Use Permits to be Approved. No application for rezoning of any area in AutoShow, and no applications for variances or use permits, shall be filed

with any governmental authority unless the proposed rezoning, variance or use permit has been approved by the Development Committee, and unless the proposed use otherwise complies with this Declaration and the general plan of development of AutoShow. The uses in Section 9.1 are deemed to be approved by Declarant and the Committee and to comply with this Declaration.

8.8.5 Standard of Review. All matters set forth in this Section 8.8 that require Development Committee approval shall be subject to the approval process and standards set forth in Article VII to the maximum extent applicable.

8.9 Retention and Drainage.

8.9.1 The Lessee of each Parcel shall construct, grade and maintain its Parcel(s) in such a manner that such Parcel(s) shall hold and retain all water coming in to such Parcel(s) as a result of a 2 hour/100 year storm event. Run off from such a 2 hour/100 year storm from each such Parcel shall be passed into an on-site drainage and retention system in a manner that does not damage landscaping or other Improvements. The foregoing notwithstanding, one Lessee can agree with another Lessee to drain water into such Lessee's retention system, but only with the prior written agreement of the Committee and only if such agreement does not violate the requirements of the Community. No Lessee shall permit water to drain from such Lessee's Parcel(s) onto adjacent land, except through drainage areas identified on a plat or other instrument approved by the Committee in a manner that does not damage landscaping or other Improvements and with the prior written consent of the Lessee (s) of such Parcel(s), which consent may be granted, withheld, delayed or conditioned in the sole and absolute discretion of such Lessee (s). All drainage plans for such Parcels shall be reviewed and approved by the Committee, and no change in the drainage pattern or Improvements may be made without the prior written approval of the Committee. A Lessee shall not at any time fill, block or obstruct any drainage and retention facilities or drainage and retention structures on its Parcel, and each Lessee shall repair and maintain all drainage and retention facilities and drainage and retention structures located on its Parcel, except for the maintenance of the Drainage Facilities to be performed by the Association. No structure of any kind shall be constructed and no vegetation shall be planted or allowed to grow within any drainage areas which may impede the flow of water under, over or through said areas.

8.9.2 The Lessee of each Parcel shall take title to its Parcel subject to any temporary retention basins and related facilities then located on such Parcel or designated to be located on such Parcel pursuant to street plans approved by the Community. Each Lessee shall be responsible for maintaining any such temporary retention basins and related facilities pending approval by the Committee of a permanent solution for handling of drainage then being directed to such temporary retention basins and facilities.

8.10 AutoShow North Design Guidelines. Each Lessee and Parcel shall comply with all additional architectural and development covenants, restrictions and standards of the AutoShow North Design Guidelines for such Parcel. In the event of a conflict between this Declaration and the AutoShow Design Guidelines for such Parcel, the more restrictive provision shall control. Notwithstanding anything to the contrary contained herein, no additional AutoShow North Design Guidelines shall require revisions to Proposed Plans previously approved by the Committee.

8.11 Effect of Other Limitations. Any limitations on Improvements in AutoShow contained herein or in the AutoShow North Design Guidelines are supplemental to any controls

established by applicable zoning, subdivision, building, health, fire or other jurisdictional codes and regulations, and the more restrictive controls shall apply in each instance.

ARTICLE IX USE RESTRICTIONS

9.1 Permitted Operations and Uses.

9.1.1 Except as otherwise provided herein, each Lessee shall use its Parcel only for the construction, maintenance and operation of Permitted Automobile Dealerships engaged in the retail sale and/or leasing of new automobiles, and/or the retail sale and/or leasing of pre-owned vehicles, and as ancillary uses thereto the incidental sale of branded retail items pertaining to one or more Permitted Automobile Dealerships located on the Parcel from within the applicable dealership buildings or from within a common retail area or building, and other customary activities incidental to the operation of Permitted Automobile Dealerships (including, but not necessarily limited to, the operations, uses and activities described in Subsection 9.1.2 below and in Subsection 9.1.3 below).

9.1.2 Body shops, paint shops, service facilities, rental/loaner facilities, detailing/vehicle preparation shops, car washes, lube shops, and similar uses shall be permitted on a Parcel only within Permitted Automobile Dealership buildings, and then any such uses shall be permitted only if they cannot be seen, heard or smelled from any adjoining land or any public street.

The uses described in this Subsection 9.1.2, are permitted only to the extent that such services are operated by (or subcontracted for by) the Lessee(s) of one or more Permitted Automobile Dealership(s) for the benefit of the customers of that (those) dealership(s) as part of services available to the customers of that (those) dealership(s).

The uses described in this Subsection 9.1.2 shall not be operated by any franchise or independent third party operators (e.g., Kwik Lube, Danny's, Hertz, etc.) unless such operator provides services under a written contract with a Permitted Automobile Dealership, which contract does not permit the provider of the services at that location to be publicized or advertised in any manner, except with identification or directional signage that cannot be seen from outside of the Permitted Automobile Dealership building, and no advertising shall offer such services to the public separately or independent from the Permitted Automobile Dealership's services to its customers.

In no event shall any advertising mention the providers of any such services under any name other than the name of the Permitted Automobile Dealership or the name of the Lessee of the Permitted Automobile Dealership or its affiliates, and no signage pertaining to such uses will be permitted on the Property other than identification or directional signage approved by the Committee.

9.1.3 Portions of each Permitted Automobile Dealership building may be used for incidental sale, preparation and consumption of food and beverage items under the following conditions:

- (a) Free standing restaurant use shall not be permitted;
- (b) Signage shall be limited to (a) generic directional signage and (b) up to three (3) non-illuminated, building-mounted signs (but no more than one such sign per vendor), with each such sign being no more than 10 square feet in area;

- (c) Drive-through facilities shall not be permitted; and
- (d) No more than 10% of the floor area of any building may be used for the sale, preparation and/or consumption of food and beverage items.

9.2 Permitted Uses With Approval - All Parcels. Notwithstanding Section 9.1, but subject to all other provisions of this Declaration (including, but not limited to, Sections 9.3 and 9.5 below) or in any similar instrument executed by Declarant and any Lessee, any Parcel may be used for all uses authorized in writing by Declarant during the Period of Declarant Control or by the Board after the termination of the Period of Declarant Control and as permitted under a Sublease or Master Lease B-505.

9.3 Prohibited Uses. Operations and uses which will not be permitted on the Property include, without limitation, the following:

9.3.1 Agriculture, Animals. Agricultural uses, including animal husbandry, commercial breeding businesses or feed lots. No animal, livestock, poultry or fowl of any kind shall be maintained on or in any Parcel, except for guard dogs kept within buildings or fenced areas on a Parcel.

9.3.2 Residential/Lodging. Any residential use; mobile home parks and trailer courts; recreational vehicle parks; camping or labor camps.

9.3.3 Storage Yards. Storage yards for bulk materials; truck, bus, or heavy equipment garages; dispatching and weighing stations; bulk storage and distribution of petroleum or other hydrocarbon products or other chemicals; or tent shelters. This Subsection shall not preclude customary facilities for trucks that are part of the new or used vehicle inventory of a Permitted Automobile Dealership nor will it preclude other customary activities incidental to the operation of Permitted Automobile Dealerships.

9.3.4 Food or Plant Products Processing. Manufacturing or processing of fish products, sauerkraut, vinegar, sugar beets, coffee roasting, chocolate or cocoa products; grain mills, grain storage bins and elevators; feed grain manufacturing and/or processing; seed treatment, processing or extraction of oil; processing of paper or wood pulp.

9.3.5 Animal Products Processing. Fat rendering; stockyards or slaughtering of animals; meat smoking or packing.

9.3.6 Wrecking and Salvaging Operations. Auto wrecking and salvage; junk yards; house movers and related machinery and equipment; storage or wrecking yards; metals crushing or separating for salvage; waste paper or glass recycling or other recycling operations.

9.3.7 Mining/Exploration; Excavation. All surface mining operations, including aggregate or minerals; subsurface mining of any kind; drilling for and/or the removal of gas, oil or hydrocarbons or geothermal steam; any commercial excavation of materials for building and construction.

9.3.8 Heavy Manufacturing; Smelting; Refining. Manufacture of bricks, blocks or large concrete precast items such as pipe and construction shapes, cast stone items; processing of cement, clay, cinders, aggregate or pumice; concrete and asphaltic concrete mixing plants; saw mills or planing mills; plating works; battery manufacturing; refining of petroleum or other hydrocarbon

products; manufacturing or distillation of chemicals, including paint, insecticides and herbicides; smelting of metals; rolling or stamping of metal; foundry casting; steel fabrication (plate, structural, reinforcing bar, tanks); sand blasting yards.

9.3.9 Sewage/Garbage. Sewage disposal or treatment plants; equipment yards for septic tanks or cesspool servicing; or the processing of garbage, dead animals, refuse or silage.

9.3.10 Public Facilities. Stadiums; cemeteries; carnivals, circuses, rodeos and the like; animal shelters and animal hospitals, except with written approval of the Committee; jail or detention facilities.

9.4 Nuisances; Objectionable Activities. No Lessee or other Person shall create a nuisance in AutoShow or use any Parcel for any activity or purpose which is considered by the Board or the Committee, in its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Board or the Committee will disturb or tend to disturb other Lessees in AutoShow, or which is deemed by the Board or the Committee to constitute a nuisance. Included among the uses, activities or operations prohibited hereunder because of their detrimental effect upon the general appearance, enjoyment and use of the Property, or other commercial property in the vicinity of AutoShow, and their conflict with the reasonable standards of appearance and maintenance required by this Declaration, include without limitation the uses, activities or operations which produce or are accompanied by the following characteristics:

9.4.1 Any public or private nuisance, including but not limited to, test drives on any portion of the Community located east of the AZ Loop 101 (Pima Freeway).

9.4.2 Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect.

9.4.3 Any lighting which is flashing or intermittent or is not focused downward or away from adjacent property, unless otherwise approved by the Committee and the Community.

9.4.4 Any rubbish, trash or debris of any kind placed or permitted to accumulate upon or adjacent to any Parcel, except for refuse collection areas in accordance with Section 8.2.

9.4.5 Any electro-mechanical or electromagnetic disturbance or radiation.

9.4.6 Any air pollution or water pollution, including without limitation any dust, dirt or fly ash in excessive quantities.

9.4.7 Any emission of odor, or noxious, caustic or corrosive gas or matter, whether toxic or non-toxic, which extends outside the Parcel from which the same emanates.

9.4.8 Any explosion or other damaging or dangerous firing, detonation or activity, including the firing or detonation of ammunition or explosives or the storage, display or sale of explosives or fireworks.

9.4.9 Open burning of paper, trash, debris, garbage or construction materials of any kind.

9.5 Specially Permitted Uses. Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if approved in writing by Declarant or the Board, as applicable, pursuant to Section 9.2 and permitted by the ordinances, codes, regulations and requirements of the Community. Approval or disapproval shall be based upon an evaluation of the effect of such operations or uses on other portions of the Property subject to this Declaration and upon the Lessees thereof.

9.6 Compliance With Laws. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property which is in violation of any applicable governmental law, regulation, rule, ordinance or code, including without limitation all zoning and other ordinances, regulations and codes of the Community.

9.7 Vehicle Display Areas.

9.7.1 Vehicles displayed to the public shall be located only on approved "vehicle display pedestals" (i.e. approved as to size, location and elevation) and/or within approved "vehicle display areas" as shown on the Parcel Site Plan.

9.7.2 The vehicle display pedestals shall include a minimum 12-inch screen wall to screen the undercarriage of displayed vehicles from view from any public street.

9.7.3 Only one vehicle shall be permitted on any vehicle display pedestal except for any vehicle display pedestal which is specifically designated for the display of two or more vehicles, all as shown on the Parcel Site Plan.

9.7.4 Any vehicle displayed to the public shall be displayed with all four wheels on the ground/pedestal, with all lights off, with its hood, hatchback and doors closed, with no painted windows and with no signs on any vehicle windows or on the vehicles, except as required by Community or federal law.

9.7.5 Absolutely no clowns, inflatables, hot or cold air balloons, streamers, or flags (other than the Community, state, national flags, and dealership flags, in compliance with the AutoShow North Design Guidelines), are permitted. Tents, balloons, and banners may be allowed with approval of the Association for occasional special events.

9.7.6 Absolutely no loud speakers, public address systems, outdoor paging systems or any other equipment which emits sound audible beyond the boundaries of the Property are permitted.

9.7.7 Absolutely no painted windows on vehicles or buildings are permitted.

9.8 Loss of a Franchise. In the event a Lessee ceases to be authorized to operate a Permitted Automobile Dealership on its Parcel, whether due to revocation of the franchise for a Permitted Automobile Dealership, other action by the vehicle manufacturer, loss of the Lessee's business license or other cause, such Lessee shall cease doing business on such Parcel per the terms of its Sublease.

9.9 Scottsdale AutoShow Trademark Licensing.

9.9.1 Scottsdale AutoShow Trademarks. Lessee acknowledges that Declarant holds all rights, interests and title in and to the Scottsdale AutoShow trademarks, including all related design marks, and all other intellectual property rights of every kind and description. Any changes made to any of the trademarks or the name Scottsdale AutoShow must be approved by Declarant and must be consistent with Community culture, norms, and values. Declarant may, in its sole discretion, refuse changes to any of the trademarks or the name Scottsdale AutoShow.

9.9.2 Scottsdale AutoShow Trademark Licensing Agreement. Each Lessee shall use the name "Scottsdale AutoShow" and only approved related design marks in its advertising, media, marketing and promotional materials in accordance with the Lessee's Scottsdale AutoShow Trademark Licensing Agreement and shall otherwise operate its business in accordance with the Lessee's Scottsdale AutoShow Trademark Licensing Agreement. Declarant, during the Period of Declarant Control, and thereafter the Association shall have the right to review from time to time each Lessee's advertising, media, marketing and promotional materials but only to confirm conformance with the Lessee's Scottsdale AutoShow Trademark Licensing Agreement.

ARTICLE X FUNDS AND ASSESSMENTS

10.1 Creation of Lien, Personal Obligation for Assessments. Declarant, for each Parcel within AutoShow, hereby covenants, and each Lessee, by acceptance of a Sublease therefor, whether or not expressed in such Sublease, is deemed to covenant and agree to pay to the Association the Assessments which the Board is authorized to levy pursuant to the provisions of this Declaration and which are so levied. All Assessments, which shall include all late charges, interest, costs and reasonable attorneys' fees due with respect thereto, shall be a charge on the Sublease and shall be secured by a continuing lien upon the Sublease and the Parcel against which each Assessment is levied. Each Assessment, including interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Lessee of such Parcel at the time when the Assessment became due and owing. The personal obligation for delinquent Assessments shall not pass to said Person's successors in title, unless expressly assumed by them. If more than one Person was the Lessee of a Parcel, the personal obligation to pay such Assessment respecting such Parcel shall be both joint and several.

10.2 Purpose of Assessments. The Assessments shall be used to enhance, improve, maintain and protect the desirability, attractiveness and safety of AutoShow; for the improvement, insurance and maintenance of the Common Areas and Multi-Use Deed Restriction Areas and all Improvements therein; to reimburse the Association and/or Declarant for the costs incurred in bringing a Lessee into compliance with this Declaration, the Articles, Bylaws, AutoShow North Design Guidelines and/or Association rules adopted by the Board; and for the common good and benefit of AutoShow, the Association and the Members, as determined by the Board.

10.3 Budgets and Financial Statements of the Association. The following financial information shall be regularly prepared and distributed by the Board to all Members of the Association:

10.3.1 Within ninety (90) days after the end of each fiscal year of the Association, the Board shall prepare, or cause to be prepared, and distribute to all Members of the Association an operating budget for the next fiscal year setting forth the estimated revenues and O&M Costs for said fiscal year and the total cash reserves of the Association currently available for expenditures.

10.3.2 Within ninety (90) days after the end of each fiscal year of the Association, the Board shall prepare and distribute to each Member a balance sheet and a statement of actual O&M Costs and income for the preceding fiscal year.

10.4 Accounts. The Association shall establish and maintain a reserve account into which the Board shall deposit all funds collected as reserves for contingencies and for the maintenance, repair and replacement of Improvements within the Common Areas and Multi-Use Deed Restriction Areas and related Improvements. The Association shall also maintain one or more operating accounts into which the Board shall deposit all other funds paid to the Association as Assessments or otherwise received by the Association as provided in this Declaration. All funds shall be held in trust by the Association for the use and benefit of its Members pursuant to the Associations obligations herein.

10.5 Regular Assessments.

10.5.1 Purpose. Regular assessments shall be used for all O&M Costs incurred by Declarant or the Association for (a) the construction, installation, administration, operation, maintenance, repair and replacement of the Common Areas, Multi-Use Deed Restriction Areas and the Improvements therein, including insurance; (b) the administration, operation, maintenance, repair and replacement (but not the original construction) of the Freeway Signage Area, the Freeway Signage, Entrance Amenities and the Entrance Areas, including insurance; and (c) carrying out the duties, rights and obligations of Declarant and/or the Association, including the Board and the Development Committee, as provided for in this Declaration.

10.5.2 Date of Commencement of Regular Assessments. The regular assessments provided for in this Article X shall commence as to all Parcels on the first day of the month following the conveyance of the first Parcel to a Lessee; provided, however, that Declarant may, at its option, delay the start of regular assessments so long as Declarant elects to perform all maintenance and other obligations of the Association at its sole cost and expense. The first regular assessment shall be adjusted according to the number of months remaining in the fiscal year. Upon the start of regular assessments, Declarant, in its sole discretion, may pay the regular assessment of any Lessee until the Lessee is issued a Certificate of Occupancy by the Community for the Improvements to its Parcel.

10.5.3 Budget. Within ninety (90) days after the end of each fiscal year of the Association, beginning with the first full fiscal year after regular assessments commence, the Board shall meet for the purpose of establishing the regular assessments for the forthcoming fiscal year. At such meeting, the Board shall review an operating statement showing income and O&M Costs for the preceding fiscal year and a preliminary budget, any written comments received from any Member, and any other information available to it and, after making any adjustments that the Board deems appropriate shall establish an operating budget and the regular assessments for the forthcoming year.

10.5.4 Payment of Assessments. Regular assessments shall be due and payable by the Lessees to the Association in four quarterly installments on or before the first day of April, July, October and January, or in such other manner as the Board shall designate.

10.5.5 Failure to Fix Regular Assessments. Failure by the Board to fix regular assessments hereunder before the expiration of any fiscal year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration, or a release of the Lessee from the obligation to pay the Assessments, or any installment thereof, for that or any subsequent year, but the Assessment fixed for the

last quarter of the preceding year shall continue until a new Assessment is fixed.

10.6 Special Assessments.

10.6.1 Purpose. Special assessments may be levied by the Board from time to time during any fiscal year if the Board determines that the estimated total amount of funds necessary to defray the O&M Costs or other expenses of the Association for a given fiscal year is or will become inadequate to meet expenses due to unanticipated delinquencies or costs and fees incurred to enforce this Declaration, costs of construction or unexpected repairs, replacements or reconstruction of Improvements within the Common Areas, Multi-Use Deed Restriction Areas or if funds are otherwise required for any activity or purpose of the Association permitted under this Declaration.

10.6.2 Budgeting. The Board shall determine the approximate amount necessary to defray the expenses set forth in Subsection 10.6.1 above, and, if the amount is approved by a majority vote of the Board, it shall become a special assessment.

10.6.3 Time and Manner of Payment. The Board may, in its discretion, prorate a special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Parcel. Special assessments shall be due and payable within twenty (20) days after a Member receives written notice from the Board specifying the amount of the special assessment, unless the Board specifies in such notice a later date of payment.

10.7 Reimbursement Assessment. The Board may levy a reimbursement assessment against any Lessee who fails to comply in any respect with this Declaration, the Articles, Bylaws, the Association rules promulgated by the Board or the AutoShow North Design Guidelines, or as otherwise permitted elsewhere in this Declaration, in an amount equal to any monies expended by Declarant or the Association in remedying a Lessee's failure to comply under this Declaration or in the amount of a fine or penalty imposed pursuant to this Declaration. All such reimbursement assessments shall be paid to the Association within twenty (20) days after demand. The demand from the Association shall be in writing and shall be accompanied by supporting invoices or other documentation reasonably showing any work done and/or monies expended by the Association and included in the demand.

10.8 Capital Improvement Assessment.

10.8.1 Purpose. Capital improvement assessments may be levied by the Association for the purpose of defraying, in whole or in part, the cost of construction, repair, replacement, reconstruction, expansion or demolition of any Improvements within the Common Areas and Multi-Use Deed Restriction Areas, or for On-Site Improvement Costs deemed reasonably necessary by the Board for the benefit of AutoShow.

10.8.2 Time and Manner of Payment. Capital improvement assessments shall be due and payable by all Lessees in such installments and during such period or periods as the Board shall designate for the payment thereof but in no event earlier than twenty (20) days after written demand therefor.

10.9 Advertising and Promotional Program Assessment.

10.9.1 Purpose. Advertising and Promotional Program assessments may be levied by

the Association for the purpose of defraying the cost of the Advertising and Promotional Program, if adopted pursuant to the first paragraph of Section 3.7.

10.9.2 Time and Manner of Payment. Advertising and Promotional Program assessments shall be due and payable by all Lessees in such installments and during such period or periods as the Board shall designate for the payment thereof.

10.10 Rate of Assessment.

10.10.1 In General. Except as otherwise provided in Section 10.7, Section 10.9 and Subsections 10.10.2, all Assessments shall be levied based upon the proportion of memberships held by each Member (including Declarant) in relationship to the total memberships in the Association at the time the Assessment is levied or imposed, as reflected in the records of the Association.

10.10.2 Common Areas and Multi-Use Deed Restriction Areas. The Assessment for O&M Costs related to the Improvements within the Common Areas and the Multi-Use Deed Restriction Areas shall be paid pursuant to Section 10.10.1.

10.11 Estoppel Certificate. The Board, on not less than twenty (20) days prior written request and for a reasonable fee of not less than Five Hundred Dollars (\$500.00) to be established from time to time by the Board, shall execute, acknowledge and deliver to the party making such request a written statement certifying whether or not, to the knowledge of the Association with no duty to investigate or make further inquiry, a particular Lessee is in default as to its Parcel under the provisions of this Declaration, and further stating the dates to which installments of Assessments have been paid as to such Parcel. Any such certificate may be relied on by a prospective purchaser of the Parcel or an Institutional Lender, but reliance on such certificate shall not extend to any default (except one involving the payment of Assessments) of which the signer had no actual knowledge.

10.12 Audit Rights. Within one (1) year after the end of any calendar year, the Lessees shall have the right to cause a single audit of the Association's books and records pertaining to the operation and maintenance of the Common Areas and Multi-Use Deed Restriction Areas for that calendar year. A Lessee shall notify the Association and Declarant during the Period of Declarant Control of the Lessee's intent to audit at least sixty (60) days prior to the designated audit date. If such audit shall disclose any error in the determination of any Assessment, the auditing Lessee shall provide the Association and all other Lessees with a copy of the audit, and appropriate adjustments shall be made by the Association. The cost of an audit shall be assumed by the auditing Lessee unless such audit shall show that any Assessment was overstated by more than three percent (3%) of the amount calculated by Declarant, in which case the Association shall pay the reasonable cost of such audit. If the Association does not respond to the results of such audit within ninety (90) days after receipt of the audit, then each Lessee shall have the right to offset any refund claimed, plus costs of the audit if appropriate, against subsequent payments of Assessments; provided, however, the Association shall retain the right to dispute the results of such audit for a period of eighteen (18) months following receipt of such audit.

ARTICLE XI
COLLECTION OF ASSESSMENTS

11.1 Right to Enforce. The right to collect and enforce Assessments, including all related interest, late charges, costs and fees, is vested in the Board acting for and on behalf of the Association.

The Board, or its authorized representative, can enforce the obligations of the Lessees to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity in any court having jurisdiction thereof.

11.2 Notice of Default: Interest: Late Charges. Failure to make payment of any Assessment or installment thereof related to any Parcel on or before the due date shall constitute a default and all amounts that are delinquent shall bear interest at a rate per annum equal to five percent (5%) more than the Prime Rate on the date of default (and shall fluctuate thereafter as the Prime Rate changes from time to time) and, if not paid within twenty (20) days after the due date, a late charge of five percent (5%) (or such lower interest and late charges as the Board shall determine in its discretion) shall also be due on the outstanding balance, and all costs and expenses incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the Assessment. The Board or its authorized representative shall deliver written notice to the delinquent Lessee not less than thirty (30) days before commencement of any proceedings to enforce such Assessment. The notice shall set forth a demand for payment, and unless such delinquency has been cured in full within said 30-day period, including payment in full of all interest and late charges, enforcement proceedings will commence.

11.3 No Offsets. All Assessments shall be payable in the amounts covered by the particular Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, nonuse or abandonment of a Parcel, nonuse or abandonment of a right to use the Freeway Reader-Board Signs, or a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

11.4 Transfer of Property. After the Permitted Transfer of any Parcel subject to the terms of Lessee's Sublease, the transferring Lessee or Lessees shall not be personally liable for any Assessment levied on its Parcel after the date of such transfer of the leasehold and written notice of such transfer is delivered to the Association. The transferring Lessee(s) shall also remain personally responsible for all Assessments and charges levied on its Parcel prior to any such transfer unless expressly assumed by the successor in title in accordance with Section 10.1. Upon the transfer of a leasehold of any Parcel, the Board, in its discretion, may charge a reasonable transfer assessment to cover administrative costs associated with said transfer of the leasehold.

11.5 Contracts with Lessees. If the Association elects to enter into contracts with Lessees for the performance of special maintenance or other services to that Lessee's Parcel, any fees charged to that Lessee for such services shall be due within twenty (20) days after billing, shall be an Assessment, shall be the Lessee's personal responsibility, and shall be enforceable as provided herein with respect to the Assessments.

ARTICLE XII

DESTRUCTION OF COMMON AREAS AND MULTI-USE DEED RESTRICTION AREAS

12.1 Repair. Within a reasonable time after the damage or destruction of all or any portion of the Common Areas or Multi-Use Deed Restriction Areas (including any Improvements thereto), the Board shall cause the same to be repaired, reconstructed and restored substantially to the same condition as the same existed prior to such damage or destruction.

12.2 Insurance Proceeds Insufficient. If upon such damage or destruction the proceeds of insurance available to the Association are insufficient to cover the cost of repair, reconstruction and

restoration of the damaged or destroyed portions of the Common Areas and Multi-Use Deed Restriction Areas, the Board shall be authorized to specially assess the Members, in the applicable proportions described in Section 10.10, for the additional funds needed pursuant to Section 10.6.

ARTICLE XIII DURATION, MODIFICATION AND TERMINATION

13.1 Duration of Covenants. This Declaration and all covenants, conditions, restrictions and Easements herein shall continue and remain in full force and effect at all times with respect to AutoShow and each part now or hereafter made subject thereto, (subject, however, to the right to amend and terminate as provided in Section 13.2 below) commencing on the date this Declaration is recorded in the Office of the County Recorder of Maricopa County, Arizona and running through _____, 2123.

13.2 Modification or Termination.

13.2.1 Modification. This Declaration may be modified or amended, in whole or in part, with respect to all or any portion of AutoShow, by the terms of a recorded document executed by Declarant alone until the expiration of the Period of Declarant Control. Thereafter, this Declaration may be modified or amended in whole or in part with respect to all or any portion of AutoShow with the consent of Declarant, the Community, and a vote of at least eighty percent (80%) of the memberships in the Association then entitled to vote.

13.2.2 Termination. Following the Period of Declarant's Control, this Declaration may be terminated in whole or in part with respect to all or any portion of AutoShow with the consent of Declarant, the Community, and a vote of at least seventy-five percent (75%) of the memberships in the Association then entitled to vote.

ARTICLE XIV ENFORCEMENT

14.1 Enforcement by Board: Right to Perform.

14.1.1 Failure to Maintain Improvements and Parcels. Upon a Lessee's failure to maintain and repair in accordance with Sections 7.9 and 7.10.3 above, or to perform any other obligations thereunder, the Board shall notify the respective Lessee in writing pursuant to Section 17.7 of such failure. If such failure is not cured by the Lessee within twenty (20) days from the date such notice is given to the Lessee, the Board, or its designated agent or contractors, shall have the right, in addition to the rights conferred under Section 14.2, to enter upon the Parcel for the purpose of maintaining, restoring or repairing said Improvement or Parcel. The costs incurred by the Board in restoring, maintaining or repairing said Improvement or Parcel, together with a charge for the overhead of the Board and the Association in an amount equal to fifteen percent (15%) of such costs, shall be paid by such Lessee as a reimbursement assessment in accordance with Section 10.7 hereof.

14.1.2 Failure to Install Landscaping. If any landscaping has not been installed within the period required in Section 8.7, the Board shall notify the Lessee in writing that the landscaping is to be installed within thirty (30) days from the date of such notice. If the landscaping has not been installed within such additional 30-day period, the Board or its designated agent or contractors shall have the right, in addition to Section 14.2, to enter upon the Parcel for the purpose of installing the approved landscaping. If a landscape plan has not been approved by the Committee,

the Board may cause a plan to be prepared and submitted to the Committee for approval prior to installation. All costs incurred by the Board in preparing a landscape plan and installing such landscaping, together with a charge for the overhead of the Board and the Association in an amount equal to fifteen percent (15%) of such costs, shall be paid by the Lessee as a reimbursement assessment in accordance with Section 10.7 hereof.

14.1.3 Off-Street Parking. Adequate off-street parking shall be provided by each Lessee in accordance with Section 8.1 above. Each Lessee shall be responsible for enforcing the off-street parking requirements with respect to the vehicles of employees, visitors, customers, and invitees and company vehicles of such Lessee's Parcel. If the vehicles of any employee, visitor, customer or business invitee of a Lessee or any company vehicles (including new and used vehicle inventory, display vehicles, rental vehicles, loaner vehicles and service vehicles) are parked on any street, the Board shall have the right, in addition to Section 14.2, to immediately notify the appropriate Community authorities (subjecting the vehicle to tow or fine by the Community) and/or to notify the Lessee in writing pursuant to Section 17.7 that on-street parking is occurring. If on-street parking continues to occur after the date upon which the Board gives such notice to the Lessee, the Board, or its designated agent or contractors, shall have the right (a) to have such vehicles towed at the Lessee's expense, and/or (b) to assess a reasonable fine against said Lessee for each day such on-street parking continues to occur five (5) days after notice is given. All such amounts shall be paid by said Lessee to the Board or to such other person or entity designated by the Board, and shall be paid as a reimbursement assessment in accordance with Section 10.7 hereof.

14.1.4 Other Covenants. Declarant and/or the Board or their duly authorized agents shall have the right, upon violation or breach of any other covenant, restriction or Easement set forth herein, if such violation or breach continues for a period of thirty (30) days after written notice thereof is given to the Lessee, to enter upon the Parcel where such violation or breach exists, and summarily remove, at the expense of the Lessee thereof who shall pay all such expenses within twenty (20) days after demand, any structure, thing or condition that may be or exist thereon in violation of the terms of this Declaration. All costs so incurred by the Board, together with a charge for the overhead of the Board and the Association in an amount equal to fifteen percent (15%) of such costs, shall be paid by the Lessee as a reimbursement assessment in accordance with Section 10.7 hereof.

14.1.5 Inspection Rights. Upon twenty four (24) hours written notice, Declarant and/or members of the Board and Development Committee, or authorized representatives thereof, have the right from time to time, during reasonable hours, to enter upon and inspect any Parcel and the exterior of the Improvements thereon for the purpose of determining whether or not the provisions of this Declaration have been, or are being, complied with, and the exercise of such rights shall not be deemed a trespass upon such Parcel; provided, however, that a Lessee may limit access to certain portions of its Parcel during non-business hours.

14.1.6 Other Enforcement Measures. In addition to other remedies set forth in this Declaration, the Board shall have the right to suspend a defaulting Member's right to vote under Section 4.3 and the Articles and Bylaws during the period of any default following written notice to the Lessee of such suspension and following the expiration of any applicable grace or cure period. The Board shall also have the right to suspend the right of any Member who is in default on any Assessments to use the Freeway Signage during the period of any default following written notice to the Lessee of such suspension and following the expiration of any applicable grace or cure period. If a Lessee is in default on advertising and promotional program assessment, the Board may following

written notice to the Lessee of such suspension and following the expiration of any applicable grace or cure period remove the name of such Lessee (and the names of occupants of such Lessee's Parcel) from any advertising or promotional materials until such Lessee is no longer in default.

14.2 Additional Remedies: Rights of Other Lessees. In addition to the rights and remedies set forth in Article XI and Section 14.1 above, in the event of any breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants, conditions, restrictions and Easements contained in this Declaration by a Lessee or other Person with respect to the Parcel of a Lessee (collectively referred to herein as a "default"), and if the default is not cured within thirty (30) days after written notice describing the default is given to such Lessee by Declarant or the Association (or if any such default is not reasonably capable of being cured within such 30-day period, then if such Lessee has not commenced to cure the default promptly after such notice is given and does not thereafter diligently continue to prosecute such cure to completion), then Declarant, the Association or any Lessee with the right to enforce this Declaration under Section 17.3 below may enforce any one or more of the following rights or remedies in this Section 14.2, or any other rights or remedies available at law or in equity, whether or not set forth in this Declaration. All rights and remedies set forth in this Declaration or available at law or in equity shall be cumulative and not mutually exclusive. Any Lessee shall have the right to demand that the Association deliver a notice of default, so that such Lessee can thereafter undertake enforcement even if the Association chooses not to do so. Any violation of this Declaration by Lessee shall be a default under the Sublease and the Board shall inform the Declarant of a Member's default status.

14.2.1 Damages. Declarant, the Association or any such Lessee may bring a suit for damages arising from or with respect to any such default.

14.2.2 Declaratory Relief. Declarant, the Association or any such Lessee may bring suit for declaratory relief to determine the enforceability of any of the provisions of this Declaration.

14.2.3 Injunctive Relief. Specific Performance. It is recognized that a default hereunder may cause material injury or damage not compensable by an award of money damages and that Declarant, the Association and/or any Lessee shall be entitled to bring an action in equity or otherwise for a specific performance to enforce compliance with this Declaration, or for any injunctive relief to enjoin the continuance of any default or to prevent a default.

14.2.4 Fines. This Subsection 14.2.4 may be enforced only by the Association. Upon a default that is defined in this Section 14.2, the Board may assess fines based on a schedule of fines adopted from time to time by the Board for various types of defaults that may arise under this Declaration, or as the Board may assess fines for defaults not covered by an existing schedule of fines, provided that the Board shall assess a fine that is reasonable and appropriate under the circumstances, and provided further that the assessment of a fine shall be in addition to all other rights and remedies available hereunder.

14.3 Rights of Lenders. No default under or violation of any provision of this Declaration shall defeat or render invalid the lien of any Mortgage, deed of trust or similar instruments encumbering a Sublease securing a loan made in good faith and for value with respect to the development or permanent financing, or any refinancing, of any Parcel or portion thereof, or any Improvement thereon. However, all of the provisions of this Declaration shall be binding upon and effective against any subsequent Lessee of any Parcel or any portion thereof whose title in interest to a Parcel is acquired through a Permitted Transfer under any such Mortgage or similar instrument.

14.4 Attorneys' Fees. In any legal (including arbitration) or equitable proceeding to determine the rights of the parties and/or to enforce or restrain the violation of this Declaration, the losing party or parties, as determined by the court for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties, as fixed by the court or the arbitrator(s) in such proceedings.

14.5 Failure to Enforce Not a Waiver of Rights. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed to be a duty upon Declarant or the Board a duty to take any action to enforce the provisions of this Declaration.

14.6 No Liability Regarding Enforcement. Neither Declarant, the Board or any member thereof, the Committee or any member thereof, nor their successors or assigns (if such Persons have acted in good faith, without willful or intentional misconduct) shall be liable to any Lessee of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in regard to the enforcement or failure to enforce the provisions of this Declaration, or any part hereof. Each Lessee acquiring an interest in AutoShow agrees that it will not bring any action or suit against Declarant, the Board or any member thereof, or the Committee or any member thereof, from time to time, or their successors and assigns to recover any such damages or to seek equitable relief.

ARTICLE XV RESERVED RIGHTS OF DECLARANT

15.1 Right to Use Common Areas to Promote AutoShow. Declarant shall have, and hereby reserves the right to, reasonable use of the Common Areas and services offered by the Association in connection with the promotion and marketing of Parcels within the Property. The rights of Declarant shall include, without limitation, the right (a) to erect and maintain on any part of the Common Areas and on any portion of the Property Owned by Declarant, such Signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper from time to time in connection with the promotion, development and marketing of unoccupied Parcels within AutoShow; and (b) to use vehicles and equipment on any Common Area or any portion of the Property held by Declarant for promotional purposes pertaining to the marketing of the Parcels. The foregoing rights do not include the rights to use the Common Areas in a manner for which a certificate of occupancy has been issued by the applicable governmental authority for any Improvement. In exercising its rights under this Section 15.1, Declarant shall not unreasonably interfere with construction or operation on a Lessee's Parcel.

15.2 Right to Construct Additional Improvements Within Common Areas. Declarant shall have, and hereby reserves the right, to construct additional Improvements within the Common Areas from time to time for the improvement and enhancement of the Common Areas and of AutoShow and for the benefit of the Association and its Members, and the same shall thereafter be maintained by the Association pursuant to Section 7.10.

15.3 Right to Complete Development of AutoShow. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right (a) to subdivide or re-subdivide, or otherwise split or delete any portion of the Property Owned by Declarant or to otherwise complete development of

Parcels Owned by Declarant; (b) to construct or alter Improvements on any portion of the Property Owned by Declarant or held by the Association; (c) to maintain an office for construction, sales, promotion or leasing purposes or other similar facilities on any portion of the Property Owned by Declarant or held by the Association; (d) without the approval of the Association or the Development Committee, to excavate, cut, fill or grade any portion of the Property Owned by Declarant or held by the Association (subject to the provisions of Section 8.9), or to construct, alter, demolish or replace or renovate any Improvements Owned by Declarant or the Association or to alter its construction plans or design or to rezone or amend its master plan or any development documents agreed to by Declarant and the Community, and to permit any activity, use or improvement by Declarant on any portion of the Property Owned by Declarant or the Association (collectively the matters described in this Section being referred to as the "Potential Declarant Changes").

15.4 Right to Approve Conveyance or Change in the Use of Common Areas. During the Period of Declarant Control, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change or alter the use of the Common Areas or use Common Areas other than for the benefit of AutoShow.

15.5 Declarant's Right to Grant Additional Easements. During the Period of Declarant Control, Declarant shall have, and hereby reserves the right to grant or create, temporary or permanent easements from time to time for construction, access, utilities, drainage and other purposes for the development and subleasing of the Parcels in, on, under, over and across any portion of the Property Owned by Declarant or held by the Association, and of the Common Areas.

15.6 Right to Convey Additional Property for Use as Common Area. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to convey additional real property and any Improvements thereon, or grant easements against the Property, then Owned by Declarant to the Association at any time and from time to time for use as Common Areas, and the Association shall be obligated to assume administrative and maintenance responsibilities thereof in accordance with Section 7.10.

15.7 Amending Plat. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to record amendments to any plat from time to time subject to any limitations set forth in this Declaration. Each Lessee of a Parcel (whether conveyed by metes and bounds description prior to the recording of a plat, or as a platted Parcel after the recording thereof) shall promptly upon receipt approve and sign any such plat and shall promptly return the same to Declarant, provided that such plat does not alter the size or configuration of said Lessee's Parcel or access to such Lessee's Parcel or otherwise materially and adversely affect said Lessee's Parcel (including, but not limited to, the cost of constructing Improvements thereon and/or the cost of operating a Permitted Automobile Dealership thereon and therefrom) or such Lessee's rights (including, but not limited to, placing new use restrictions on the Parcel or increasing the relative liability of the Lessee for Assessments).

15.8 Reserved Rights Do Not Create Obligations. Anything in this Article XV to the contrary notwithstanding, the foregoing rights in favor of Declarant shall not in any way be construed as creating any obligation on the part of Declarant to exercise any such rights or to perform any of the activities, construct any Improvements, convey any property or grant any easements referred to in this Article.

ARTICLE XVI

ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned and who possesses the financial capacity to perform such duties. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the County Recorder of Maricopa County, Arizona. Notwithstanding any provision of this Declaration to the contrary, Declarant, upon at least ninety (90) days' notice to the Lessees, may, at any time and from time to time without the consent of the Board or other Lessees, temporarily or permanently relieve itself of all or a portion of its rights and obligations under this Declaration by filing in the Recorder's Office of Maricopa County, Arizona, a notice stating that Declarant has surrendered the rights and obligations specified therein, and upon the recording of such notice, said powers and obligations so specified shall immediately vest in the Board of Directors unless expressly assumed by another Person under such notice.

ARTICLE XVII ADDITIONAL PROVISIONS

17.1 Constructive Notice and Acceptance of Declaration. Every Person who now or hereafter acquires any right, title or interest in or to any portion of the Property or AutoShow is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said AutoShow.

17.2 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the Salt River Pima-Maricopa Indian Community, and to the extent not in conflict therewith, the laws of the State of Arizona. Venue for enforcement hereof shall lie exclusively in Maricopa County, Arizona, and each Person with rights hereunder hereby waives the right to sue or be sued in any other place.

17.3 Mutuality and Reciprocity. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Parcel of AutoShow; shall create mutual, equitable servitudes upon each Parcel of AutoShow in favor of every other Parcel of AutoShow; and shall create reciprocal rights and obligations between the respective Lessees and privity of contract and estate between all grantees of real property in AutoShow, their heirs, successors and assigns.

17.4 Declarant's Disclaimer. Declarant makes no warranties or representations that the plans presently envisioned for the development of AutoShow can or will be carried out, or that any Parcel is or will be developed. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to enforceability. Declarant shall have no liability for the development of AutoShow or the enforcement of this Declaration.

17.5 Headings. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

17.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the same shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired and in full force and effect.

17.7 Notices.

17.7.1 To Declarant or Committee. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered, given to or received by Declarant or the Committee, as the case may be (a) when personally delivered (which may include delivery by courier), or (b) four (4) business days after being mailed by certified or registered mail, postage prepaid; in either case to Declarant or the Development Committee at the following address:

If to Declarant
or the Committee: Salt River AutoShow LLC
10005 E. Osborn Road
Scottsdale, AZ 85256
Attention: Bryan D. Meyers, Chairman

Copies to: Salt River Pima-Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, AZ 85256
Attention: Christi Andrews, Community Development Director
Jennifer K. Giff, General Counsel

Declarant or the Development Committee may change its address by (a) giving notice to the Board at the principal office of the Association, or (b) recording a Notice of Change of Address in the Office of the County Recorder of Maricopa County, Arizona, and giving a copy of such notice to all Lessees as provided herein.

17.7.2 To Lessees. A notice to any Lessee shall be deemed duly given, delivered and received (a) when personally delivered (which may include delivery by courier), or (b) four (4) business days after mailing by certified or registered mail, postage prepaid; in either case to the address of the Lessee's Parcel or to such other address as the Lessee has specified in writing to the Association.

17.8 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and shall constitute a part of this Declaration.

17.9 Requirements of Community. The covenants and restrictions contained herein are in addition to the requirements, codes and ordinances imposed by the Community on AutoShow. In the event of a conflict or inconsistency between the provisions of this Declaration and the requirements, codes or ordinances of the Community applicable to AutoShow, then the more restrictive requirement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

By: Bryan D. Meyers

Its: Chairman

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2024, before me personally appeared Bryan Meyers, who acknowledged himself to be the authorized representative of the Salt River AutoShow, LLC, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, on behalf thereof.

Notary Public

My Commission Expires:

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION OF PROPERTY (OVERALL)

Development Site Legal Description

A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY BEING PART OF BIA TRACT NUMBERS 560 (T), 561-A (T), 561-E, AND T, AND BEING PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, AND ALSO BEING THE NORTHWEST CORNER OF SAID BIA TRACT 560 (T), MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT T, MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, BEARS SOUTH 00°18'23" WEST (**BASIS OF BEARING**), A DISTANCE OF 2,634.57 FEET;

THENCE ALONG THE NORTH LINE OF SAID TRACT 560 (T), NORTH 89°28'40" EAST, A DISTANCE OF 55.01 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD, BEING **THE POINT OF BEGINNING (P.O.B.)**;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°28'40" EAST, A DISTANCE OF 955.21 FEET, TO THE INTERSECTION OF SAID LINE AND THE WEST RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE LOOP 101;

THENCE ALONG SAID WEST LINE, SOUTH 00°09'03" WEST, A DISTANCE OF 1,132.61 FEET, TO AN ANGLE POINT ON SAID WEST LINE;

THENCE SOUTH 03°33'35" WEST, A DISTANCE OF 1,377.57 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE SOUTH 41°55'19" WEST, A DISTANCE OF 87.49 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF INDIAN SCHOOL ROAD, SOUTH 86°45'35" WEST, A DISTANCE OF 200.25 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE SOUTH 89°35'36" WEST, A DISTANCE OF 572.08 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE NORTH 45°03'15" WEST, A DISTANCE OF 70.27 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD, NORTH 00°18'23" EAST, A DISTANCE OF 2,529.68 FEET, TO **THE POINT OF BEGINNING**.

SAID PARCEL BEING 2,406,743 SQUARE FEET OR 55.2512 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

BIA Tract 560 (T) Description (SRAL 56010)

A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY BEING PART OF BIA TRACT NUMBER 560 (T) AND BEING PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, AND ALSO BEING THE NORTHWEST CORNER OF SAID BIA TRACT 560 (T), MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, AND ALSO BEING THE SOUTHWEST CORNER OF TRACT T, MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, BEARS SOUTH 00°18'23" WEST (BASIS OF BEARING), A DISTANCE OF 2,634.57 FEET;

THENCE ALONG THE NORTH LINE OF SAID TRACT 560 (T), NORTH 89°28'40" EAST, A DISTANCE OF 55.01 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD, BEING THE POINT OF BEGINNING (P.O.B.);

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°28'40" EAST, A DISTANCE OF 955.21 FEET, TO THE INTERSECTION OF SAID LINE AND THE WEST RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE LOOP 101;

THENCE ALONG SAID WEST LINE, SOUTH 00°09'03" WEST, A DISTANCE OF 658.81 FEET, TO THE INTERSECTION OF SAID LINE AND THE SOUTH LINE OF SAID TRACT 560 (T);

THENCE ALONG SAID SOUTH LINE, SOUTH 89°28'59" WEST, A DISTANCE OF 957.00 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE ALONG SAID EAST LINE, NORTH 00°18'23" EAST, A DISTANCE OF 658.75 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL BEING 629,809 SQUARE FEET OR 14.4584 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

BIA Tract 561-A (T) Description (SRAL 56121)

A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY BEING PART OF BIA TRACT NUMBER 561-A (T) AND BEING PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, AND ALSO BEING THE NORTHWEST CORER OF BIA TRACT 560 (T), MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, AND ALSO BEING THE SOUTHWEST CORNER OF TRACT T, MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, BEARS SOUTH 00°18'23" WEST (**BASIS OF BEARING**), A DISTANCE OF 2,634.57 FEET;

THENCE ALONG THE NORTH LINE OF SAID TRACT 560 (T), NORTH 89°28'40" EAST, A DISTANCE OF 55.01 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE ALONG SAID EAST LINE, SOUTH 00°18'23" WEST, A DISTANCE OF 658.75 FEET, TO THE INTERSECTION OF SAID LINE AND THE SOUTH LINE OF SAID TRACT, BEING THE **POINT OF BEGINNING (P.O.B.)**;

THENCE ALONG SAID SOUTH LINE, ALSO BEING THE NORTH LINE OF SAID TRACT 561-A (T), NORTH 89°28'59" EAST, A DISTANCE OF 651.01 FEET, TO THE NORTHEAST CORNER OF SAID TRACT 561-A (T);

THENCE ALONG THE EAST LINE OF SAID TRACT, SOUTH 00°13'40" WEST, A DISTANCE OF 658.79 FEET, TO THE SOUTHEAST CORNER;

THENCE ALONG THE SOUTH LINE, SOUTH 89°29'19" WEST, A DISTANCE OF 651.91 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WY LINE OF PIMA ROAD;

THENCE ALONG SAID EAST LINE, NORTH 00°18'23" EAST, A DISTANCE OF 658.74 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL BEING 429,119 SQUARE FEET OR 9.8512 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

BIA Tract 561-E Description (SRAL 56120)

A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY BEING PART OF BIA TRACT NUMBER 561-E AND BEING PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, AND ALSO BEING THE NORTHWEST CORNER OF BIA TRACT 560 (T), MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, AND ALSO BEING THE SOUTHWEST CORNER OF TRACT T, MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, BEARS SOUTH 00°18'23" WEST (BASIS OF BEARING), A DISTANCE OF 2,634.57 FEET;

THENCE ALONG THE NORTH LINE OF SAID TRACT 560 (T), NORTH 89°28'40" EAST, A DISTANCE OF 55.01 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE ALONG SAID EAST LINE, SOUTH 00°18'23" WEST, A DISTANCE OF 658.75 FEET, TO THE INTERSECTION OF SAID LINE AND THE NORTH LINE OF SAID TRACT 561-A (T);

THENCE ALONG SAID NORTH LINE, NORTH 89°28'59" EAST, A DISTANCE OF 651.01 FEET, TO THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING THE NORTHWEST CORNER OF TRACT 561-E AND THE POINT OF BEGINNING (P.O.B.);

THENCE ALONG THE NORTH LINE OF SAID TRACT 561-E, NORTH 89°28'59" EAST, A DISTANCE OF 305.99 FEET, TO THE INTERSECTION OF SAID LINE AND THE WEST RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE LOOP 101;

THENCE ALONG SAID WEST LINE, SOUTH 00°09'03" WEST, A DISTANCE OF 473.79 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE SOUTH 03°33'35" WEST, A DISTANCE OF 185.48 FEET, TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH LINE OF SAID TRACT 561-E;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°29'19" WEST, A DISTANCE OF 295.85 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT;

THENCE ALONG THE WEST LINE OF SAID TRACT, NORTH 00°13'40" EAST, A DISTANCE OF 658.79 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL BEING 200,844 SQUARE FEET OR 4.6107 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

BIA Tract T Description

A PARCEL LOCATED WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY BEING PART OF BIA TRACT NUMBER T AND BEING PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, AND ALSO BEING THE NORTHWEST CORNER OF BIA TRACT 560 (T), MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, AND ALSO BEING THE SOUTHWEST CORNER OF TRACT T, MARKED BY A 3 INCH CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, BEARS SOUTH 00°18'23" WEST (**BASIS OF BEARING**), A DISTANCE OF 2,634.57 FEET;

THENCE ALONG THE NORTH LINE OF SAID TRACT 560 (T), NORTH 89°28'40" EAST, A DISTANCE OF 55.01 FEET, TO THE INTERSECTION OF SAID LINE AND THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD;

THENCE ALONG SAID EAST LINE, SOUTH 00°18'23" WEST, A DISTANCE OF 1,317.49 FEET, TO THE INTERSECTION OF SAID LINE AND THE NORTH LINE OF SAID TRACT T, BEING THE **POINT OF BEGINNING (P.O.B.)**;

THENCE ALONG SAID NORTH LINE, NORTH 89°29'19" EAST, A DISTANCE OF 947.76 FEET, TO THE INTERSECTION OF SAID LINE AND THE WEST RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE LOOP 101;

THENCE ALONG SAID WEST LINE, SOUTH 03°33'35" WEST, A DISTANCE OF 1,192.09 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE SOUTH 41°55'19" WEST, A DISTANCE OF 87.49 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF INDIAN SCHOOL ROAD, SOUTH 86°45'35" WEST, A DISTANCE OF 200.25 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE SOUTH 89°35'36" WEST, A DISTANCE OF 572.08 FEET, TO AN ANGLE POINT ON SAID LINE;

THENCE NORTH 45°03'15" WEST, A DISTANCE OF 70.27 FEET, TO AN ANGLE POINT;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PIMA ROAD, NORTH 00°18'23" EAST, A DISTANCE OF 1,212.19 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL BEING 1,146,971 SQUARE FEET OR 26.3308 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

Exhibit B

DEVELOPMENT SITE PLAN

A copy of the Development Site Plan for Scottsdale AutoShow North dated _____ and prepared by Kimley Horn, Exhibit B to this Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North as signed by Declarant, can be obtained from:

Community Development Department Director
Community Development Department, Planning Services Division
Salt River Pima-Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, AZ 85256

Exhibit B-1

COMMON AREAS AND MULTI-USE DEED RESTRICTION AREAS MAP

A copy of the Common Areas and Multi-Use Deed Restriction Areas Map dated _____ and prepared by Kimley Horn, Exhibit B-1 to this Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North as signed by Declarant, can be obtained from:

Community Development Department Director
Community Development Department, Planning Services Division
Salt River Pima-Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, AZ 85256

Exhibit C

LIMITED WAIVER OF SOVEREIGN IMMUNITY OF AUTOSHOW LLC

A copy of Salt River AutoShow LLC resolution SRAS-____-____ A RESOLUTION APPROVING THE FORMATION OF SCOTTSDALE AUTOSHOW NORTH DEALERS ASSOCIATION AND THE RECORDATION OF A DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SCOTTSDALE AUTOSHOW NORTH WHICH INCLUDES A LIMITED WAIVER OF SOVEREIGN IMMUNITY approved _____, Exhibit C to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North as signed by Declarant, can be obtained from:

Community Development Department Director
Community Development Department, Planning Services Division
Salt River Pima-Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, AZ 85256

Exhibit D

DESIGN GUIDELINES

A copy of the _____ Scottsdale AutoShow North and Salt River Design Guidelines prepared by Kimley Horn, Exhibit D to this Declaration of Covenants, Conditions, Restrictions and Easements for Scottsdale AutoShow North as signed by Declarant, can be obtained from:

Community Development Department Director
Community Development Department, Planning Services Division
Salt River Pima-Maricopa Indian Community³
10005 E. Osborn Road
Scottsdale, AZ 85256

Exhibit E

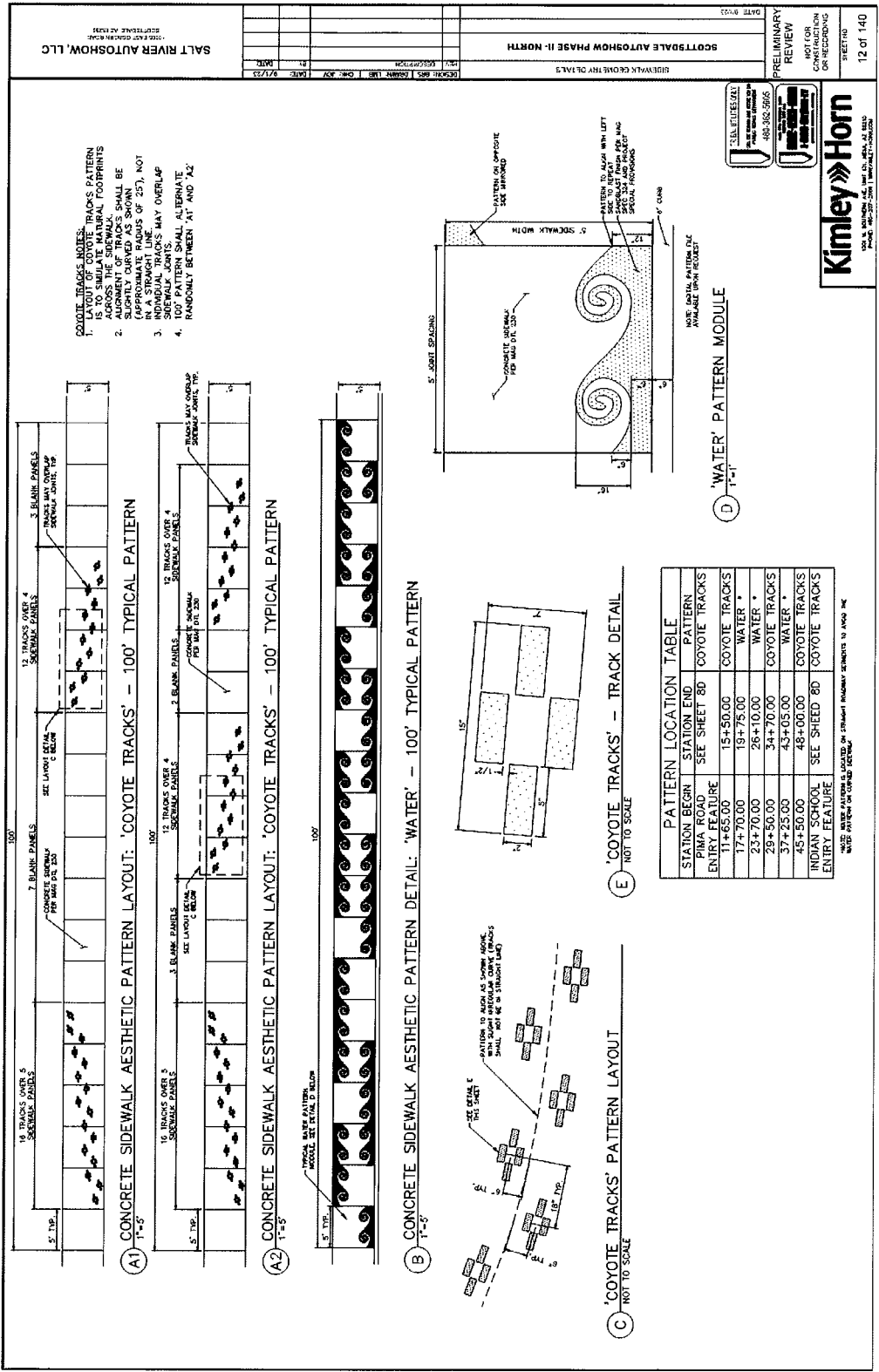
MEMBERSHIPS ATTRIBUTABLE TO PARCELS

Parcel	Net Acres	Memberships
A	4.7	5
B	4.7	5
C	4.5	5
D	4.5	5
E	14.0	14
F	6.0	6
G	5.7	6
H	4.8	5

Total Net Acres = 48.9

Total Memberships = 51







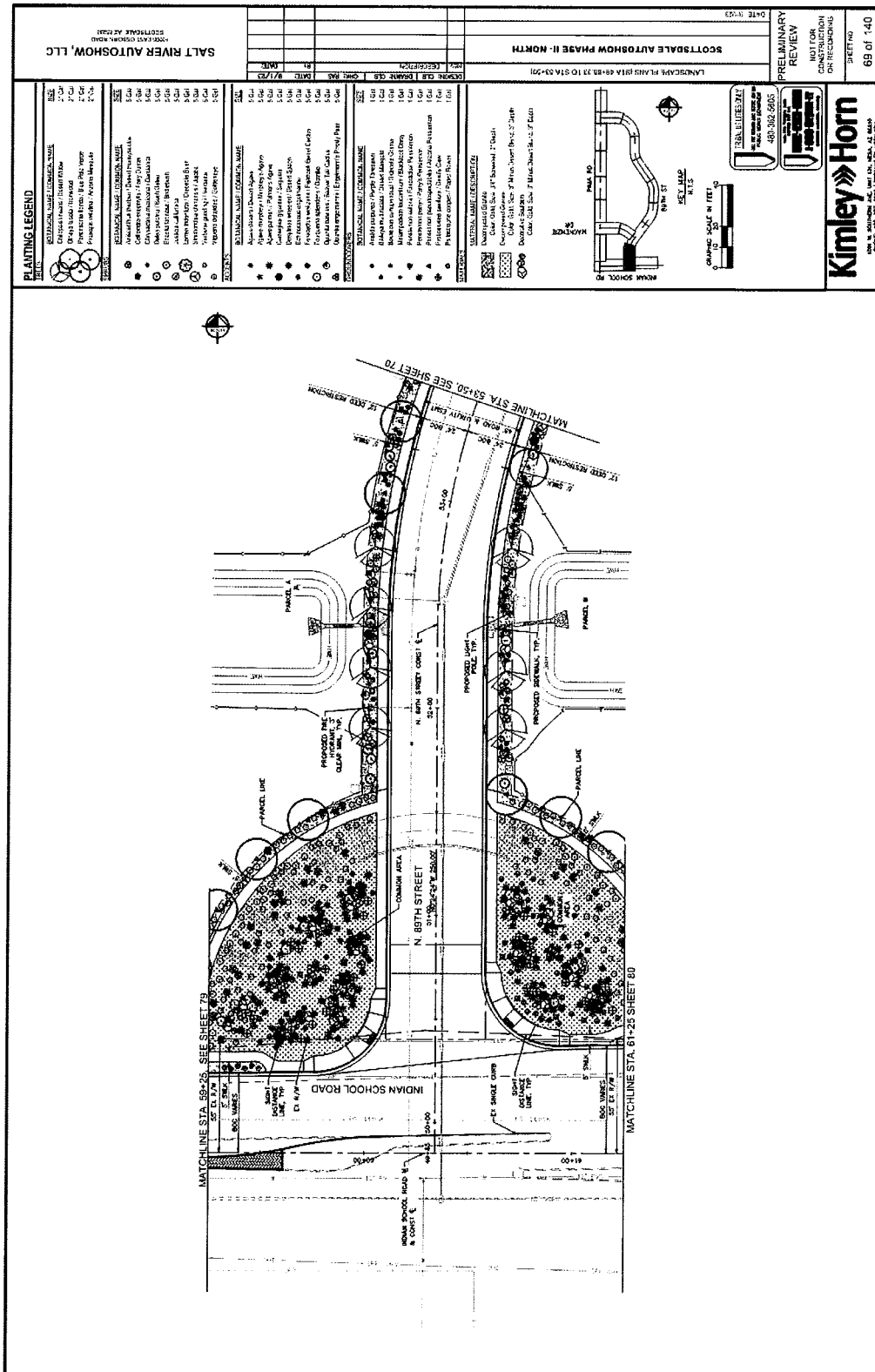
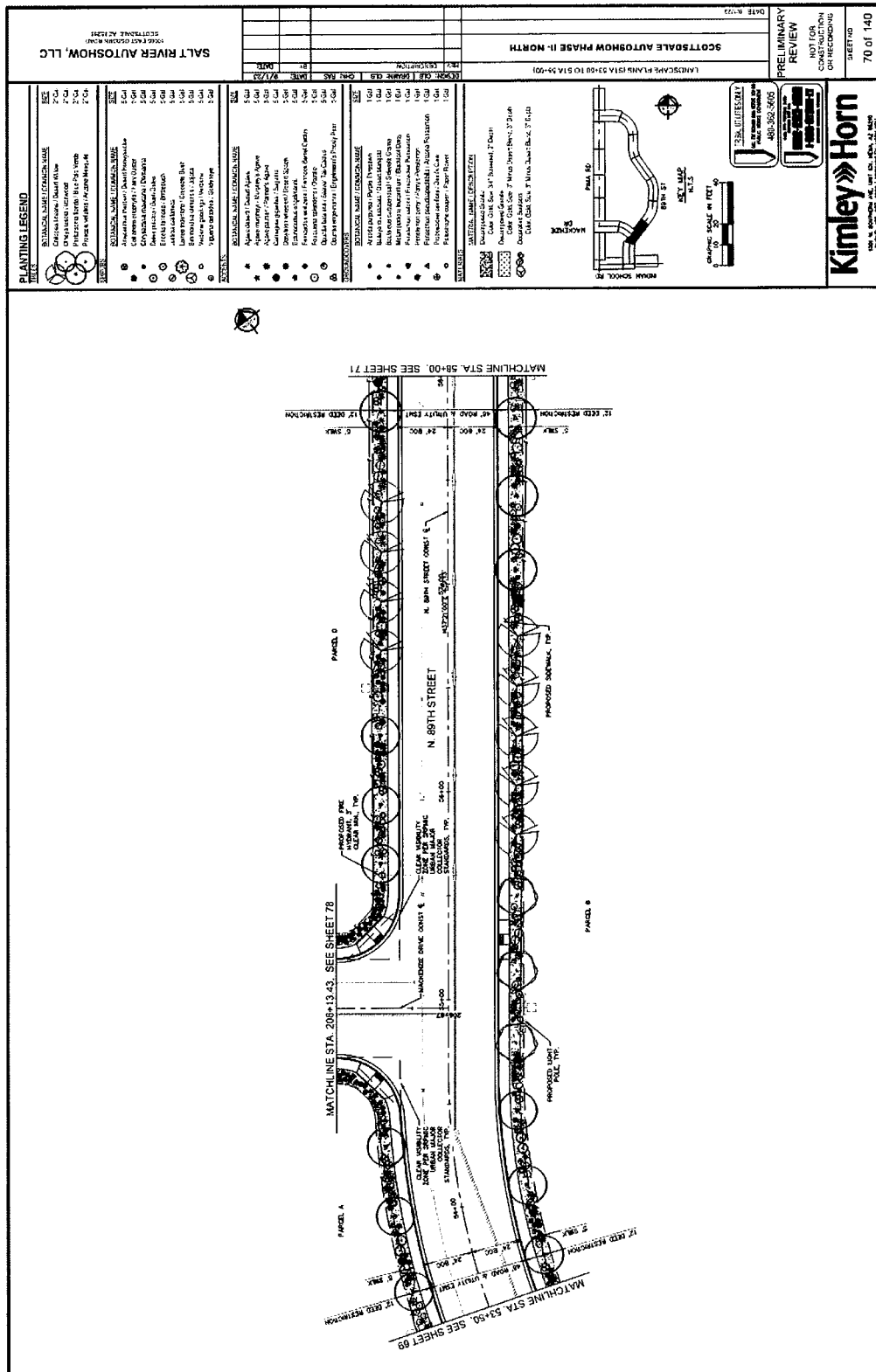
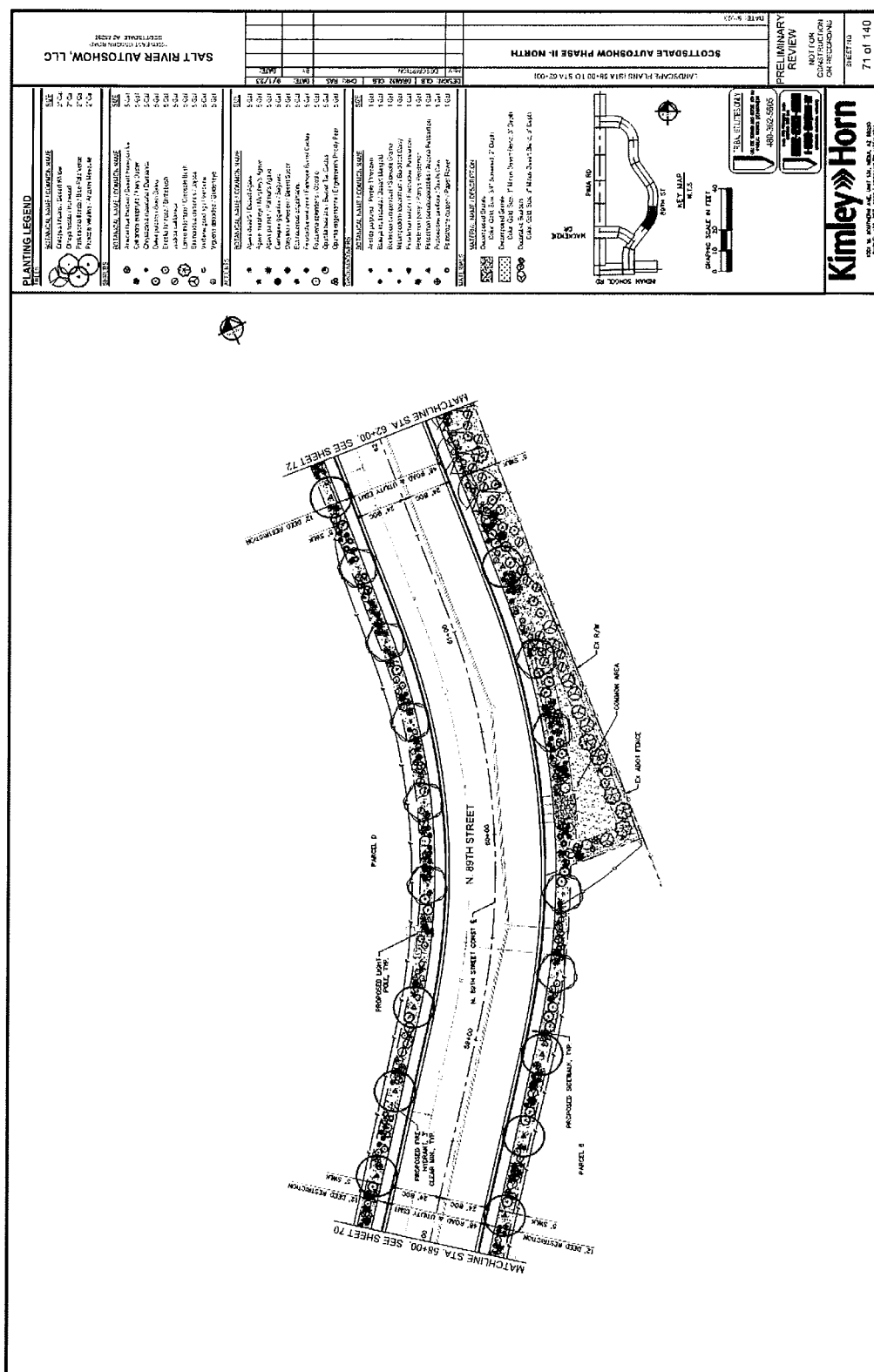
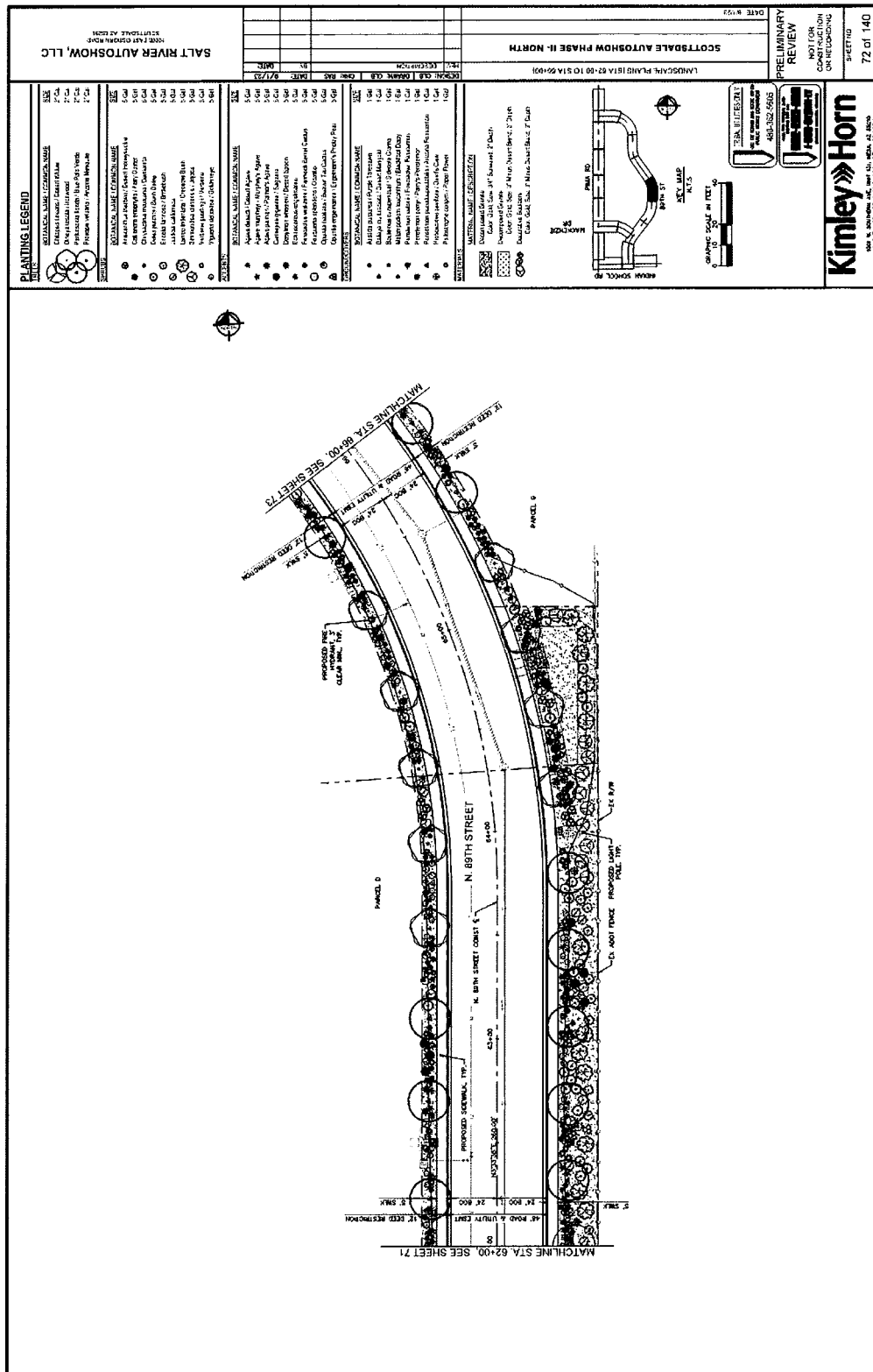
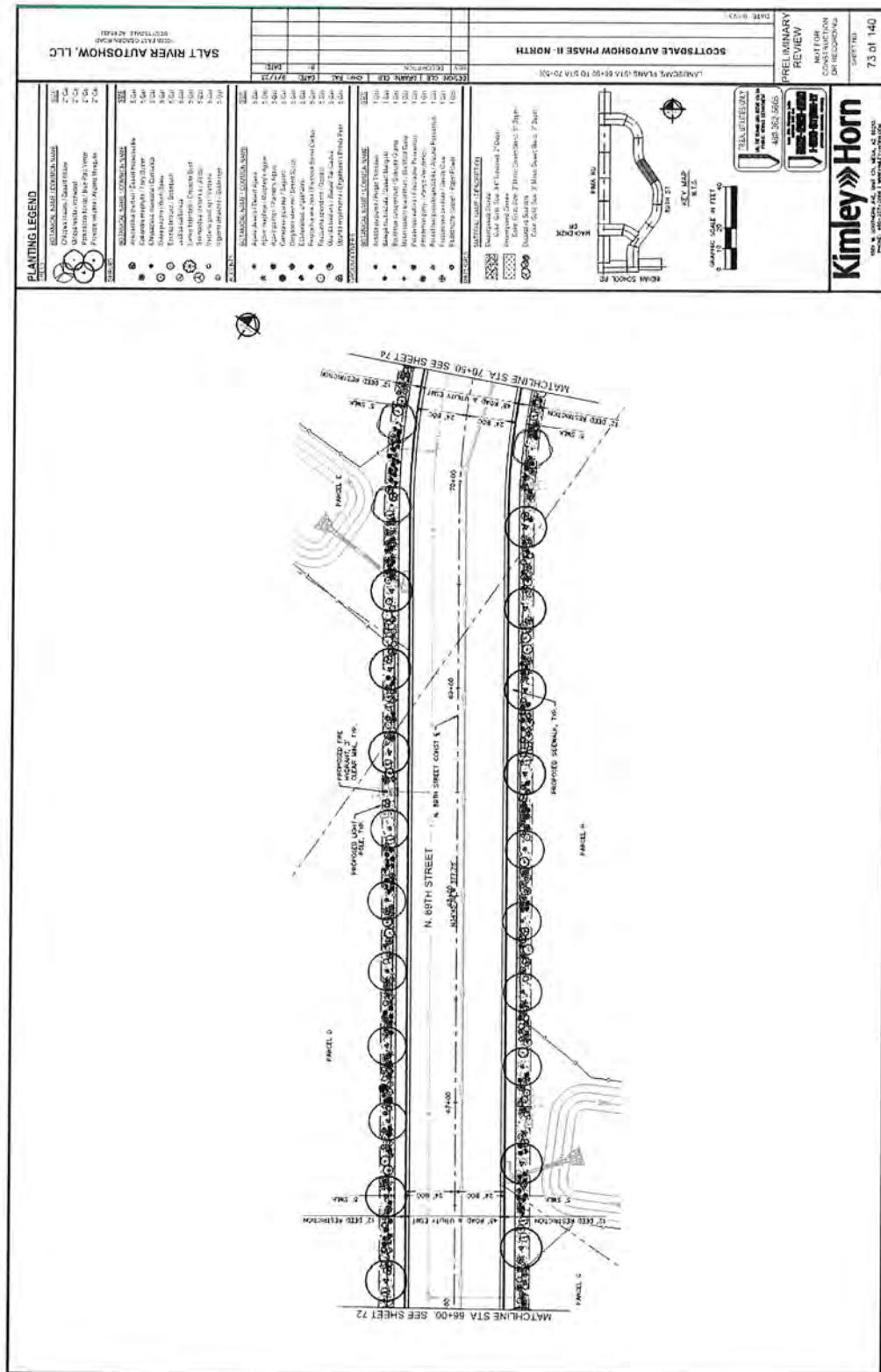


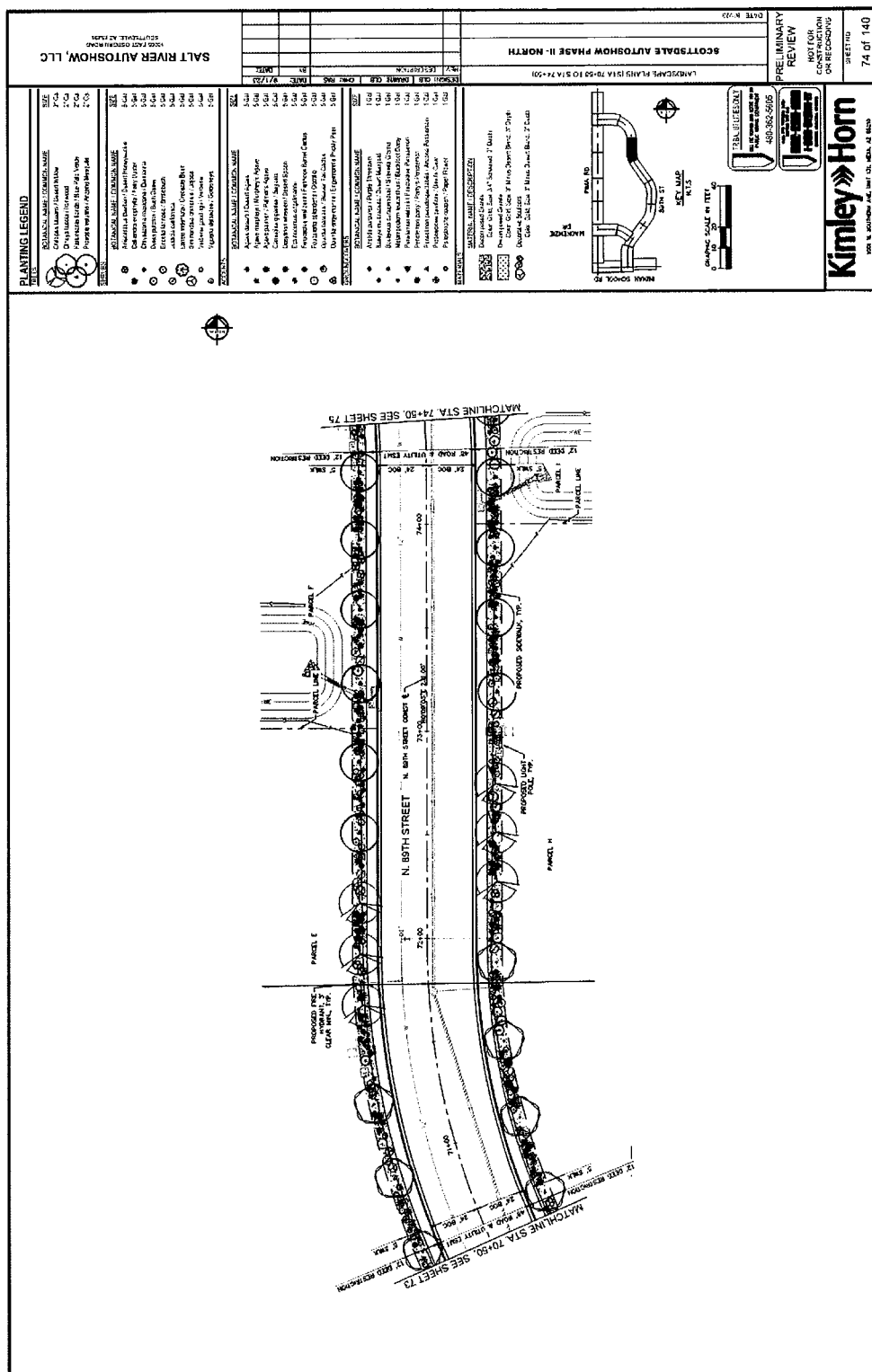
EXHIBIT F











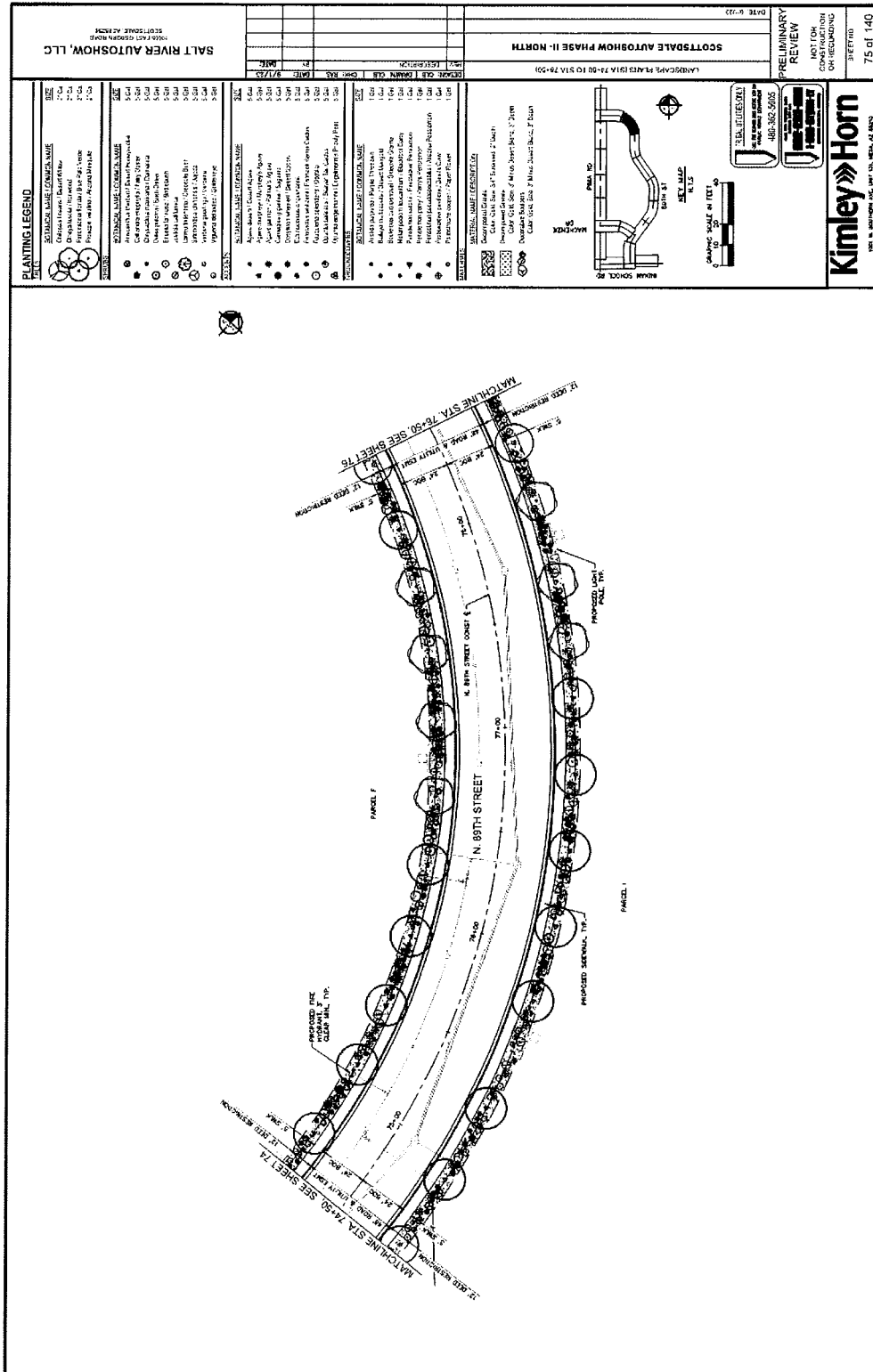


EXHIBIT F

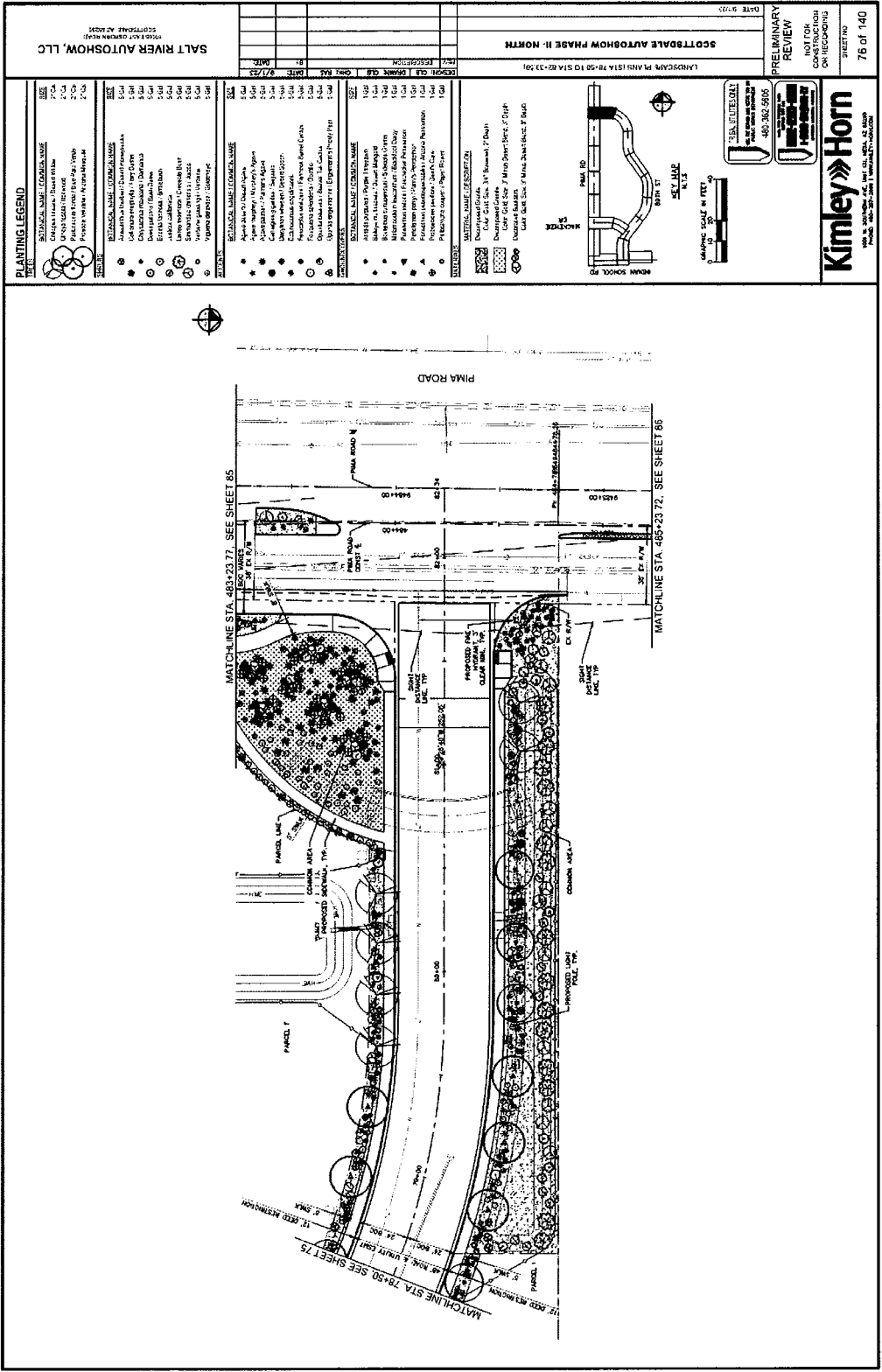
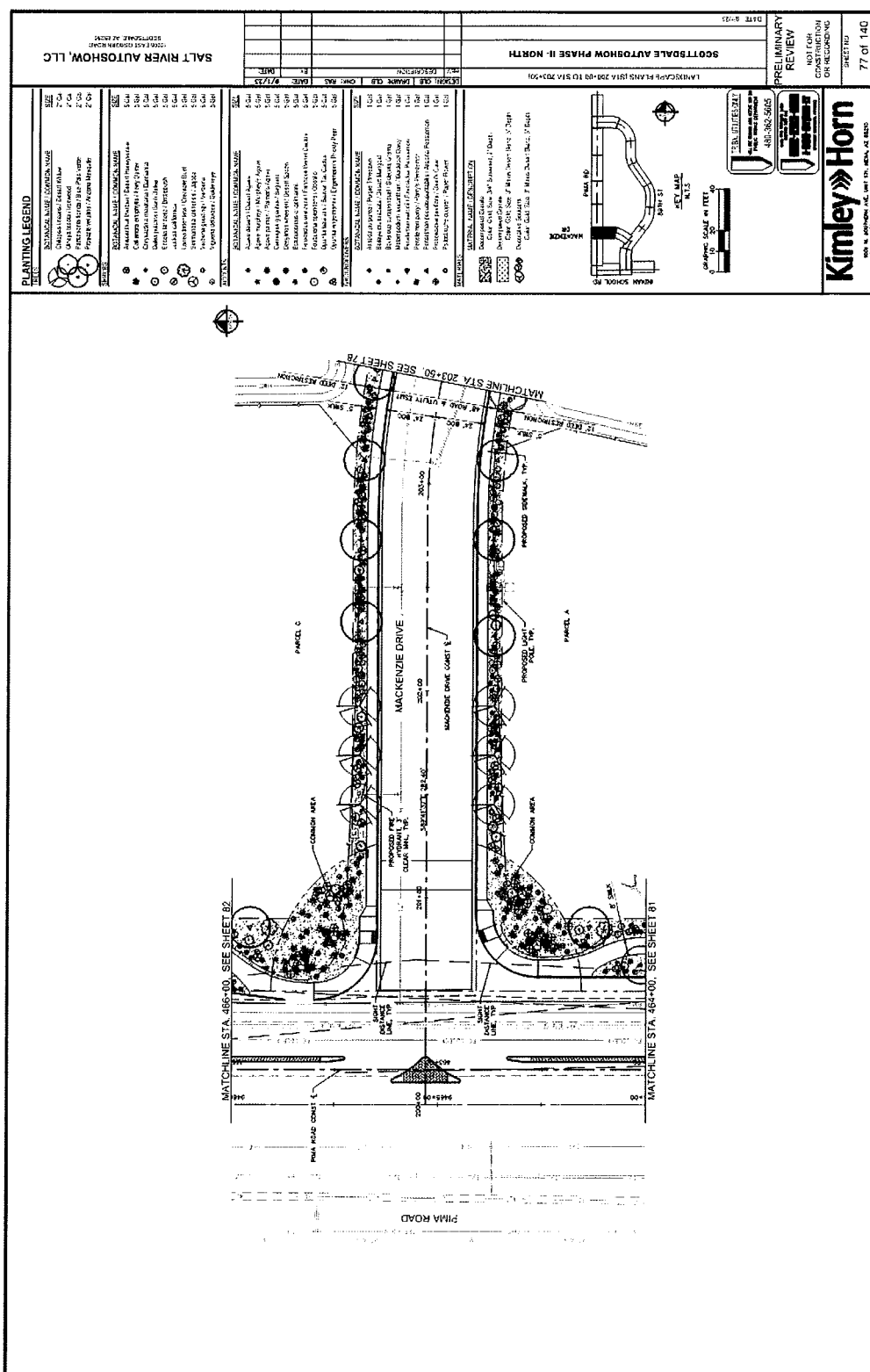
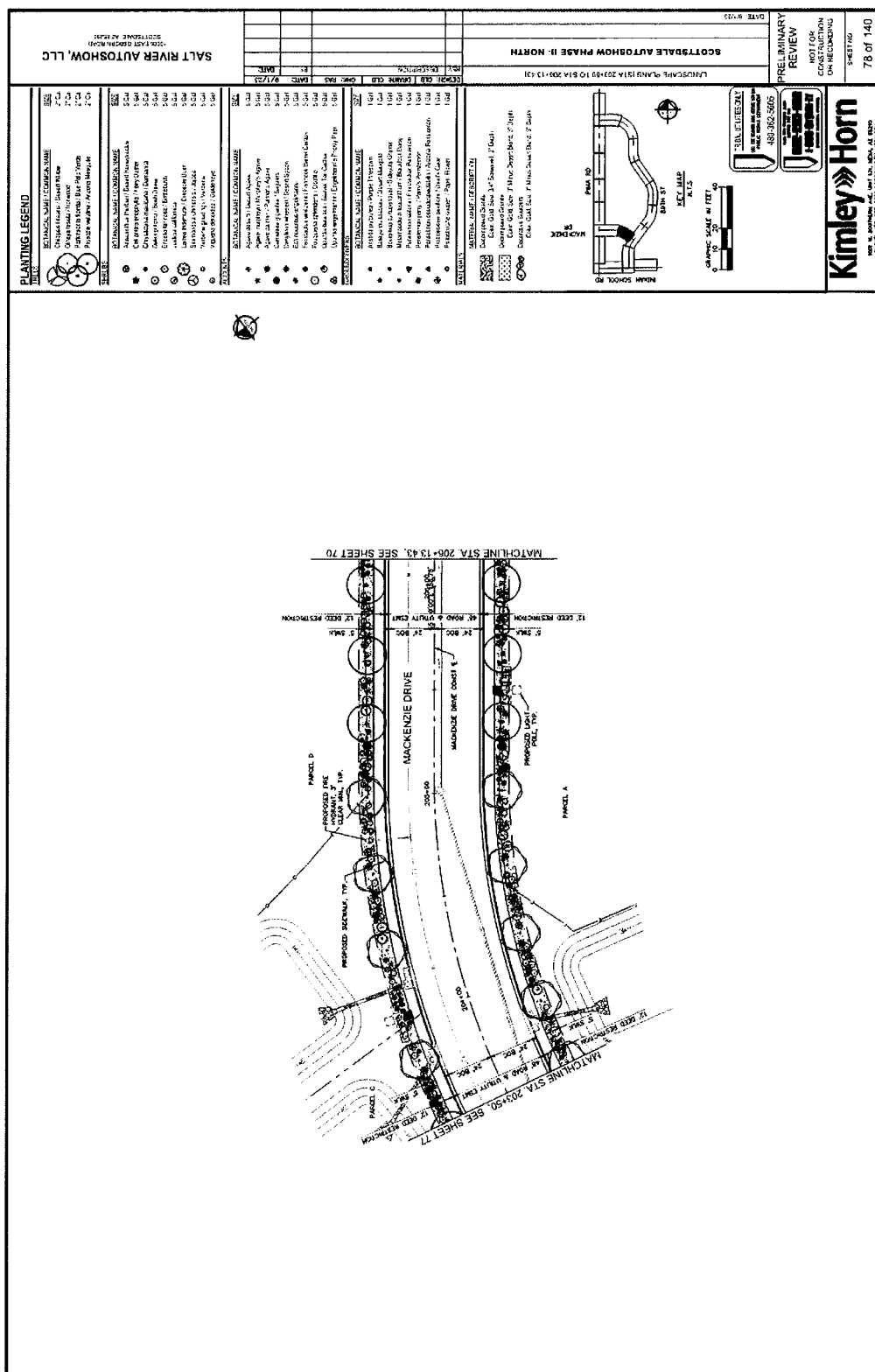
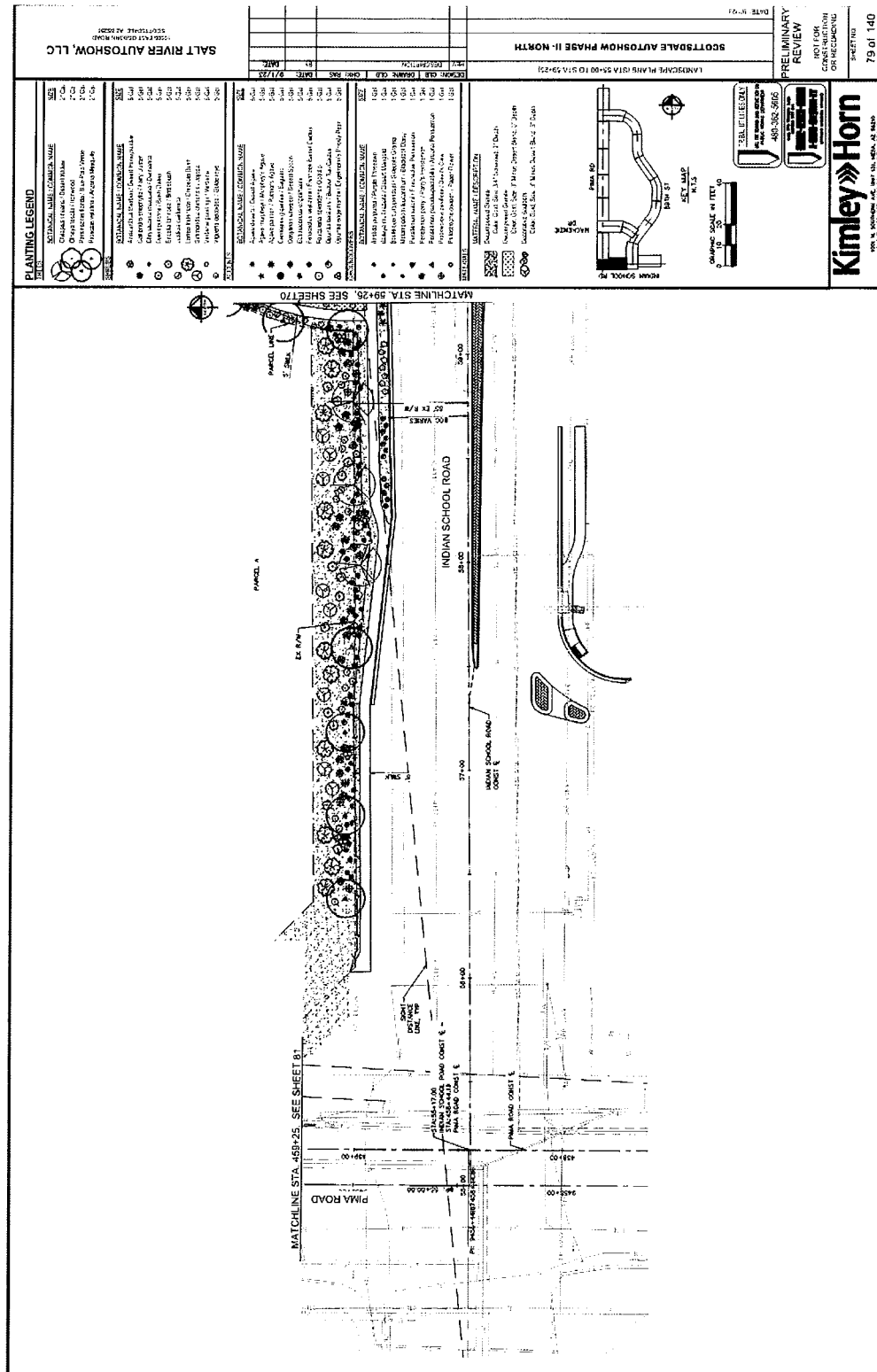
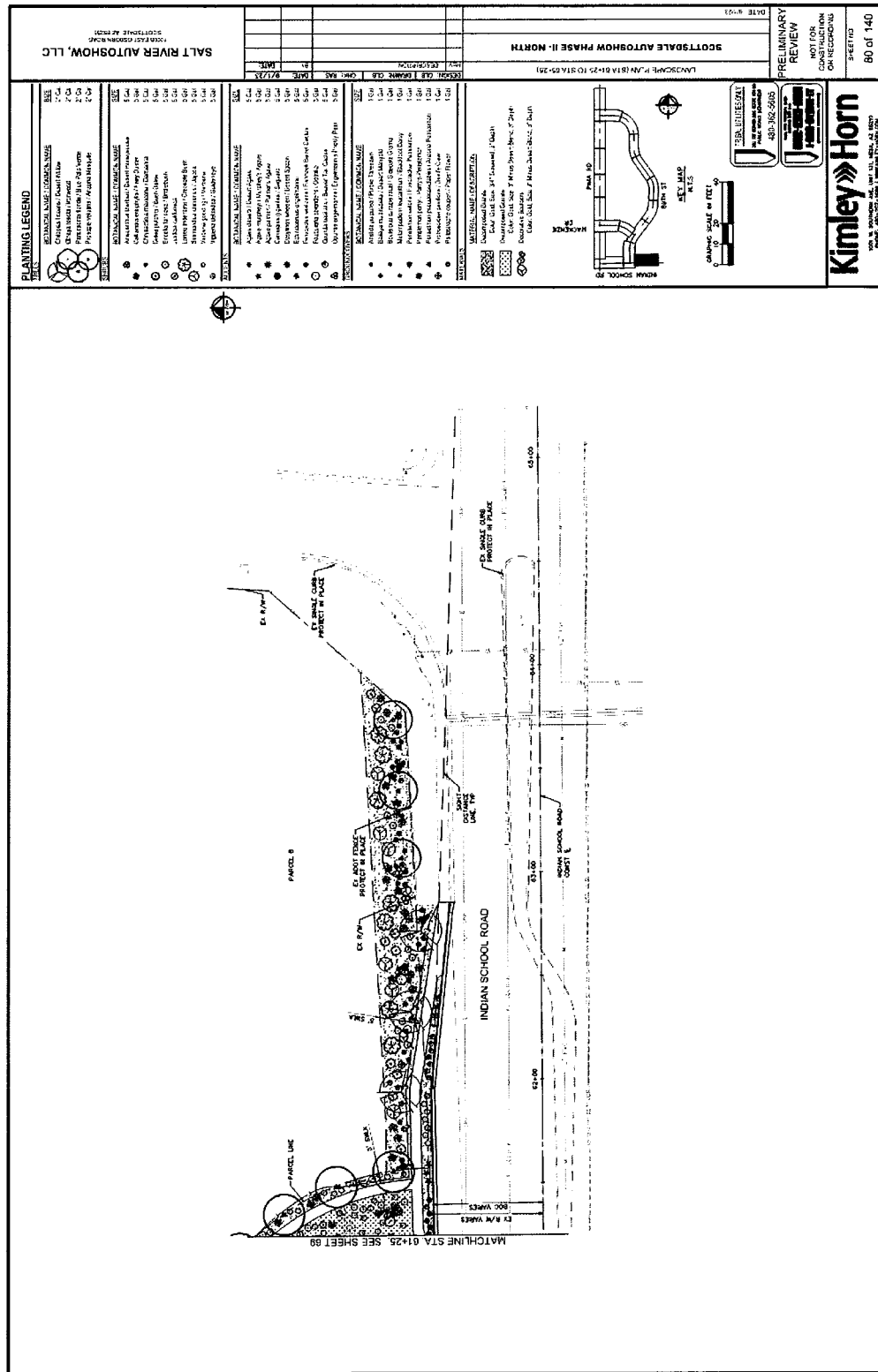


EXHIBIT F











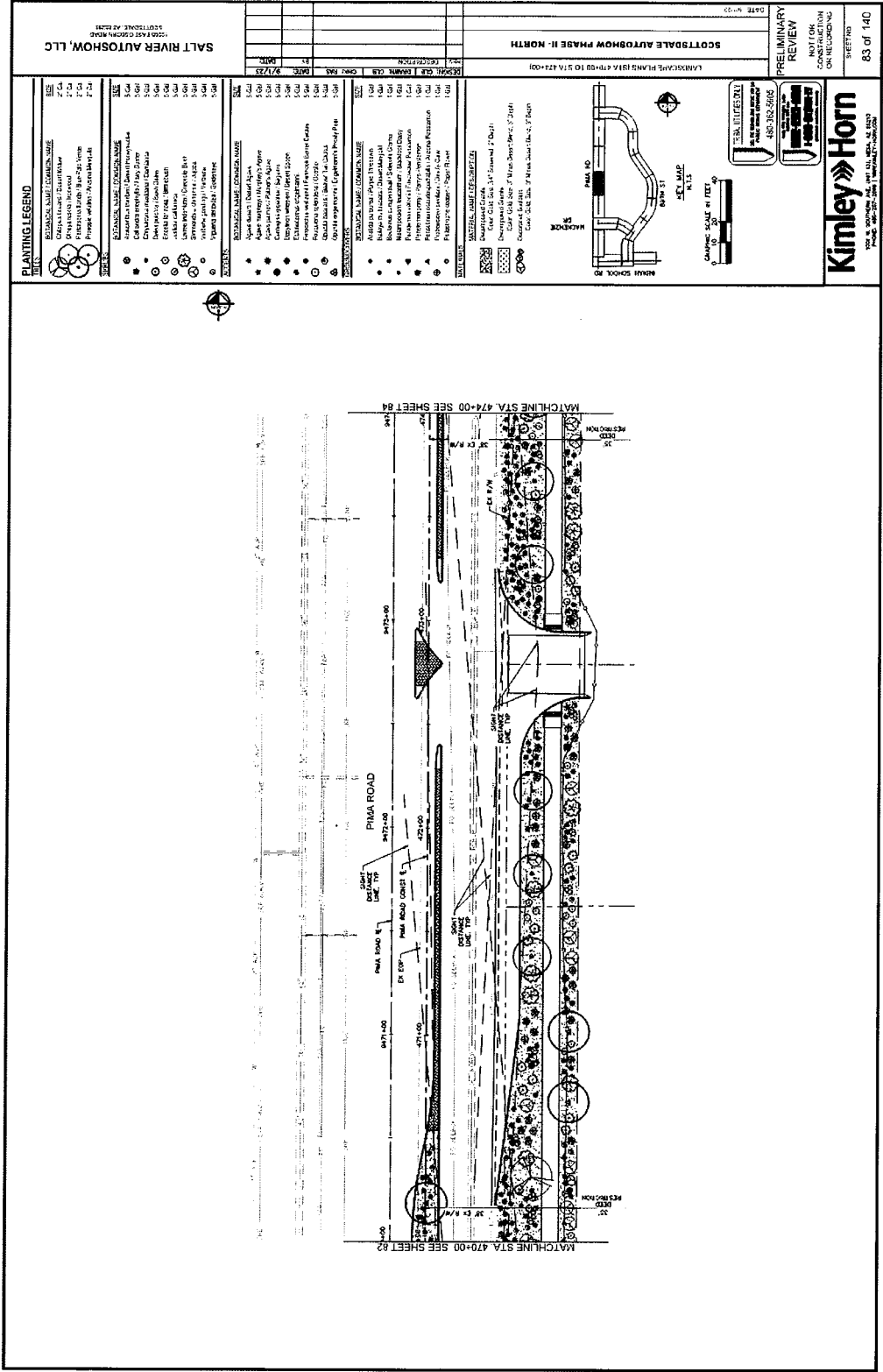


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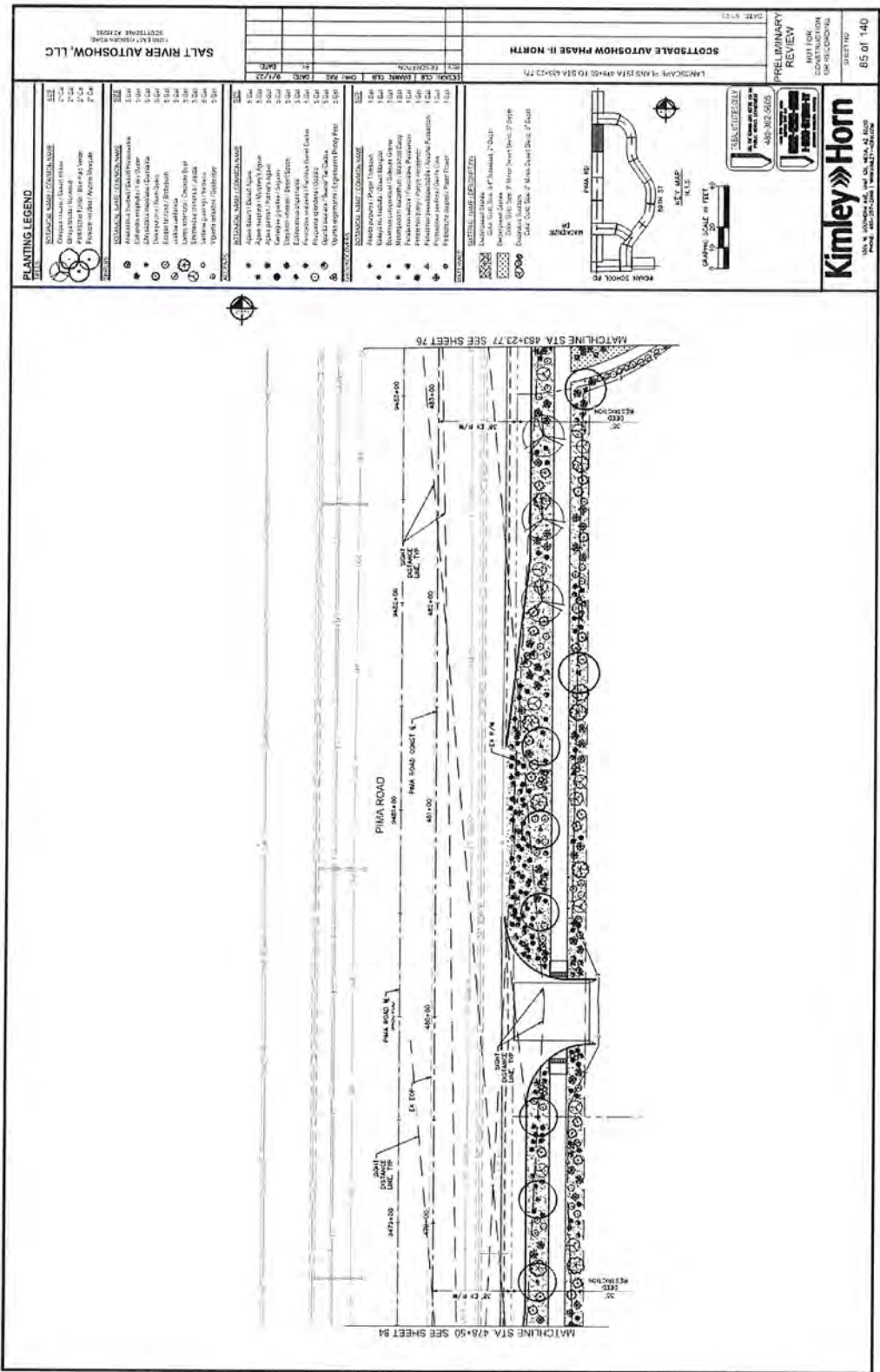


EXHIBIT F

