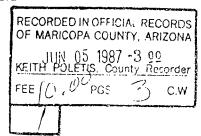
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WHEN RECORDED. RETURN TO:

Ronald P. Jones, Esquire STOREY & ROSS, P.C. 4742 North 24th Street Court 1 - Fourth Floor Phoenix, Arizona 85016



NOTICE OF ARCHITECTURAL CONTROL RIGHTS

SELLER:

PARAGON HOMES, an Arizona general partnership

4015 South McClintock, Suite 112

Tempe, Arizona 85282

BUYER:

TCR-PECAN GROVE LIMITED PARTNERSHIP,

a Texas limited partnership

4041 South McClintock Tempe, Arizona 85282

PROPERTY:

Lots 1-21, inclusive, 68-71, inclusive, 89-106, inclusive, and 148-175, inclusive, Pecan Grove Estates II as recorded in Book 297 of Maps, page 14, in the Maricopa County,

Arizona Recorder's Office.

DATE:

May 38 May 38

Pursuant to the terms and provisions of Paragraph 9.2 in those certain Escrow Instructions and Addendum to Escrow Instructions dated May 11, 1987, Founders Title Company Escrow No. 51-002, 149, by and between Seller and Buyer (hereinafter the "Contract"), the parties hereby agree that Seller has a vested right of prior approval for any housing product to be constructed upon any Lot within the Property ("Architectural Control Rights"). Any housing product to be constructed upon the Property shall be constructed only after compliance with all of Seller's Architectural Control Rights, including without limitation the right of Seller to approve or disapprove plans, materials, designs, etc., all as set forth in the Contract.

Seller's Architectural Control Rights shall not be extinguished or terminated, as to any particular Lot in the Property, prior to the completion by Buyer, or Buyer's heirs, successors, and assigns, of a single family house, and all appurtenances thereto, on that Lot, and the subsequent sale and conveyance of said house to an individual homebuyer, but shall automatically terminate upon such sale and conveyance. If Buyer sells any Lot or portion of the Property to any other party prior to the complete construction of a house thereon, Buyer shall require its buyer to comply with Seller's Architectural Control Rights herein described as if such buyer were Buyer under the Contract.

Completion of a house shall be deemed to occur upon receipt by the house builder of a certificate of occupancy from the governmental authority having jurisdiction therefor.

In addition to Seller's Architectural Control Rights, all parties constructing houses or other improvements on the Property shall be fully subject to the architectural control provisions contained in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Grove Estates II, recorded in Official Records of Maricopa County, Arimona at Document No. 36 678669 (the "Declaration"), and the Articles and Bylaws of the Pecan Grove Estates II Homeowners' Association, as applicable.

This Notice of Architectural Control Rights is being recorded in order to provide constructive and actual notice to all concerned of Seller's Architectural Control Rights. Seller's Architectural Control Rights run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Without limiting the generality of the foregoing, Seller shall be entitled to assign its rights hereunder to any party by a recorded assignment.

IN WITNESS WHEREOF, the undersigned have executed this Instrument to be effective on the date first written above.

DARAGON HOMES, an Arizona general partnership

By / Jang T.

ir fact for William S. Lund, Inc., a Wyoming Corporation, and Timothy R. Olson, is of Paragon Homes, an Arizona General Partnership. "SELLER"

TCR-PECAN GROVE LIMITED PARTNER-SHIP, a Texas corporation

By: TCR-PHOENIX HOME BUILDING INC., a Texas corporation Its General Partner

The Parishant

2

Country of Maricopa

Con this the 18- day of 1987, before me, the undersigned Notary Public, personally appeared LARRY TOURLANDS who acknowledged himself to be the PADAGON HOMES, an Arizona deneral STATE OF ARIZONA

STATE OF ARIZONA

Country / Maricopa 185.

On this, then and any of 1988.

On this, then are any of Maricopa, State by Arizona, personally appeared larry T. Williams

State Of Arizona (any of 1988)

On this, then are any of Maricopa, State by Arizona, personally appeared larry T. Williams

State Of Arizona (any of 1988)

On this, then are any of Maricopa, State by Arizona, personally appeared larry T. Williams

State Of Arizona (any of 1988)

On this, then are any of Maricopa, State by Arizona, personally appeared larry T. Williams

State Of Arizona (any of 1988)

On this, then are any of Maricopa, State by Arizona, personally appeared larry T. Williams

Arizona (any Milliams S. Lund)

Arizona Concernia

In without whereof thereunto set my hand and official seal.

Notary Public

On this the undersigned Notary Public

On this the undersigned Notary Public

Notary Public

STATE OF ARIZONA) ss.

County of Maricopa

On this the day of the personally appeared who acknowledged himself to be the whole and the General Partner of TCR-PECAN GROVE LIMITED PARTNERSHIP, a Texas limited partnership, and acknowledged that he, as such Resident for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public

My Commission Expires: Mr.Commission Expires Aug. 10, 1990