

Please record and return to:

Voyager At Juniper Ridge, LLC
8701 S. Kolb Road
Tucson, Arizona 85706

2/3

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made hereinafter by VOYAGER AT JUNIPER RIDGE, LLC, an Arizona limited liability company (hereinafter "the Declarant").

BACKGROUND:

A. This is an amendment to the Declaration of Covenants, Conditions and Restrictions Recorded in the office of the Navajo County Recorder on September 24, 1985 in Docket Number 797, Page 823 as amended by a First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on October 4, 1994, in the office of the Navajo County Recorder in Docket Number 1206, Page 502; a Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on June 5, 1995, in the office of the Navajo County Recorder in Fee Number 1995-8325; a Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on May 23, 2001, in the office of the Navajo County Recorder in Fee Number 2001-9520; a Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on December 27, 2001, in the office of the Navajo County Recorder in Fee Number 2001-26886; an Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Vehicle Subdivision which was recorded in the office of the Navajo County Arizona Recorder on July 9, 2003 as instrument no. 2003-16513; and a First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Vehicle Subdivision which was recorded in the office of the Navajo County Arizona

Recorder on November 5, 2003 as Fee No. 2003-28567 (collectively, "the Juniper Ridge CC&Rs")

B. Declarant is the "Declarant" named in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Vehicle Subdivision which was recorded in the office of the Navajo County Arizona Recorder on July 9, 2003 as instrument no. 2003-16513.

C. At a duly called meeting of the Members of the Voyager At Juniper Ridge Homeowners Association (the "Association referred to in the Juniper Ridge CC&Rs) which was held on February 17, 2006, two thirds of each Class of Membership approved the following amendments to the Juniper Ridge CC&RS.

D. The written consents of the owners of 2/3 of the Lots within Juniper Ridge as shown on the Plat recorded in Book 15 of Maps at Pages 45-50 of the Navajo County Arizona Recorder's Office (the Juniper Ridge Plat) are attached hereto.

E. This Amendment to Declaration of Covenants, Conditions and Restrictions affects Lots 1-529 and Tract 1 and Tracts 3-16 as shown on the Juniper Ridge Plat.

NOW, THEREFORE, the Declaration is hereby amended in the following respects.

1. The Association is hereby authorized and directed to enter into a Joint Use and Maintenance Agreement pertaining to the Common Areas shown on the Juniper Ridge Plat with the White Mountain Lake Vistas Homeowners Association and Voyager At Juniper Ridge, LLC in the form of Exhibit A attached hereto (the Joint Use Agreement).

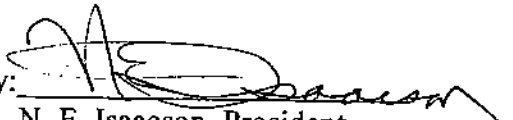
2. In the event of any conflict between the provisions of the Juniper Ridge CC&Rs, as amended, and the provisions of the Joint Use Agreement, the provisions of the Joint Use Agreement shall govern.

3. The Juniper Ridge CC&Rs, as amended by this Amendment to Declaration of Covenants, Conditions, and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Declaration of Covenants, Conditions and Restrictions as of the 17th day of February, 2006.

DECLARANT:

VOYAGER AT JUNIPER
RIDGE, LLC
By its Manager, Voyager Land
Company


By: 
N. E. Isaacson, President

STATE OF ARIZONA)
) ss.
COUNTY OF Pima)

Acknowledged before me this 17th day of February, 2006, by
N.E. Isaacson, the President of Voyager Land Company, as the Manager of
Voyager At Juniper Ridge, LLC on behalf of the limited liability company.



Notary Public

 Notary Public State of Arizona
Pima County
Sue Fuller
Expires August 08, 2008

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Please Record and Return to:

Michael D. Botwin, Esq.
3507 N. Campbell Avenue, Suite 111
Tucson, Arizona 85719

3/3

JOINT USE AND MAINTENANCE AGREEMENT

This agreement made this 17th day of February,
2006, by and between:

VOYAGER AT JUNIPER RIDGE HOMEOWNERS ASSOCIATION, an Arizona
non profit corporation (hereinafter referred to as the Juniper Ridge HOA)

-and-

WHITE MOUNTAIN LAKE VISTAS HOMEOWNERS ASSOCIATION, an
Arizona non profit corporation (hereinafter referred to as the Vistas HOA)

-and-

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee under Trust No.
9162 only and not personally (hereinafter referred to as the First American Trust)

-and-

VOYAGER AT JUNIPER RIDGE, LLC, an Arizona limited liability company
(hereinafter referred to as VJR)

BACKGROUND

A. Juniper Ridge HOA owns Tract 1 and 3 - 16 of Juniper Ridge as shown on the
Plat recorded in Book 15 of Maps at Pages 45-50 of the Navajo County Arizona
Recorder's Office (the Juniper Ridge Plat) and the improvements thereon including
private roads, administrative buildings, and recreational facilities (the Juniper Ridge
Common Areas).

B. The Juniper Ridge Common Areas are subject to a Declaration of Covenants,
Conditions and Restrictions Recorded in the office of the Navajo County Recorder on
on September 24, 1985 in Docket Number 797, Page 823 as amended by a First

Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on October 4, 1994, in the office of the Navajo County Recorder in Docket Number 1206, Page 502; a Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on June 5, 1995, in the office of the Navajo County Recorder in Fee Number 1995-8325; a Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on May 23, 2001, in the office of the Navajo County Recorder in Fee Number 2001-9520; a Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Subdivision was recorded on December 27, 2001, in the office of the Navajo County Recorder in Fee Number 2001-26886; an Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Vehicle Subdivision which was recorded in the office of the Navajo County Arizona Recorder on July 9, 2003 as instrument no. 2003-16513; and a First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Juniper Ridge, a Recreational Vehicle Subdivision which was recorded in the office of the Navajo County Arizona Recorder on November 5, 2003 as Fee No. 2003-28567 (collectively, "the Juniper Ridge CC&Rs"). The Members of the Juniper Ridge HOA are the owners of the 529 Lots shown on the Juniper Ridge Plat.

C. The First American Trust owns Tracts A through J of White Mountain Lake Vistas Unit I as shown on the Plat recorded in Book 25 of Maps at Pages 24-25 of the Navajo County Arizona Recorder's Office (the Vistas Unit I Plat) and the improvements thereon including private roads and recreational facilities (the Vistas Common Area).

D. VJR is the sole beneficiary of the First American Trust.

E. The First American Trust and VJR caused a Declaration of Annexation covering all of the property shown on the Vistas Unit I Plat to be recorded in the Office of the Navajo County Recorder on November 15, 2005 as Fee No. 2005-34038 and caused a Withdrawal of Annexation covering the same property to be recorded in the Office of the Navajo County Recorder on _____, 2006 as Fee No. _____ (the Annexation Withdrawal).

F. The Vistas Common Area is subject to a Declaration of Covenants, Conditions and Restrictions Recorded in the office of the Navajo County Recorder on _____, 2006 as Fee No. _____ (the Vistas CC&Rs). The current Members of the Vistas HOA are the owners of the 84 Lots shown on the Vistas Unit I Plat. VJR currently owns (through the First American Trust) all of the 84 Lots shown on the Vistas Unit I Plat.

G. VJR may develop and sell up to an additional 357 Lots on the areas approximately shown on Exhibit A attached hereto as "the Unsubdivided Vistas Parcels". The Unsubdivided Vistas Parcels are more particularly described on Exhibit B attached

hereto. All or portions of the Unsubdivided Vistas Parcels may be annexed into White Mountain Lake Vistas as platting and development of the Unsubdivided Vistas Parcel progresses. Owners of additional platted lots within the Unsubdivided Vistas Parcels will become members of the Vistas HOA upon their annexation into White Mountain Lake Vistas. At full build out, White Mountain Lake Vistas will consist of not more than 441 Lots.

H. The property shown on the Vistas Unit I Plat and the Unsubdivided Vistas Parcels are from time to time collectively referred to as the Vistas Parcels. In no event will more than 441 Lots be developed on the Vistas Parcels.

I. Among the recreational facilities currently located within the Juniper Ridge Common Areas is a 9 hole golf course (the Old Juniper Ridge Golf Course).

J. VJR has completed construction of 5 new Golf Holes on the Vistas Parcels (4 or which are located within the Vistas Common Area and one of which is located on an adjoining portion of the Vistas Parcels) which have been or will be owned by the Vistas HOA (the Completed Vistas Golf Holes).

K. VJR intends to complete the construction, at its sole cost an expense, of an additional 4 golf holes in the locations specified in this agreement on or before June 1, 2007.

L. Juniper Ridge is currently being operated and intends to continue to operate and as 55+ Age Restricted Communities pursuant to the Fair Housing Act amendments of 1988, Public Law 100-340, 42 U.S.C. § 3601 et seq., as amended by the Housing for Older Persons Act of 1995, as further interpreted by Rules and Regulations of the Department of Housing and Urban Development. White Mountain Lake Vistas will be operated as 55+ Age Restricted Communities pursuant to the Fair Housing Act amendments of 1988, Public Law 100-340, 42 U.S.C. § 3601 et seq., as amended by the Housing for Older Persons Act of 1995, as further interpreted by Rules and Regulations of the Department of Housing and Urban Development.

M. The parties have determined that it would be beneficial to the Juniper Ridge HOA and the Vistas HOA and their respective members to operate the 9 new golf holes which have been or will be constructed at the expense of VJR (collectively referred to as the "New 9 Golf Holes") and the existing 9 hole Old Juniper Ridge Golf Course as an integrated 18 hole golf course on the terms and conditions set forth herein.

N. The parties have also determined that it is in their mutual interest to provide for the joint use (and sharing of the cost of owning, operating and maintaining) of other portions of the Juniper Ridge Common Areas on the terms and conditions set forth herein.

O. This Agreement has been authorized by the Juniper Ridge CC&Rs and by the Vistas CC&Rs.

Now therefor, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Completion of 4 Additional Golf Course Holes by VJR. VJR agrees to complete construction of 4 new Golf Holes (the "4 New Unbuilt Holes") on or before June 1, 2007 (so that play on the 4 New Unbuilt Holes can commence no later than June 1, 2007) in the locations specified in paragraph 2 of this Agreement.
2. Locations of 4 New Unbuilt Golf Holes. The exact locations of the 4 New Unbuilt Golf Holes will be determined in accordance with the provisions of this paragraph. Two of the 4 New Unbuilt Holes will be constructed on the Unsubdivided Vistas Parcel in the approximate locations shown on Exhibit A. Two of the 4 New Unbuilt Golf Holes will be constructed on the Juniper Ridge Common Area in the approximate locations shown on Exhibit A. The 7 New Golf Holes which will ultimately be located on the Vistas Parcels will be owned by the Vistas HOA. The 11 Golf Holes which will ultimately be located on the Juniper Common Area will be owned by the Juniper HOA.
3. Easements for Connecting Road. The Juniper Ridge HOA hereby grants VJR and the Vistas HOA a perpetual easement for the construction and maintenance of a connecting road between the Vistas Common Areas and the Juniper Ridge Common Area in the approximate location shown on Exhibit A (the "Connecting Road"). The Connecting Road will be used by Members of the Vistas HOA and their guests and invitees for purposes of pedestrian and vehicular ingress and ingress to and from Juniper Ridge. The Connecting Road will be constructed at the sole cost and expense of VJR and will be maintained at the sole cost and expense of the Vistas HOA.
4. Temporary Construction Easements. The Juniper Ridge HOA hereby grants VJR temporary construction easements to enter on the Juniper Ridge Common Area:
 - (a) for the purpose of constructing the two Unbuilt Golf Holes to be located on the Juniper Common Areas.
 - (b) for the purpose of constructing the Connecting Roadway.
 - (c) for temporary construction access to the Vistas Parcels in the location labeled as "Temporary Construction Access" on Exhibit A.

VJR shall indemnify, defend and hold the Juniper Ridge HOA harmless on account of any loss, cost, damage or expense arising from VJR's entry on the Juniper Ridge Common Areas for the foregoing purposes.

5. Final Legal Descriptions of Easement Areas. VJR shall cause metes and bounds legal descriptions to be prepared by a licensed surveyor or engineer of the a) exact

locations of the 7 New Golf Holes which have been and or will be constructed on the Vistas Parcel and b) the Connecting Road and the parties will cause an amendment to this agreement to be executed and recorded which will limit the easements granted by this agreement to the areas specifically described in such metes and bounds descriptions. The parties shall not unreasonably withhold or delay their respective approvals of such an amendment.

6. Joint Use and Maintenance of 18 Hole Integrated Golf Course.

(a) Golf Course Cross Easement Agreement. The Juniper Ridge HOA hereby grants the Vistas HOA and the Members of the Vistas HOA and their respective successors and assigns a non exclusive license and easement (in common with the Members of the Juniper Ridge HOA) to use the Old Juniper Ridge Golf Course and the 2 Unbuilt Golf Holes to be constructed on the Juniper Common Area upon their completion on the terms and conditions set forth herein. VJR and the Vistas HOA hereby grant the Juniper Ridge HOA, its members, and their successors and assigns a non exclusive license and easement (in common with the Members of the Vistas HOA) to use the 7 Completed Vistas Golf Holes (upon their completion) on the terms and conditions set forth herein. The Old Juniper Ridge Golf Course and the 9 New Golf Holes which have been or will be constructed at VJR's expense are hereinafter from time to time collectively referred to as the 18 Hole Integrated Golf Course.

(b) Operation of 18 Hole Integrated Golf Course. Until the completion of the 4 New Unbuilt Golf Holes, the parties shall cause portions of the Old Juniper Ridge Golf Course and the 5 Completed Vistas Golf Holes to be managed and operated as a 10 hole Golf Course as approximately shown on Exhibit C for the use and benefit of the Members of the Juniper HOA and the Vistas HOA on the terms and conditions set forth herein. Upon the completion of the remaining 4 New Unbuilt Golf Holes, the parties shall cause the 18 Hole Integrated Golf Course to be managed and operated as an integrated 18 hole Golf Course for the use and benefit of the Members of the Juniper HOA and the Vistas HOA and on the terms and conditions set forth herein.

(c) Golf Course Policies and Procedures. All matters pertaining to the use, operation and maintenance of the 18 Hole Integrated Golf Course shall be determined by the parties pursuant to the provisions of this Agreement. In particular:

(d) Golf Course Policy Committee. The Juniper Ridge HOA and the Vistas HOA shall establish a six person Advisory Golf Course Policy Committee. The Juniper Ridge HOA shall appoint three members of the Advisory Golf Course Policy Committee and the Vistas HOA shall appoint three members of the Advisory Golf Course Policy Committee. The Advisory Golf Course Policy Committee shall hold periodic joint meetings to recommend the adoption of policies and procedures for

the use, operation and maintenance of the 18 Hole Integrated Golf Course which policies and procedures shall include:

- (i) Rules and regulations governing the use of the Golf Course by members of the Juniper HOA and the Vistas HOA and their respective guests and invitees including rules and regulations pertaining to greens fees, guest policies, and tee time allocations.
- (ii) the hiring and firing of golf course staff.
- (e) Approval of Golf Course Policies and Procedures by HOAs. All policies and procedures recommended by the Joint Golf Course Committee shall be forwarded to the boards of directors of the Juniper Ridge HOA and the Vistas HOA for approval or other disposition.
- (f) Resolution of Disputes Regarding Golf Course Policy and Procedures. Disputes between the Juniper Ridge HOA and the Vistas HOA concerning the foregoing policies and procedures shall be settled by binding arbitration pursuant to the provisions of paragraph 9 (a).
- (g) Adoption of 18 Hole Integrated Golf Course Annual Budget. The Juniper Ridge HOA and the Vistas HOA shall adopt an annual budget in connection with the ownership and operation of the 18 Hole Integrated Golf Course for each fiscal year of the two Associations.
- (h) Cost and Revenue Sharing Agreement - 18 Hole Integrated Golf Course. The net cost (after taking golf course revenues into account) of owning (including the payment of real estate taxes), operating, insuring, maintaining and repairing the 18 Hole Integrated Golf Course (the Net Integrated Golf Course Costs) shall be shared in the following manner: 50% of the Net Integrated Golf Course Costs shall be paid by the Vistas HOA and 50% of the Net Integrated Golf Course Costs shall be paid by the Juniper Ridge HOA. For purposes of this Agreement, the cost of owning, operating, maintaining and repairing the golf pro shop and the payment of personnel to staff the pro shop ("Pro Shop Costs") shall not be included in the calculation of Net Integrated Golf Course Costs. For purposes of this Agreement Pro Shop Costs shall be allocated between the parties as a Juniper Ridge Net Non Golf Course Common Area Cost in accordance with the provisions of paragraph 7.

7. Joint Use, Maintenance and Operation of other Juniper Ridge Recreational and Administrative Facilities.

- (a) Grant of Easement. The Juniper Ridge HOA hereby grants VJR and the Vistas HOA and its members the non exclusive license and easement to use the private roads within Juniper Ridge in common with the members of the Juniper HOA for the purpose of accessing the Juniper Ridge Recreational and

Administrative Facilities including, but not limited to, the Grand Lodge, the Pro Shop and the 18 Hole Integrated Golf Course and enjoying the use of those Juniper Ridge Recreational and Administrative Facilities in common with the members of the Juniper HOA all subject to such rules, regulations, restrictions and limitations that will apply uniformly to owners of Lots within both Juniper Ridge and the Vistas.

(b) Compliance with Juniper Ridge Rules and Regulations. The use of the portions of the Juniper Ridge Recreational and Administrative Facilities which are not related to the 18 Hole Integrated Golf Course by the members of the Juniper HOA and the Vistas HOA shall be subject to such rules and regulations of uniform applicability to the members of the Juniper Ridge HOA and the Vistas HOA as may be adopted by the Juniper HOA.

(c) Cost and Revenue Sharing Agreement - Non Golf Course. The net cost (net of income generated by non golf related common area user fees which shall be allocated in the same proportion as expenses are allocated pursuant to the provisions of this paragraph 7) of owning, operating, insuring, maintaining and repairing all private roads and recreational and administrative facilities within Juniper Ridge (other than the portions of the Juniper Ridge Common Area on which portions of the 18 Hole Integrated Golf Course are located) are hereinafter referred to as the "Juniper Ridge Net Non Golf Course Common Area Costs". The Juniper Ridge Net Non Golf Course Common Area Costs shall be allocated between the Juniper HOA and the Vistas HOA in the following manner.

(d) Amounts Allocated to Vistas HOA. The Vistas HOA shall pay a portion of the Juniper Ridge Net Non Golf Course Common Area Costs equal to a fraction, the numerator of which will be the number of "Sold" lots within the Vistas and the denominator of which shall be the sum of 529 (the number of lots within Juniper Ridge) plus the number of "Sold" lots within the Vistas. For purposes of this agreement, a Vistas Lot shall be considered "Sold" upon the earlier of the closing of a sale of such Lot to a retail Lot Purchaser by VJR (or VJR's successors and assigns) or the earlier occupancy of a house on that Lot (other than a model home).

(e) Amounts Allocated to Juniper Ridge HOA. The Juniper Ridge HOA shall pay a fraction of Juniper Ridge Net Non Golf Course Common Area Costs equal to a fraction, the numerator of which will be 529 and the denominator of which shall be the sum of 529 (the number of lots within Juniper Ridge) plus the number of "Sold" lots within the Vistas. Except as hereinafter provided, all revenues generated by the Juniper Ridge and Vistas recreational facilities (other than revenues from operation of the 18 Hole Integrated Golf Course) will also be shared in the foregoing manner.

(f) Periodic Adjustments on Account of Number of Sold Vistas Lots. For annual budgeting purposes, the number of Sold Lots within the Vistas shall be determined at the beginning of the fiscal years of each of the two Associations (both of which shall be maintained on a June 30 fiscal year basis) based on prior sales records

and reasonable sales estimates provided by VJR. Adjustments may be made, at the discretion of the parties, based on actual "Sold" Lots within the Vistas not more frequently than quarterly.

(g) Costs Included. The costs referred to in subparagraph (a) shall include the following:

- (i) Salaries and Related Overhead Expenses of Juniper Ridge's Resident Manager, Maintenance Manager, Activity Director, Assistant Activity Director, and Security Personnel and such additional personnel as may subsequently be hired by the Juniper HOA in connection with the operation of the Non Golf portions of the Juniper Ridge Common Areas.
- (ii) Office Supplies, Office Equipment, Equipment Leases, that portion of telephone and postage expenses related to the operation, management and ownership of the Juniper Ridge Non Golf Common Areas.
- (iii) Utility Expenses in connection with the operation of the Non Golf portions of the Juniper Ridge Common Area.
- (iv) Linen Service (for employees of the Juniper Ridge HOA).
- (v) That portion of Juniper Ridge's trash removal expenses reasonably attributable to removal of trash from the Non Golf Juniper Ridge Common Areas (as opposed to the portion of Juniper Ridge Trash Removal services attributable to the domestic trash of members of the Juniper Ridge HOA).
- (vi) House Keeping expenses for cleaning and maintenance of the Juniper Ridge Non Golf Common Areas.
- (vii) Shop Supplies.
- (viii) The cost of repairs and maintenance of the Non Golf Juniper Ridge Common Areas including the private roads within Juniper Ridge, all administrative and recreational buildings, pool, Grand Lodge, etc.
- (ix) The cost of providing utilities to the Non Golf Juniper Ridge Common Areas.
- (x) The cost of maintaining, operating, repairing and replacing vehicles used in connection with the maintenance of the Non Golf Juniper Ridge Common Areas.

(xi) The establishment of reasonable reserves in connection with the Non Golf Juniper Ridge Common Areas including, but not limited to, reserves for maintenance and repair of private streets and common area buildings.

(xii) Real Estate Taxes on Account of Non Golf Juniper Ridge Common Areas.

(xiii) The cost of maintaining liability and casualty insurance on the Non Golf Juniper Ridge Common Areas.

(h) Inclusion of Pro Shop Costs. Anything contained in this paragraph 7 to the contrary notwithstanding, the cost of owning, operating, maintaining and repairing the golf pro shop and the payment of personnel to staff the pro shop ("Pro Shop Costs") shall be deemed to be a Juniper Ridge Net Non Golf Course Common Area Cost.

8. Certain Common Area Costs Not Covered by this Agreement. Anything contained in paragraphs 6 and 7 to the contrary notwithstanding:

(a) The cost of maintaining and repairing the private roads within the Vistas and the Connecting Road shall be born by the Vistas HOA (and its Members).

(b) The Vistas HOA and the Juniper Ridge HOA (and their respective members) shall each be responsible for their own domestic garbage collection costs.

(c) As long as the Juniper Ridge HOA pays for the domestic water and sewer use of its members (as opposed to Lots within the Vistas which will be individually metered), the cost of Juniper Ridge's domestic water and sewer use shall be paid solely by the Juniper HOA (and its members).

9. Arbitration of Certain Disputes. Any disputes between the parties to this agreement regarding i) the adoption or enforcement of golf course policies and procedures in accordance with the provisions of paragraph 6 (e) and (f) (hereinafter referred to as Golf Course Management Disputes); or ii) the designation of items of income and expense as Golf Related to be allocated pursuant to paragraphs 6 or Non Golf Related to be allocated pursuant to paragraph 7 (hereinafter referred to as Designation Disputes); or iii) any other accounting matters concerning items of income and expense collectively totaling less than \$5,000 per year (hereinafter referred to as Minor Accounting Disputes) shall be settled by binding arbitration pursuant to the provisions of this paragraph 9.

(a) Any Golf Course Management Dispute shall be referred to an attorney licensed to practice law in the State of Arizona agreed to by the Juniper HOA and the Vistas HOA. In the event those parties are unable to agree upon an arbitrator, either party shall have the right to apply to the Navajo County Superior Court who

shall appoint an arbitrator to resolve the dispute. The cost of the arbitrator shall be borne equally by the Juniper HOA and the Vistas HOA.

(b) Any Designation Dispute or Minor Accounting Dispute shall be referred to a licensed Certified Public Account practicing in Navajo County agreed to by the Juniper HOA and the Vistas HOA. In the event those parties are unable to agree upon an arbitrator, either party shall have the right to apply to the Navajo County Superior Court who shall appoint an arbitrator to resolve the dispute. The cost of the arbitrator shall be borne equally by the Juniper HOA and the Vistas HOA.

10. Binding Effect; Covenant Running with the Land. This agreement is intended to be, and shall be, a covenant running with the land with respect to the Vistas Common Areas and the Juniper Ridge Common Areas which shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns. With the exception of the temporary construction easements provided for in paragraph 4 (which shall expire upon completion of the construction contemplated by that paragraph), the term of the easements and licenses provided for herein shall be perpetual.

11. Consent to Annexation Withdrawal. The Juniper HOA hereby consents to the recording of the Annexation Withdrawal and acknowledges that it has no interest in any portion of the Vistas Parcels except as expressly set forth herein. The Vistas HOA shall assume all obligations provided for in the Vista Unit I Plat and shall indemnify, defend and hold the Juniper HOA harmless on account of any damage, loss, cost or expense arising from any such obligations.

12. Amendment. This agreement may be amended by the unanimous written approval of VJR (as long as it owns any property within the Vistas Parcel), the Vistas HOA and the Juniper Ridge HOA.

AGREED TO on the dates set forth opposite the signatures below.

JUNIPER RIDGE HOA:

VOYAGER AT JUNIPER RIDGE
HOMEOWNERS ASSOCIATION


Dated: February 17, 2006

By: 

VISTAS HOA:

WHITE MOUNTAIN LAKE VISTAS
HOMEOWNERS ASSOCIATION

Dated: February 17, 2006

By: 

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Notary Public State of Arizona
Pima County
Sue Fuller
Expires August 08, 2006

Acknowledged before me this 17th day of February, 2006, by N. E. Isaacson, as President of Voyager Land Company as Manager of Voyager At Juniper Ridge, LLC, an Arizona limited liability company on behalf of the limited liability company

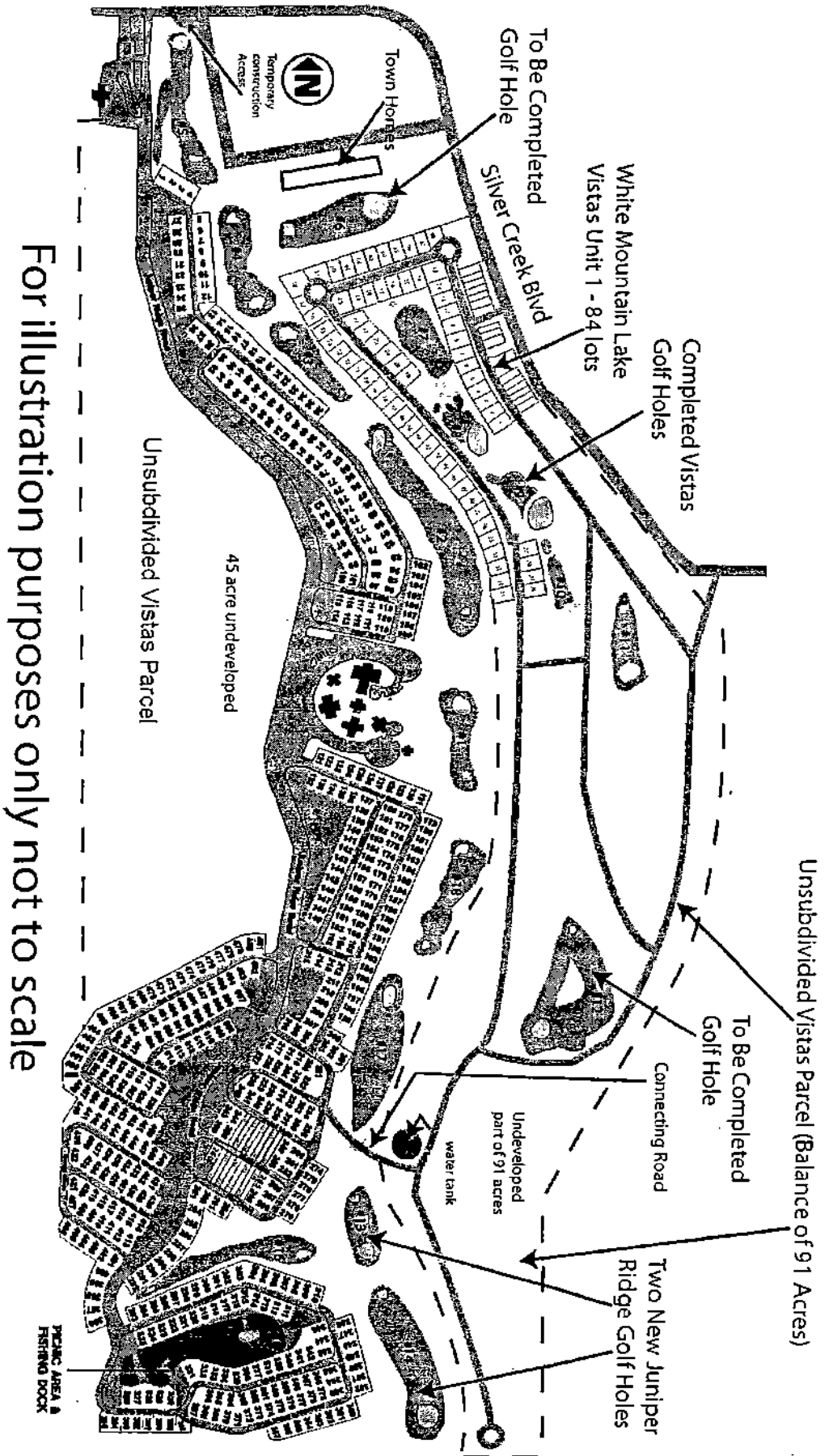
Sue Fuller
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Acknowledged before me this 16th day of February, 2006, by Rachel L. Turnipseed, as a duly authorized Trust Officer of FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee under Trust No. 9162 only and not personally, on behalf of the Trust

Cindy A. Reiche
Notary Public

OFFICIAL SEAL
CINDY A. REICHE
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. Dec. 27, 2006



For illustration purposes only not to scale

Showing Playable Holes June 2007

Exhibit A

EXHIBIT B TO JOINT USE AGREEMENT

PARCEL NO. 1 (91 ACRE PARCEL LESS WHITE MOUNTAIN LAKE VISTAS UNIT I LOTS 1-84 AND TRACTS A-J)

THAT PART OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, SOUTH 89°59'01" EAST, 1443.18 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°59'01" EAST, 720.93 FEET TO THE SOUTHWEST CORNER OF WHITE MOUNTAIN LAKES UNIT NO. 3, RECORDED IN BOOK 9 OF PLATS, PAGE 5, RECORDS OF NAVAJO COUNTY, ARIZONA;
 THENCE ALONG THE WESTERLY LINE OF SAID WHITE MOUNTAIN LAKES UNIT NO. 3, THE FOLLOWING 10 COURSES:
 THENCE NORTH 49°30'00" WEST, 408.06 FEET;
 THENCE NORTH 16°00'00" WEST, 453.81 FEET;
 THENCE NORTH 05°00'00" WEST, 489.33 FEET;
 THENCE NORTH 32°30'00" EAST, 250.00 FEET;
 THENCE EAST, 305.00 FEET;
 THENCE NORTH 72°00'41" EAST, 251.50 FEET;
 THENCE NORTH 23°45'00" EAST, 440.25 FEET;
 THENCE NORTH 05°00'00" EAST, 397.25 FEET;
 THENCE NORTH 32°45'00" EAST, 770.53 FEET;
 THENCE NORTH 203.96 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SILVER CREEK DRIVE AS SHOWN ON PLAT OF WHITE MOUNTAIN LAKES UNIT NO. 8, RECORDED IN BOOK 9 OF PLATS, PAGE 30, RECORDS OF NAVAJO COUNTY, ARIZONA;
 THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID SOUTHERLY LINE AND THE FOLLOWING 6 COURSES:
 WEST, 252.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'00", AN ARC LENGTH OF 447.68 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 42°30'00" WEST, 520.29 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 480.00 FEET;
 THENCE NORTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'00", AN ARC LENGTH OF 108.91 FEET;
 THENCE TANGENT TO LAST SAID CURVE NORTH 29°30'00" WEST, 345.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1040.00 FEET;
 THENCE NORTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 14°30'00", AN ARC LENGTH OF 263.20 FEET;
 THENCE NORTH 15° WEST, 314.88;
 THENCE LEAVING SAID SOUTHERLY LINE SOUTH 75°00'00" WEST, 853.82 FEET TO A POINT ON THE EASTERLY LINE OF JUNIPER RIDGE PHASE I, A 529 RECREATIONAL VEHICLE RESORT, ACCORDING TO BOOK 15 OF PLATS, PAGES 45 THROUGH 50, INCLUSIVE, RECORDS OF SAID COUNTY; SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE,

CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2830.00 FEET, A
 RADIAL AT SAID POINT BEARS NORTH 61°21'25" EAST;
 THENCE ALONG SAID EASTERLY LINE THE FOLLOWING 8 COURSES;
 SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE
 OF 09°20'18", AN ARC LENGTH OF 461.25 FEET;
 THENCE TANGENT TO LAST SAID CURVE SOUTH 37°58'53" EAST, 471.77 FEET
 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY
 AND HAVING A RADIUS OF 1120.00 FEET;
 THENCE SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A
 CENTRAL ANGLE OF 31°57'24", AN ARC LENGTH OF 624.68 FEET;
 THENCE TANGENT TO LAST SAID CURVE SOUTH 06°01'29" EAST, 538.80 FEET
 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND
 HAVING A RADIUS OF 1100.00 FEET;
 THENCE SOUTHERLY ALONG LAST SAID CURVE THROUGH A CENTRAL
 ANGLE OF 30°58'36", AN ARC LENGTH OF 594.71 FEET;
 THENCE TANGENT TO LAST SAID CURVE SOUTH 24°57'07" WEST, 720.55
 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY
 AND HAVING A RADIUS OF 870.00 FEET;
 THENCE SOUTHERLY ALONG LAST SAID CURVE THROUGH A CENTRAL
 ANGLE OF 49°34'53", AN ARC LENGTH OF 752.86 FEET;
 THENCE SOUTH 24°37'46" EAST, 631.48 FEET TO THE TRUE POINT OF
 BEGINNING; AND

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15,
 TOWNSHIP 11 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER BASE
 AND MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AND THE
 SOUTHWEST CORNER OF JUNIPER RIDGE SUBDIVISION AS RECORDED IN
 BOOK 15, PAGES 45 THROUGH 50 OF THE PLATS OF NAVAJO COUNTY, SAID
 CORNER BEING MARKED BY A 5/8" REBAR AND ALUMINUM CAP;
 THENCE SOUTH 89°59'01" EAST ALONG THE SOUTH LINE OF SAID SECTION
 15 AND SUBDIVISION, A DISTANCE OF 1443.09 FEET;
 THENCE NORTH 24°36'02" WEST ALONG SAID SUBDIVISION BOUNDARY, A
 DISTANCE OF 631.48 FEET TO A POINT OF TANGENCY OF A CURVE, SAID
 CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 870.00
 FEET;
 THENCE NORTHEASTERLY AND TO THE RIGHT ALONG SAID CURVE AND
 SUBDIVISION BOUNDARY THROUGH A CENTRAL ANGLE OF 33°50'51", AN
 ARC DISTANCE OF 513.95 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 82°25'01" EAST, A DISTANCE OF 68.61 FEET TO A POINT OF
 TANGENCY OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH
 AND HAVING A RADIUS OF 275.00 FEET;
 THENCE NORTHEASTERLY AND TO THE LEFT THROUGH A CENTRAL
 ANGLE OF 10°19'40", AN ARC LENGTH OF 49.57 FEET;
 THENCE NORTH 87°34'16" EAST, A DISTANCE OF 38.10 FEET TO A POINT OF
 TANGENCY, A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST
 AND HAVING A RADIUS OF 20.00 FEET;
 THENCE NORTHEASTERLY AND TO THE LEFT ALONG SAID CURVE
 THROUGH A CENTRAL ANGLE OF 88°17'10", AN ARC LENGTH OF 30.82 FEET
 TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY AND TO THE RIGHT ALONG SAID CURVE
WHOSE RADIUS IS 1250.00 FEET THROUGH A CENTRAL ANGLE OF 03°20'14",
AN ARC DISTANCE OF 72.81 FEET;

THENCE NORTH 02°37'20" EAST, A DISTANCE OF 27.94 FEET;

THENCE NORTH 87°22'40" WEST, A DISTANCE OF 149.49 FEET TO THE
BOUNDARY LINE OF SAID JUNIPER RIDGE SUBDIVISION AND A POINT ON A
CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A
RADIUS OF 870.00 FEET;

THENCE SOUTHEASTERLY AND TO THE LEFT ALONG SAID SUBDIVISION
BOUNDARY AND CURVE, THROUGH A CENTRAL ANGLE OF 08°00'20", AN
ARC LENGTH OF 121.56 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

LOTS 1-84 AND TRACTS A - J AS SHOWN ON THE PLAT OF WHITE MOUNTAIN LAKE VISTAS UNIT I RECORDED
IN THE OFFICE OF THE NAVAJO COUNTY RECORDER IN BOOK 25 OF MAPS AT PAGES 24-35.

PARCEL NO. 2 (APPROXIMATE 45 ACRE PARCEL)

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 11 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 15, NORTH $00^{\circ}56'19''$ EAST, A DISTANCE OF 1405.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH $89^{\circ}03'41''$ EAST, A DISTANCE OF 25.00 FEET TO AN ANGLE POINT ON THE REAR LOT LINE OF LOT 460 OF JUNIPER RIDGE PHASE I, ACCORDING TO THE PLAT ON RECORD IN THE OFFICE OF THE COUNTY RECORDER OF NAVAJO COUNTY, ARIZONA, RECORDED IN BOOK 15 OF MAPS, PAGES 45-50;

THENCE NORTH $31^{\circ}51'19''$ EAST, ALONG THE REAR LOT LINE OF LOTS 460 THRU 465 OF SAID JUNIPER RIDGE PHASE I, A DISTANCE OF 216.81 FEET TO AN ANGLE POINT ON THE REAR LOT LINE OF 465;

THENCE NORTH $61^{\circ}48'51''$ EAST, ALONG THE REAR LOT LINE OF LOTS 465 THRU 480 OF SAID JUNIPER RIDGE PHASE I, A DISTANCE OF 624.20 FEET TO AN ANGLE POINT ON THE REAR LOT LINE OF SAID LOT 480;

THENCE SOUTH $79^{\circ}18'41''$ EAST ALONG THE REAR LOT LINE OF LOTS 480 AND 481, A DISTANCE OF 71.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 481;

THENCE SOUTH $10^{\circ}41'19''$ WEST ALONG THE EASTERLY LINE OF SAID LOT 481, A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 481, SAID POINT ALSO LIES ON THE NORTHERLY RIGHT-OF-WAY LINE OF REEL WAY OF SAID JUNIPER RIDGE PHASE I;

THENCE SOUTH $79^{\circ}18'41''$ EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REEL WAY, A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF REEL WAY THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ FOR A DISTANCE OF 39.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JUNIPER RIDGE ROAD OF SAID JUNIPER RIDGE PHASE I;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID JUNIPER RIDGE ROAD THROUGH THE FOLLOWING 13 COURSES;

THENCE NORTH $10^{\circ}41'19''$ EAST, A DISTANCE OF 317.98 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}17'36''$ FOR AN ARC DISTANCE OF 136.54 FEET;

THENCE NON-TANGENT NORTH $20^{\circ}36'14''$ WEST, A DISTANCE OF 205.14 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}09'46''$ FOR A DISTANCE OF 163.17 FEET;

THENCE TANGENT NORTH $10^{\circ}33'34''$ EAST, A DISTANCE OF 696.44 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 203.55 FEET;
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ}47'15''$ FOR A DISTANCE OF 130.69 FEET;
THENCE NORTH $26^{\circ}13'41''$ WEST, A DISTANCE OF 196.79 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ}29'58''$ FOR A DISTANCE OF 93.81 FEET;
THENCE TANGENT NORTH $47^{\circ}43'41''$ WEST, A DISTANCE OF 386.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}10'01''$ FOR A DISTANCE OF 163.19 FEET;
THENCE NORTH $16^{\circ}33'41''$ WEST, A DISTANCE OF 335.98 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $17^{\circ}29'57''$ FOR A DISTANCE OF 91.63 FEET;
THENCE TANGENT NORTH $00^{\circ}56'19''$ EAST, A DISTANCE OF 322.67 FEET TO THE SOUTHEAST CORNER OF TRACT 2 OF SAID JUNIPER RIDGE PHASE I;
THENCE NORTH $89^{\circ}03'41''$ WEST ALONG THE SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 205.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15;
THENCE SOUTH $00^{\circ}56'19''$ WEST ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 3412.97 FEET TO THE POINT OF BEGINNING.

Parcel 3 (PORTION OF APPROXIMATE 11 ACRE PARCEL)

That part of Section 15, Township 11 North, Range 22 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL ON WHICH A NEW GOLF HOLE IS TO BE CONSTRUCTED: BEGINNING at the Northwest corner of said Section 15;

Thence North 89 degrees 38 minutes 11 seconds East along the North line thereof, a distance of 281.69 feet to a point in the arc of a non-tangent curve concave Easterly, having a radial of which bears North 85 degrees 56 minutes 21 seconds East, a distance of 1215.00 feet and being the Northeast corner of Juniper Ridge Phase I, a 529 unit Recreational Vehicle Resort, according to Book 15 of plats, Pages 45 through 50, inclusive, records of Navajo County, Arizona;

Thence Southerly along the East line of said Juniper Ridge through a central angle of 03 degrees 47 minutes 29 seconds, an arc distance of 80.40 feet to a point in the South line of the North 80 feet of said Section 15 and the TRUE POINT OF BEGINNING;

Thence continue along said East line, Southerly through a central angle of 19 degrees 16 minutes 21 seconds, an arc distance of 408.57 feet to the point of tangency;

Thence continue along said East line, South 27 degrees 07 minutes 29 seconds East, a distance of 475.10 feet to the point of curvature of a curve concave Easterly, having a radius of 2830.00 feet;

Thence continue along said East line, Southerly through a central angle of 01 degrees 31 minutes 06 seconds, an arc distance of 74.99 feet;

Thence leaving said East line, North 75 degrees 00 minutes 00 seconds East, a distance of 853.82 feet to a point in the West right-of-way line of Silver Creek Drive as shown on the plat of White Mountain Lakes Unit No. 8, according to Book 9 of Plats, Page 30, records of said County;

Thence along said West right-of-way line North 15 degrees 00 minutes 00 seconds West, a distance of 570.11 feet to the point of curvature of a curve concave Southwesterly, having a radius of 150.00 feet;

Thence Northerly and Westerly along said right-of-way line through a central angle of 75 degrees 21 minutes 49 seconds, an arc distance of 197.30 feet to the point of tangency;

Thence leaving said right-of-way line, South 89 degrees 38 minutes 11 seconds West, a distance of 905.27 feet to the TRUE POINT OF BEGINNING;

EXCEPT that part thereof described as follows:

BEGINNING at the Northwest corner of said Section 15;

Thence North 89 degrees 38 minutes 11 seconds East along the North line of said Section 15, 498.38 feet;

Thence South 00 degrees 21 minutes 49 seconds East 120.00 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 38 minutes 11 seconds East, 150.00 feet;

Thence South 00 degrees 21 minutes 49 seconds East, 177.00 feet;

Thence South 89 degrees 38 minutes 11 seconds West, 98.17 feet;

Thence along the arc of a curve, 25.59 feet, said curve being concave to the Northeast having a central angle of 01 degrees 26 minutes 41 seconds, a radius of 1015.00 feet and a chord bearing of North 21 degrees 10 minutes 31 seconds West;

Thence along the arc of a curve, 31.90 feet, said curve being concave to the Southeast having a central angle of 73 degrees 06 minutes 09 seconds, a radius of 25.00 feet and a chord bearing of South 36 degrees 11 minutes 15 seconds West;

Thence along the arc of a curve 68.76 feet, said curve being concave to the Northeast, having a central angle of 03 degrees 47 minutes 18 seconds, a radius of 1040.00 feet and a chord bearing of North 19 degrees 27 minutes 39 seconds West;

Thence along the arc of a curve 35.91 feet, said curve being concave to the Northeast, having a central angle of 82 degrees 18 minutes 02 seconds, a radius of 25.00 feet and a chord bearing of South 67 degrees 36 minutes 34 seconds East;

Thence along the arc of a curve 74.20 feet, said curve being concave to the Northeast having a central angle of 04 degrees 11 minutes 18 seconds, a radius of 1015.00 feet and a chord bearing of North 16 degrees 39 minutes 56 seconds West;

Thence along the arc of a curve 35.91 feet, said curve being concave to the Southeast, having a central angle of 82 degrees 18 minutes 05 seconds, a radius of 25.00 feet and a chord bearing of South 34 degrees 16 minutes 40 seconds West;

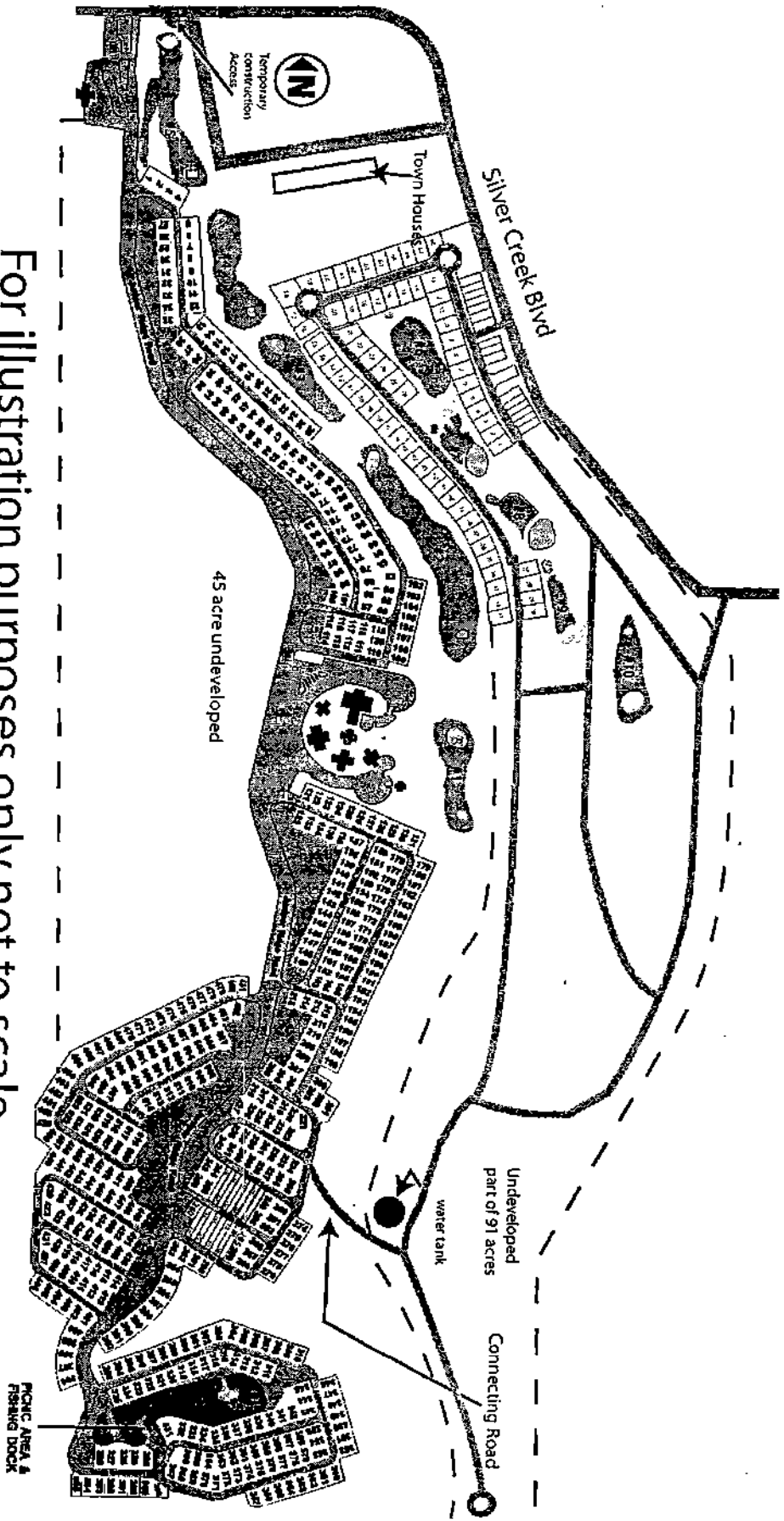
Thence along the arc of a curve 82.82 feet, said curve being concave to the Northeast, having a central angle of 04 degrees 33 minutes 45 seconds, a radius of 1040.00 feet and a chord bearing of North 13 degrees 28 minutes 59 seconds West;

Thence along the arc of a curve 44.88 feet, said curve being concave to the Northeast, having a central angle of 102 degrees 51 minutes 22 seconds, a radius of 25.00 feet and a chord bearing of South 51 degrees 47 minutes 30 seconds East;

Thence along the arc of a curve 24.90 feet, said curve being concave to the Northeast, having a central angle of 01 degrees 24 minutes 21 seconds, a radius of 1015.00 feet and a chord bearing North 12 degrees 10 minutes 30 seconds West to the TRUE POINT OF BEGINNING; and

EXCEPT that part of Section 15, Township 11 North, Range 22 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 15;
THENCE North 89° 37' 54" East (North 89° 38' 11" East, record) along the North line thereof, 281.69 feet to a point on the arc of a non-tangent curve concave Easterly, having a radial of which bears North 85° 56' 21" East, 1215.00 feet and being the Northeast corner of Juniper Ridge Phase I, according to Book 15 of Plats, pages 45 through 50, inclusive, records of Navajo County, Arizona;
THENCE Southerly along the East line of said Juniper Ridge Phase I, a central angle of 23° 03' 30", an arc distance of 488.97 feet;
THENCE continuing along said East line, South 27° 07' 45" East (South 27° 07' 29" East, record) 290.29 feet to the POINT OF BEGINNING;
THENCE North 75° 54' 07" East, 909.58 feet to a point on the West right of way line of Silver Creek Drive as shown on the plat of White Mountain Lakes



For illustration purposes only not to scale

Showing Playable holes in Spring of 2006

EXHIBIT C TO JOINT USE AGREEMENT