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**SUPPLEMENTAL COMMUNITY DECLARATION AND
SUPPLEMENTAL RESIDENTIAL DECLARATION
FOR BLOSSOM ROCK PHASE 1**

This Supplemental Community Declaration and Supplemental Residential Declaration for Blossom Rock Phase 1 (this "Supplemental Declaration") is made effective this 19 day of May, 2023, by BROOKFIELD ASLD 8500 LLC, a Delaware limited liability company ("Declarant"), acting in its capacity as "Community Declarant" under the Community Declaration (as defined below) and in its capacity as "Residential Declarant" under the Residential Declaration (as defined below).

A. Declarant executed the Declaration of Covenants, Conditions, Restrictions and Easements for Blossom Rock (the "Community Declaration") and recorded said document in the official records of Pinal County, Arizona, as Document No. 2022-072799; 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, and all such real property is referred to as the "Community"; and

C. Declarant executed the Declaration of Covenants, Conditions, Restrictions and Easements for Blossom Rock Residential Community (the "Residential Declaration") and recorded said document in the official records of Pinal County, Arizona as Document No. 2022-072800; and

D. Declarant executed the Community Recreation Covenant for Blossom Rock Residential Community, recorded as Document No. 2022-072801, official records of Pinal County, Arizona (the "Recreation Covenant"); and

E. The real property that is subject to the Residential Declaration is being developed as part of the residential areas within the Community, and all such residential areas together are referred to as the "Residential Community"; and

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

G. 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, 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 Residential Declaration and Community Declaration.** The Parcel is hereby annexed into the Residential Declaration and the Community Declaration, and, accordingly, is made subject to the Recreation Covenant. This Supplemental Declaration is hereby incorporated into and made a part of the Residential Declaration and the Community Declaration. Unless otherwise defined in this Supplemental Declaration, every capitalized term used in this Supplemental Declaration and not defined herein shall have the meaning established for such term in the Community Declaration, or, if not defined in the Community Declaration, then the meaning established for such term in the Residential Declaration. In the event of any conflict between the terms of the Community Declaration or the Residential Declaration, and the terms of this Supplemental Declaration, the terms of this Supplemental Declaration shall control. The Community Declaration, the Residential Declaration, and the Recreation Covenant should be reviewed in detail (along with all other recorded documents affecting the Parcel) before the purchase of any Property within the Parcel.

2. **Permitted Uses.** The Parcel shall be developed only for Residential Use consisting of detached single-family residences and associated Common Areas. Notwithstanding the foregoing, however, a Builder that owns one or more Units (as defined in Section 3 below) within the Parcel shall have the right on portions of the Parcel owned by the Builder (a) to construct and install one or more temporary construction trailers used in connection with construction activities within the Parcel, (b) for equipment and materials staging and storage in connection with construction activities within the Parcel, provided that all such equipment and materials (to the extent not incorporated into Improvements) shall be removed from the Parcel promptly after the completion of all applicable construction activity, and (c) for sales activities related to Units to be developed within the Parcel or other portions of the Residential Community, including without limitation the development and operation of one or more sales offices and the improvement and operation of one or more model homes within the Units. None of the Lots may be used for development of residential dwelling units that will be age-restricted.

3. **Calculation of Memberships.** Pursuant to the Final Plat for Blossom Rock Phase 1, according to the plat in the Office of the County Recorder of Pinal County, Arizona, recorded August 1, 2022, in Fee No. 2022-084918 of Official Records (the "Phase 1 Plat"), the Parcel has been subdivided into five hundred fifty-four (554) residential lots, each of which shall be a separate Residential Property and each of which shall be referred to in this Supplemental Declaration as a "Unit". For purposes of the Community Declaration and the Residential Declaration, each Unit is allocated one (1) Membership. The Residential Association for the Parcel is the Blossom Rock Residential Association, Inc., an Arizona nonprofit corporation (the "Association").

4. **Commencement and Collection of Assessments.**

a. Each Unit is subject to all Assessments and Fees duly imposed pursuant to the Community Declaration and the Residential Declaration. The obligation to pay such Assessments and Fees shall commence as to each Unit within the Parcel effective as of the recording of this Supplemental Declaration.

b. Regular Assessments and Special Assessments under each of the Community Declaration and the Residential Declaration shall be levied against Units progressively (in accordance with Section 4.5 of the Community Declaration and Section 7.6 of the Residential Declaration), as follows: each Unit shall pay twenty-five percent (25%) of the normal Assessment amount until the earlier to occur of (a) the issuance of a certificate of occupancy for the Unit, or (b) the date that is eighteen (18) months after the closing of the sale of the Unit by Declarant to a purchaser. Thereafter, each Unit shall pay one hundred percent (100%) of the normal Assessment amount. Declarant reserves the right to establish a different progressive assessment schedule for "rolling lot agreements" and other sales involving multiple Unit closings with the same purchaser.

c. Community Declarant reserves the right to collect Regular Assessments through the Association, as contemplated under Section 4.2.6 of the Community Declaration.

d. Notwithstanding anything to the contrary contained in the Community Declaration, the Residential Declaration, or the Recreation Covenant, in no event shall there be any fees, charges or assessment levied against or owed by a Builder or a landbanker under the Community Declaration, the Residential Declaration, or the Recreation Covenant arising from, or as a result of, the sale or conveyance of Units from a Builder to a landbanker or from a landbanker to a Builder.

5. **Neighborhood Assessments.** Pursuant to Section 7.3 of the Residential Declaration, the Parcel shall be designated by the Association as a Neighborhood, and may be subject to one or more Neighborhood Assessments levied by the Association with respect to relevant Neighborhood Expenses. The amount of such levy will be established by the Residential Association in accordance with the terms of the Residential Declaration.

6. **Areas of Residential Responsibility.** Each of Tracts "A" through "W", inclusive, as shown on the Phase I Plat, once conveyed to and accepted by the Association, shall be an Area of Residential Responsibility, to be maintained by the Association.

7. **Areas of Community Responsibility.** Parcel 8, as shown on the Phase I Plat, once conveyed to and accepted by the Alliance, shall be an Area of Community Responsibility, to be maintained by the Alliance.

8. **Installation of Landscaping.** Prior to the conveyance of fee title to a Unit from the applicable Builder to any unaffiliated third party retail homebuyer, the Builder that is constructing a residence on the Unit shall be required at its sole cost and expense to complete the landscaping (including the Sidewalk, the Sidewalk Trees and the Sidewalk Landscaping, as those

terms are defined in Section 9 below) of the front yard, side yard and all other landscape areas visible from any streets adjoining the Unit (excluding in all events the rear yards of any Units), within sixty (60) days after the close of escrow regarding the sale of the Unit to the third party retail homebuyer. All landscaping shall be installed in a manner consistent with the provisions of the Blossom Rock Design Guidelines adopted by Community Declarant.

9. **Maintenance of Units.** The Owner of each Unit and each Tract shall maintain the Unit or Tract 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 Unit or Tract.

10. **Sidewalk Trees and Sidewalk Landscaping.** Declarant intends that (i) all public streets within the Parcel (except alleyways) that are adjacent to Units will have a sidewalk running generally parallel to the adjacent public street (collectively, the "Sidewalks"), (ii) in the case of corner lot side yards bordering such public streets, a landscaped area will be located between the Sidewalk and the parallel public street (collectively, the "Sidewalk Landscape Area"), and that landscaping will be installed within each Sidewalk Landscape Area, consisting of trees (collectively, the "Sidewalk Trees") and shrubs and/or ground cover (collectively, the "Sidewalk Landscaping"), (iii) in the case of all front yards bordering such public streets, the Sidewalks will be attached to the curb, there will be no Sidewalk Landscape Area, and the Sidewalk Trees will be located behind the Sidewalks, and (iv) the Sidewalk Trees (and the Sidewalk Landscaping, in the case of corner lot side yards) each shall be irrigated by a separate irrigation system. The Builder constructing homes within each Unit bordering such public streets (i) shall be responsible for installing the Sidewalk Trees and (in the case of corner lot side yards) the Sidewalk Landscaping, and (ii) shall maintain the Sidewalks and the Sidewalk Trees (and the associated irrigation system, including the irrigation trunkline installed by Declarant within the adjacent public street) until such maintenance is assumed by the Association in accordance with ordinary Association procedures for acceptance of common area improvements, or, in the case of the Sidewalks, assumed by the City of Apache Junction. Thereafter, the Association shall maintain the Sidewalk Trees.

11. **Adjacent Land Use.** Declarant hereby gives notice that the Parcel is located adjacent to various parcels within the Community that are intended for development for Residential Use. Each Owner, by taking title to a Unit acknowledges that Declarant makes no warranties or representations whatsoever that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, that such use will continue in effect, and that Declarant reserves the right to change the uses, densities and zoning of any property in the Community which Declarant owns without the consent of any Owner.

12. **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 Residential Declaration.

13. **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 Declarant.

IN WITNESS WHEREOF, Declarant has executed the foregoing instrument as of the date first set forth above.

DECLARANT: BROOKFIELD ASLD 8500 LLC, a Delaware limited liability company

By: Brookfield Residential (Arizona) LLC, a Delaware limited liability company, its Manager

By: [Signature] ERIC J. TUNE

Its: SE. VICE PRESIDENT

By: [Signature]

Its: PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Supplemental Community Declaration and Supplemental Residential Declaration for Blossom Rock, Phase 1, was acknowledged before me this 18th day of May, 2023, by ERIC J. TUNE, the Senior V.P. and W. DEB McDONNELL, the President of Brookfield Residential (Arizona) LLC, a Delaware limited liability company, in its capacity as Manager of BROOKFIELD ASLD 8500 LLC, a Delaware limited liability company, on behalf thereof.

My Commission Expires:
9.20.2024

[Signature]
Notary Public



Exhibit "A"

Legal Description of Parcel

LOTS 1 THROUGH 554, INCLUSIVE, TRACTS A THROUGH W, AND PARCELS 08, 09, AND 15, 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