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SUPPLEMENTAL COMMUNITY DECLARATION FOR BLOSSOM ROCK PARCELS 11 AND 12

This Supplemental Community Declaration for Blossom Rock Parcels 11 and 12 (this "Supplemental Declaration") is made effective this 4 day of January, 2024 by BROOKFIELD ASLD 8500 LLC, a Delaware limited liability company ("Community Declarant").

A. Community Declarant executed the Declaration of Covenants, Conditions, Restrictions and Easements for Blossom Rock, recorded said document as Fee Number: 2022-072799, official records of Pinal County, Arizona (the "Community Declaration"); and

B. The real property that is subject to the Community Declaration is being developed as a master planned community located in the City of Apache Junction, Arizona, commonly known as "Blossom Rock" (the "Community"); and

C. The Community Declaration contemplates that Supplemental Community Declarations for parcels located within the Community will be executed and recorded periodically as the development of the Community proceeds; and

D. Community Declarant wishes to cause that portion of the Community described on Exhibit "A" attached hereto (the "Parcel") to be developed in accordance with certain supplemental covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, Community Declarant hereby declares that the Parcel shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, terms and provisions:

1. **Annexation and Incorporation into Community Declaration.** The Parcel is hereby annexed into the Community Declaration. This Supplemental Declaration is hereby incorporated into and made a part of the Community Declaration. Unless otherwise defined in this Supplemental Declaration, every capitalized term used in this Supplemental Declaration shall have the meaning established for such term in the Community Declaration. In the event of any conflict between the terms of the Community Declaration and the terms of this Supplemental Declaration, the terms of this Supplemental Declaration shall control. The Community Declaration should be reviewed in detail (along with all other recorded documents affecting the Parcel) before the purchase of the Parcel.

2. **Permitted Uses.** The Parcel shall be developed and used only for multi-family apartment buildings and accessory uses. Notwithstanding the foregoing, however, during construction on the Parcel, the Owner of the Parcel shall have (a) the right to construct and install within the Parcel one or more temporary construction trailers used in connection with construction activities within the Parcel, and (b) the right to use the Parcel for equipment and materials staging and storage in connection with construction of Improvements on the Parcel, provided that all such equipment and materials (to the extent not incorporated into the Improvements) shall be removed from the Parcel promptly after the completion of all applicable construction activity.

3. **Maintenance.**

a. **Maintenance of Parcel.** The Owner of the Parcel shall maintain the Parcel and all improvements thereon in good condition and repair, in a neat, orderly and clean condition, free of weeds and debris, and promptly remedy any erosion affecting the Parcel.

b. **Enforcement.** If the Owner of the Parcel shall fail to meet its maintenance obligations under this Section 3, the Community Alliance shall have the right to perform such maintenance on behalf of the Owner and to enter upon the Parcel to the extent reasonably necessary do so, and to levy a Reimbursement Assessment against the Owner and the Parcel with respect to the costs so incurred by the Community Alliance and may pursue all rights and remedies under the Community Declaration for the collection of such Reimbursement Assessment, including the imposition of a lien against the Parcel.

4. **Memberships; Assessments.**

a. Pursuant to Section 2.2.9 of the Community Declaration, Community Declarant has determined that it would be equitable to allocate zero (0) Memberships to the Parcel, for so long as the Parcel is used only for an apartment complex and accessory uses; provided that if the Parcel is used for a use other than an apartment complex and accessory uses, Community Declarant reserves the right to allocate Memberships to the Parcel on any basis permitted under Section 2.2 of the Community Declaration.

b. The Parcel is subject to all Assessments and Fees duly imposed pursuant to the Community Declaration, other than Regular Assessments and Special Assessments. The obligation to pay such Assessments and Fees shall commence as of the recording of this Supplemental Declaration.

5. **Binding Effect.** This Supplemental Declaration shall run with the land within the Parcel, shall be binding on all parties having or acquiring any right, title or interest in the Parcel or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Community Declaration.

6. **Amendment.** This Supplemental Declaration may be amended as to the entire Parcel (or any portion thereof) only by a duly recorded instrument signed by both the Owner(s) of the Parcel (or the relevant portion thereof) and Community Declarant.

Exhibit "A"

Legal Description of Parcel

PARCELS 11 AND 12, FINAL PLAT FOR BLOSSOM ROCK PHASE 1, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN FEE NO. 2022-084918.