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Brookfield ASLD 8500 LLC
14646 N. Kierland Boulevard
Suite 165
Scottsdale, AZ 85254
Attention: Dea McDonald

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
BLOSSOM ROCK

(Governance by Blossom Rock Community Alliance, Inc.)

**ARTICLE 11 OF THIS DECLARATION CONTAINS A BINDING ARBITRATION
PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. YOU
SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS ON THESE OR
OTHER PROVISIONS OF THIS DECLARATION.**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
BLOSSOM ROCK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BLOSSOM ROCK (this "Community Declaration") is made as of June 24, 2022, by Brookfield ASLD 8500 LLC, a Delaware limited liability company ("Community Declarant").

RECITALS

A. Community Declarant is the developer of the real property located in the City of Apache Junction, Arizona, commonly known as "Blossom Rock" and legally described in Exhibit "A" attached hereto (the "Initial Property").

B. Community Declarant intends to (but is not obligated to) acquire additional real property which may or may not be contiguous to the Initial Property. As more fully set forth in Section 8.1 below, Community Declarant has the authority to make this Community Declaration applicable to some or all of such additional real property or to other real property owned by third parties. Any such additional real property made subject to this Community Declaration is referred to in this Community Declaration as the "Annexation Property".

C. The Initial Property, together with any and all Annexation Property made subject to this Community Declaration, is referred to as the "Community".

D. Community Declarant desires to establish and impose certain covenants, conditions, easements, restrictions, rights, duties, obligations and responsibilities upon each Owner, under a general plan of development and operation, in order to provide for the orderly development, conduct, operation and maintenance of the Community and to enhance, protect and maintain the value, desirability and attractiveness of the Community.

E. The Community is subject to the rights and obligations of the Community Declarant (by and through Community Declarant's predecessor in interest, D.R. Horton, Inc.) under a Certificate of Purchase wherein the Community Declarant's predecessor in interest was the successful bidder at Public Auction Sale No. 53-120190 (the "Auction"). At the Auction, the State of Arizona, by and through the Arizona State Land Department ("ASLD"), caused certain property (the "Auction Property," along with associated Rights of Way) to be publicly sold on November 4, 2020 to the Community Declarant's predecessor in interest, and Certificate of Purchase No. 53-120190 (the "Certificate of Purchase") was issued for the Auction Property. The Certificate of Purchase contains terms and conditions related to the issuance of patents to the Auction Property under Applicable Law. The Community is fully contained within the Auction Property. In conjunction with the Certificate of Purchase, Community Declarant's predecessor in interest also entered into a Participation and Infrastructure Contract Regarding ASLD Sale No. 53-120190 with the ASLD (the "Participation Contract"), which binds the Community Declarant and its predecessor in interest to certain terms and conditions, including terms related to the issuance of patents for portions of the Auction Property. Pursuant to the Certificate of Purchase,

Participation Contract, and Applicable Law, upon the payment of certain funds and compliance with other terms of the Participation Contract and Applicable Law, the ASLD will issue patents over certain parts of the Auction Property (each a "Partial Patent"), with the remaining portions of the Auction Property designated as "Unpatented Property." Subject to the Certificate of Purchase, the Participation Contract, and Applicable Law, liens and other encumbrances cannot be placed on the Auction Property prior to the issuance of a patent. Thus, certain terms of this Community Declaration will not apply to Unpatented Property that is otherwise identified in this Community Declaration as Community (that is, as Initial Property and Annexation Property). The terms of this Community Declaration will apply to the Initial Property (and any Annexation Property located within the Unpatented Property) when and only when the ASLD issues a Partial Patent for land including the Initial Property (or the relevant Annexation Property).

DECLARATION

NOW, THEREFORE, Community Declarant hereby further declares that all and every portion of the Community and all interests in the Community, shall be owned, sold, leased, demised, encumbered, used, occupied, improved and conveyed subject to the covenants, conditions, easements, restrictions, rights, duties, obligations and responsibilities set forth in this Community Declaration, which are imposed as covenants running with the land, and as equitable servitudes, pursuant to a general plan for the development of the Community, and which shall run with the land within the Community and shall be binding on Community Declarant and its successors and assigns, and on all parties having or acquiring any right, title or interest in or to the Community or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner.

INTRODUCTION TO THE COMMUNITY

The Community is currently intended to include single-family detached homes, single-family attached homes, condominiums, apartments and other multi-family properties, houses of worship, schools, parks, and open space, and commercial uses such as retail, medical and office space, private educational uses, and one or more hotels, and may also include light industrial and manufacturing facilities. Residential development within the Community may include age-qualified areas. Development plans for the Community may be amended from time to time, and there is no guarantee that the Community will be developed to include all such uses.

This Community Declaration provides a governance structure covering certain limited aspects of the development, administration, maintenance, and preservation of the Community, as well as procedures for future expansion of the Community to include additional real property as Community Declarant deems appropriate. That governance structure is primarily the responsibility of the Blossom Rock Community Alliance, Inc., an Arizona nonprofit corporation (the "Community Alliance"). In addition to this Community Declaration, this limited governance structure is also set forth in related documents, including the Articles of Incorporation of the Community Alliance (the "Articles"), the Bylaws of the Community Alliance (the "Bylaws"), the Community Standards adopted from time to time by the Community Alliance, as provided for in Section 3.2.8 below, and the supplemental declarations that are Recorded from time to time (including supplemental declarations annexing additional

real property into this Community Declaration) which may supplement this Community Declaration with respect to the affected real property and may address issues unique to such real property (each, a "Supplemental Community Declaration"). The foregoing documents, as they may be amended or supplemented from time to time, are referred to in this Community Declaration as the "Community Documents". Day-to-day operations of the Community Alliance may be handled by a "Manager", a professional manager or management company hired by the board of directors of the Community Alliance (the "Board").

Additional, more detailed governance structure will be provided in separate documents, as follows:

- Single-family residential areas in the Community will be further governed by one or more declaration of covenants, conditions, easements and restrictions (each, a "Residential Declaration") that will provide for the formation of an association of the property owners that become subject to such declaration.
- Single-family residential areas in the Community also will be further governed by one or more declaration of covenants, conditions, easements and restrictions (each, a "Recreation Covenant") that will provide for the formation of an association of the property owners that become subject to such declaration.
- Each commercial center within the Community will be further governed by a declaration applicable only to such commercial center and addressing site-specific issues such as access, parking, exterior maintenance and cost-sharing.
- Unique land uses might be developed that do not fall into any of the foregoing categories, and may be governed by a parcel-specific Supplemental Community Declaration and/or separate parcel-specific declarations of covenants, conditions, easements and restrictions independent of this Declaration.
- Each of the foregoing may include or provide for architectural guidelines and other rules, procedures, standards and guidelines governing architectural and site plan submittals, which includes standards for the design and construction of buildings and other improvements, as well as general rules and regulations, subordinate to the Community Standards, addressing the conduct of Persons and the development and use of Properties within such areas.

The foregoing associations are referred to collectively in this Community Declaration as the "Associations", and the foregoing declarations contemplating formation of an association are referred to collectively in this Community Declaration as the "Association Declarations". In addition, each individual Building, group of Buildings, subdivision or condominium project that is subject to any of the foregoing Association Declarations may be further governed by a separate supplemental declaration that will annex the specific underlying real property into the applicable Association Declaration, supplement the applicable Association Declaration as to such underlying real property, and may address issues unique to such underlying real property (each, a "Supplemental Association Declaration"). Each Property will therefore be subject to a

Supplemental Community Declaration, and each Property that is subject to an Association Declaration will also be subject to a Supplemental Association Declaration. Individual Owners might also enter into other Recorded documents that provide for easements, property maintenance obligations (including cost-sharing arrangements), use restrictions and related provisions. The Association Declarations, the Supplemental Association Declarations and such other Recorded documents are not “Community Documents”, though they are a critical component of the governance of the Community.

If there is any conflict in any provisions of this Community Declaration and any Supplemental Community Declaration, Association Declaration and/or Supplemental Association Declaration, the provisions of this Community Declaration shall prevail. However, this Community Declaration (and the other Community Documents) does not grant the Community Alliance the general power to disapprove of the actions of the Associations. Community Declarant reserves the right and authority to exclude one or more Properties within the Community from this Community Declaration and/or from the Association Declarations.

ARTICLE 1 **DEFINITIONS**

As used in this Community Declaration, the following terms shall be defined as follows (other capitalized terms are defined elsewhere in this Community Declaration, some or all of which are listed in the Index of Defined Terms at the beginning of this Community Declaration, following the Table of Contents):

1.1 “Applicable Law” - collectively, (i) all federal, state, County and City laws and ordinances, and all rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities, in each case, having jurisdiction over all or any portion of the Community, (ii) any requirements or conditions of any licenses, permits, approvals or certificates issued by any of the foregoing, and (iii) the requirements and conditions of any easement, covenant, restriction, condition or other encumbrance that is binding upon the Community or the applicable portion thereof.

1.2 “Area of Community Responsibility” - (a) all real property (including Improvements thereon) that is owned in fee by the Community Alliance, (b) all real property that the Community Alliance is obligated to maintain, pursuant to this Community Declaration or any other Recorded map or document to which Community Declarant or the Community Alliance is a party, and (c) those portions of the Community that are designated by Community Declarant on a Recorded map or document as Areas of Community Responsibility or otherwise as being areas intended to be for the common use and benefit of all Owners. No Area of Community Responsibility may be designated on any real property within the Community without the consent of the Person who is the Owner of such real property at the time of such designation, and such consent may be given or withheld in such Owner’s sole discretion. The Community Alliance’s maintenance or repair of real or personal property or Improvements due to the failure of an Owner to perform such maintenance or repair shall not cause such property or Improvements to be deemed an Area of Community Responsibility.

- 1.3 “Building” - a building and all appurtenant improvements.
- 1.4 “City” - the City of Apache Junction, State of Arizona.
- 1.5 “Commercial Property” - a separately owned or defined unit of real property within the Community that has been or is to be developed solely for Commercial Use, and is restricted to solely Commercial Use in the applicable Supplemental Community Declaration, together with all Improvements to such real property.
- 1.6 “Commercial Use” - any use permitted by this Community Declaration and Applicable Law except Residential Use, including without limitation office, retail, hotel, apartment, light industrial, research and education uses.
- 1.7 “Community Declarant” – Brookfield ASLD 8500 LLC, a Delaware limited liability company, or any assignee that is expressly designated by the Community Declarant as the successor Community Declarant in a Recorded document, in accordance with Section 9.4 below.
- 1.8 “Community Declarant Party” - each of the following: Community Declarant, the current and future affiliates of Community Declarant, and the respective current and future members, managers, trustees, trust beneficiaries, agents, and representatives, of Community Declarant and its current and future affiliates (but not any natural person). As used in this Section 1.8, the term “affiliates” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Community Declarant.
- 1.9 “Development Agreement” - that certain Development Agreement for Superstition Vistas recorded as Fee No. 2021 140530, official records of Pinal County, Arizona, as amended from time to time.
- 1.10 “First Mortgage” - a Mortgage that is first in priority over any and all other Mortgages.
- 1.11 “First Mortgagee” - the holder of a First Mortgage.
- 1.12 “Improvement” - any physical structure, fixture or facility now or hereafter located on any portion of the Community, including, but not limited to, any roadway, Building, parking structure, drive, paving, fence, wall, exterior lighting fixtures, exterior art, landscaping, or signage, of every type and kind.
- 1.13 “Inflation Adjustment” - a fraction the numerator of which is the “Consumer Price Index for All Urban Consumers” published by the U.S. Department of Labor, Bureau of Labor Statistics (the “CPI Index”) for November of the preceding calendar year and the denominator of which is the CPI Index for November of 2021; provided that if such CPI Index shall no longer be published at the adjustment date, then another similar index published by any federal agency shall be substituted by the Community Alliance in its reasonable discretion.

1.14 “Memberships” - the memberships of Owners in the Community Alliance as set forth in Article 2 below.

1.16 “Mortgage” - a mortgage, deed of trust, assignment of rents, issues and profits or other proper instruments that is given as security for the repayment of loan(s) or financing(s) that encumbers a Property, made in good faith and for value.

1.17 “Mortgagee” - the holder of a Mortgage, including, without limitation, a beneficiary under a deed of trust as well as a mortgagee.

1.18 “Occupant” - a Person that is not an Owner but is entitled to occupy all or a portion of a Property pursuant to a lease or other occupancy agreement having a term of less than thirty (30) years, including all renewal terms.

1.19 “Owner” - the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Property.

A Person who is entitled to possession of an entire Commercial Property pursuant to a lease or other occupancy agreement having a term of thirty (30) years or more (including all renewal terms) shall be entitled to exercise the rights of the Owner of such Commercial Property under this Community Declaration, but only if and when the Community Alliance is given written notice by the fee owner and only if the Community Alliance consents in writing to such Person exercising such rights of the Owner. The term “Owner” includes a purchaser under a contract subject to A.R.S. §33-741, et seq. The term “Owner” does not include (a) a purchaser under any other purchase contract pending the closing of a sale or purchase transaction, or (b) a Person having an interest in a Property merely as security for the performance of an obligation. Where the fee simple title to a Property is vested in a trustee pursuant to A.R.S. §33-801, et seq., the trustor shall be deemed to be the Owner.

1.20 “Permittees” - the tenants, customers, guests, employees, agents, family members, and invitees (including contractor invitees) of an Owner or an Occupant.

1.21 “Person” - any natural person, general partnership, limited partnership, joint venture, corporation, limited liability company, trust, estate, sole proprietorship, unincorporated association, employee organization, mutual company, joint stock company, firm, institution or other entity.

1.22 “Property” - a separately owned or defined unit of real property within the Community (whether a subdivided lot, a condominium unit (including all associated interests in the common elements), or an unsubdivided parcel), other than non-assessable property owned by the Community Alliance, an Association, or a public authority.

1.23 “Recorded” - recorded in the official records of Pinal County, Arizona; “Recording” shall mean recording in the official records of Pinal County, Arizona; and “Record” shall mean record in the official records of Pinal County, Arizona.

1.24 “Residential Property” - a separately owned or defined unit of real property within the Community that has been or is to be developed solely for Residential Use, and is restricted to solely Residential Use in the applicable Supplemental Community Declaration, together with all Improvements to such real property.

1.25 “Residential Use” - use for single-family residential purposes (including residential condominiums), excluding use for rental purposes such as apartments and “build-to-rent” projects, and excluding use for transient lodging, but including (i) operation of a home business that is permitted under Applicable Law and that does not entail visiting customers, clients, employees or staff and for which there is no signage visible from the exterior of the Residential Property, (ii) leasing a Residential Property for Residential Uses in accordance with the applicable Residential Declaration, and (iii) to the extent authorized by Residential Declarant, construction, marketing, and sales activities by Residential Declarant (as defined in the Residential Declaration) and by any Builder (as defined in the Residential Declaration) designated by Residential Declarant, related solely to single-family residential dwellings and related improvements.

1.26 “Restricted Area of Community Responsibility” - those portions of the Community that are designated by Community Declarant on a Recorded map or document as Restricted Area of Community Responsibility or otherwise as being areas intended to be for the common use and benefit of fewer than all Owners. Any such designation shall specify the Owners who are or will be entitled to use such area. No Restricted Area of Community Responsibility may be designated on any real property within the Community without the consent of the Person who is the Owner of such property at the time of such designation, and such consent may be given or withheld in such Owner’s sole discretion. Except as otherwise provided in this Community Declaration, all provisions relating to Areas of Community Responsibility also shall apply to Restricted Areas of Community Responsibility.

1.27 “Turnover Date” - the date that neither Community Declarant nor any Community Declarant Party is an Owner, or any earlier date expressly designated in writing by Community Declarant and set forth in a notice given to the Board.

ARTICLE 2

COMMUNITY ALLIANCE - MEMBERSHIP, VOTING & ADMINISTRATION

2.1 Community Alliance. The Community Alliance is a nonprofit Arizona corporation formed for the purpose of the operation, administration, maintenance, repair and replacement of all of the Improvements within the Areas of Community Responsibility, the levying of Assessments, the enforcement of this Community Declaration, and for all other purposes contemplated by this Community Declaration.

2.2 Memberships. Each Owner shall have at least one (1) Membership in the Community Alliance (except as set forth in Section 2.2.8 below). The number of Memberships held by each of the Owners shall be determined and allocated on the following basis:

2.2.1 Office Properties. Each Owner whose Property is designated as an “Office Property” in the applicable Supplemental Community Declaration will have one (1)

Membership for each two thousand (2,000) square feet of Commercial Square Footage (as defined in Section 4.14 below) allocated to such Property, rounded to the nearest thousand.

2.2.2 Retail Properties. Each Owner whose Property is designated as a “Retail Property” in the applicable Supplemental Community Declaration will have one (1) Membership for each one thousand (1,000) square feet of Commercial Square Footage allocated to such Property, rounded to the nearest thousand.

2.2.3 Hotel Properties. Each Owner whose Property is designated as a “Hotel Property” in the applicable Supplemental Community Declaration will have one (1) Membership for each room in the hotel and one (1) Membership for each one thousand (1,000) square feet of Commercial Square Footage allocated to such Property in the applicable Supplemental Community Declaration with respect to retail space, restaurants or other ancillary Commercial Uses, rounded to the nearest thousand.

2.2.4 Apartment Properties. Each Owner whose Property is designated as an “Apartment Property” in the applicable Supplemental Community Declaration will have one (1) Membership for each four (4) apartment units in such Property (the number of such Memberships to be rounded up to the nearest whole number).

2.2.5 Residential Properties. Each Residential Property that consists of a single subdivided lot or condominium unit shall have one (1) Membership.

2.2.6 Build-to-Rent Properties. Each Owner whose Property is designated as an “Build-to-Rent Property” in the applicable Supplemental Community Declaration will have one (1) Membership for each four (4) dwelling units in such Property.

2.2.7 Unsubdivided Residential Properties. In the case of a Residential Property that is not yet subdivided, the Property shall have Memberships based on the projected number of residential lots or condominium units within the Property (as established by Community Declarant), until the Recording of the subdivisions plat(s) or condominium plat(s).

2.2.8 Multi-Use Properties. If a Property has more than one of the foregoing designations in the applicable Supplemental Community Declaration, such Property shall have Memberships as set forth in the Supplemental Community Declaration, which shall be determined in a manner that is generally consistent with the foregoing provisions.

2.2.9 Other Properties; Exemptions; Reduced Allocations. If a Property is developed for a use other than the uses specified above, Community Declarant shall provide an appropriate designation in the applicable Supplemental Community Declaration, and shall allocate Memberships to the Property in an equitable manner, as determined by Community Declarant. All Property owned in fee by the Community Alliance, an Association, a governmental agency, or a public utility, shall be allocated zero (0) Memberships. Community Declarant in its discretion may allocate zero (0) Memberships to a Property that is owned by a non-profit entity. Community Declarant may allocate fewer Memberships (including zero (0) Memberships) than otherwise applicable to a Property (including a Property developed for a use specified above) if Community Declarant determines, in its sole and absolute discretion, that the

use or maintenance of the Property in the manner required under the applicable Supplemental Community Declaration, makes a contribution to the Community that warrants the reduced allocation of Memberships, and such reduced Membership allocation may be temporary or permanent.

2.3 Appurtenant Membership. Each Membership is appurtenant to ownership of a Property. Upon transfer or encumbrance of a Property, the Membership is automatically transferred or encumbered; no Membership may be transferred or encumbered in any way separately from the transfer or encumbrance of a Property. Any attempt to make a transfer or encumbrance prohibited by the foregoing provisions is void. An Owner cannot avoid any obligations or duties under this Community Declaration by resigning, waiving or failing to exercise its rights under any of the Community Documents.

2.4 Votes. On all matters on which Owners are entitled to vote, each Owner shall be entitled to one (1) vote for each Membership allocated to the Owner.

2.5 Multiple Owners of Properties. If more than one Person owns a Property, or if such Person is other than a natural person, those Persons shall designate one such Person as the voting representative for that Property, in a notice delivered to the Board. The designated Person shall cast all of the votes for such Property and shall be the Person entitled to receive notices relating to such Property under this Community Declaration. The Community Alliance shall be entitled to rely on such designation until and unless a subsequent notice signed by all of the Owners of such Property is delivered to the Board changing the voting representative.

2.6 Board of Directors. Except as to matters requiring the approval of Owners as set forth in this Community Declaration or under Applicable Law, the affairs of the Community Alliance shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the bylaws of the Community Alliance. Except as otherwise provided in this Community Declaration, (a) the Board shall have authority to take all actions and perform all obligations on behalf of the Community Alliance, (b) all actions of the Board shall be determined by a majority vote of Board members, and (c) all matters requiring the approval of Owners shall be determined by (i) the written consent of Owners holding a majority of the total Memberships as provided in the Bylaws, or (ii) by a majority vote of a quorum of Owners at any regular or special meeting held in accordance with the Bylaws. Commencing no later than the Turnover Date, the Board shall be constituted to have directors that are elected solely by the Owners.

ARTICLE 3

DUTIES AND POWERS OF THE COMMUNITY ALLIANCE

3.1 Duties. In addition to the duties set forth elsewhere in this Community Declaration or in any other Community Document, the Community Alliance shall perform the following duties:

3.1.1 Maintenance. The Community Alliance shall maintain, repair and replace all Improvements within the Areas of Community Responsibility. The Community Alliance may delegate the responsibility for cleaning, maintaining or repairing a Restricted Area of Community Responsibility to the Owner(s) who are entitled to exclusive use of such Restricted

Area of Community Responsibility, whether on a permanent or temporary basis, and in such case the Community Alliance may require that the Owner(s) be responsible for all associated costs. The Board shall be the sole judge as to the appropriate level of maintenance of all Areas of Community Responsibility.

3.1.2 Insurance. The Community Alliance shall obtain and maintain the insurance required under Exhibit "C". From time to time, the Board may modify such insurance requirements in a manner consistent with commercially reasonable industry standards for insurance coverage for governance entities in large master planned communities.

3.1.3 Discharge of Liens The Community Alliance shall discharge or cause to be discharged, by payment if necessary, any lien against any Area of Community Responsibility that is owned by the Community Alliance. If such lien arose from the acts or omissions of an Owner, the Community Alliance shall levy a Reimbursement Assessment against such Owner to collect the cost incurred to discharge such lien, after notice and hearing as provided in the Bylaws.

3.1.4 Assessments. The Community Alliance shall determine, levy, collect and enforce Assessments as set forth in Article 4.

3.1.5 Payment of Expenses and Performance of Obligations. The Community Alliance shall pay all expenses and perform all obligations incurred by the Community Alliance in the ownership, maintenance, repair and replacement of Areas of Community Responsibility and otherwise in the conduct of its affairs including, without limitation, payment of all licenses, taxes or governmental charges levied or imposed against the Community Alliance or its property.

3.2 Powers. In addition to the powers set forth elsewhere in this Community Declaration or in any other Community Documents, the Community Alliance shall have the following powers:

3.2.1 Manager and Employees. The Community Alliance may employ or engage a professional manager or professional management company as the Manager, which may be a Community Declarant Party. The Manager may perform all or any part of the duties and responsibilities of the Community Alliance as may be delegated in writing to the Manager. The Community Alliance may employ or engage other professional consultants, staff and employees as the Board determines to be reasonable or appropriate for performing any part of the duties and responsibilities of the Community Alliance. In all events, the Board shall retain ultimate authority over all matters delegated to the Manager.

3.2.2 Enforcement. The Community Alliance shall have the power to enforce this Community Declaration and all other Community Documents. Every Owner must comply with the Community Documents, and each Owner shall be responsible for compliance with the Community Documents by such Owner's Permittees and Occupants and its Occupant's Permittees. In the event of any violation of the Community Documents (other than failure to pay a Fee or Assessment, which is addressed in Article 4 below), the Community Alliance shall be entitled to pursue the following rights and remedies, together with any other rights or remedies

available to it at law or in equity, which the Board shall have the power to select and use in any order it shall determine reasonable and prudent, without exclusion, waiver or prejudice:

- (i) bring legal action to compel compliance,
- (ii) Record a notice of violation with respect to any Property on which a violation exists;
- (iii) take such action as is reasonable to cure any non-compliance if the relevant Owner fails to do so, after notice and a hearing as provided in the Bylaws; and/or
- (iv) impose fines or penalties or take other disciplinary action against any Owner for failure to pay Assessments or for violation of any provision of the Community Documents, which penalties may include but are not limited to temporary suspension of voting rights, temporary suspension of rights to use Areas of Community Responsibility, without denying any Owner access to or from his or her Property, or temporary suspension of non-essential services to such Owner), after notice and a hearing as provided in the Bylaws; and/or
- (v) in the case of violations requiring the payment of money, levy one or more Specific Assessments or Reimbursement Assessments, and/or impose an Assessment Lien, as provided in Article 4 below.

Costs of enforcement, cure and collection against a defaulting Owner (or its Permittees, Occupants or Occupant's Permittees), including any and all late fees and interest imposed under Section 4 below or otherwise, including without limitation attorneys' fees and court costs (collectively, "Delinquency Costs"), shall be assessed against the Owner as a Reimbursement Assessment.

3.2.3 Acquisition, Alteration and Disposition of Property. The Community Alliance shall have the power to acquire (by gift, purchase or otherwise), own, improve, operate, maintain, convey, lease, encumber, or otherwise dispose of real and personal property in connection with the affairs of the Community Alliance.

3.2.4 Loans. The Community Alliance shall have the power to borrow money on a reasonable and prudent basis to fund operations of the Community Alliance that cannot be readily funded from Assessments on a timely basis, including borrowing money from a Community Declarant Party.

3.2.5 Contracts. The Community Alliance shall have the power to contract for goods and/or services for the Areas of Community Responsibility, and as otherwise required for the Community Alliance to carry out its duties and powers, subject to limitations set forth in the Bylaws or this Community Declaration. The Community Alliance may contract with others for the performance of the duties of the Community Alliance under this Article 3.

3.2.6 Establishment of Committees and Delegation of Responsibilities. From time to time, the Community Alliance may establish one or more committees for purposes related to the duties and powers of the Community Alliance, as the Board may deem appropriate.

The Board may delegate to any committee such power and authority as the Board may deem appropriate; provided that any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Board's right to revoke all or any part of the committee's power and authority at any time, and (ii) the Board's right to veto any committee decision that it determines to be inappropriate or inadvisable. In all events, the Board shall retain ultimate authority over all matters delegated to any committee.

3.2.7 Acceptance of Assignments or Delegations from Community Declarant. The Community Alliance shall accept from any Community Declarant Party any assignments of rights and/or delegation of duties of such Community Declarant Party under this Community Declaration and/or under the Development Agreement.

3.2.8 Community Standards. The Community Alliance may adopt and enforce rules that are not inconsistent with the provisions of this Community Declaration to regulate the use of the Areas of Community Responsibility and otherwise regulate use of property, activities, and conduct within the Community (the "Community Standards"). In its sole and absolute discretion, Community Declarant or the Board may approve variances and exemptions from compliance with Community Standards.

3.3 Boundary Walls. As used in this Community Declaration, the term "Boundary Wall" means a privacy wall (or view fence) constructed on, or adjacent to, the common boundary of an Area of Community Responsibility and an adjoining Residential Property. Any retaining wall that lies under and supports a Boundary Wall shall be deemed a part of such Boundary Wall for purposes of this Section 3.3. Where a Boundary Wall is a continuous wall running along the boundaries of multiple Residential Properties, the rights and responsibilities of the Owner of each such Residential Property under this Section 3.3 pertain only to the portions of such wall that adjoin such Owner's Residential Property. The rights and duties of Residential Owners and the Community Alliance with respect to Boundary Walls shall be as follows:

3.3.1 Use of Walls. The Association and the Owner who have a Boundary Wall on or adjacent to their common boundary shall both equally have the right to use such Boundary Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Boundary Wall by the other.

3.3.2 Repair of Walls.

(i) If any Boundary Wall is damaged or destroyed through the act of the Community Alliance or any of its Permittees (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the Community Alliance to rebuild and repair the Boundary Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) without cost to the adjacent Owner(s), provided that any liability imposed on the Community Alliance hereunder shall not limit or prejudice the right of the Community Alliance to pursue any available legal remedies against the Person(s) causing such damage or destruction.

(ii) If any Boundary Wall is damaged or destroyed through the act of an adjacent Owner or any of such Owner's Permittees (whether or not such act is negligent or otherwise culpable), the Community Alliance shall rebuild and repair the Boundary Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) and shall be entitled to recover the cost of such rebuilding and repair from the adjacent Owner (including, without limitation, by imposition and collection of a Reimbursement Assessment), provided that any liability imposed on the adjacent Owner hereunder shall not limit or prejudice the right of the adjacent Owner to pursue any available legal remedies against the Person(s) causing such damage or destruction.

(iii) If any Boundary Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of the Community Alliance, an adjacent Owner or their Permittees (or if it cannot be determined who caused such destruction or damage), the Community Alliance shall rebuild and repair the Boundary Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) and shall be entitled to recover one-half (1/2) of the cost of such rebuilding and repair from the adjacent Owner (including, without limitation, by imposition and collection of a Reimbursement Assessment); provided, however, that if such damage or destruction is limited to the surface of a Boundary Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the Community Alliance or the Owner of the adjacent Residential Property toward which such surface faces, at such Person's sole expense.

(iv) In connection with any rebuilding or repair of a Boundary Wall in accordance with this Section 3.3, the Community Alliance and each adjacent Owner, as applicable, shall have the right to enter upon the other adjacent Residential Property or the adjacent Area of Community Responsibility as may be reasonably necessary in order to carry out such rebuilding or repair (including restoration of any affected landscaping).

3.3.3 Easement for Enclosed Area. Community Declarant anticipates that in some instances Boundary Walls will be located entirely within an Area of Association Responsibility, such that a portion of such Area of Association Responsibility lies on the same side of the Boundary Wall as the adjacent Property. In such instances, (a) the Community Alliance shall be deemed to have granted an easement of access and enjoyment to the Owner of the adjacent Property (the "Benefitted Property") over that portion of the Area of Association Responsibility lying on the same side of the Boundary Wall as the Benefitted Property (the "Enclosed Area"), and (b) the Owner of the Benefitted Property shall be responsible for maintenance of the Enclosed Area in accordance with all maintenance standards applicable to the Benefitted Property, whether such maintenance standards are imposed pursuant to the Community Documents or any other governing law or agreement.

3.3.4 Modification of Walls. Notwithstanding anything to the contrary contained in this Community Declaration, there shall be no modification of any Boundary Wall

or impairment of the structural integrity of any Boundary Wall without the prior consent of the Community Alliance.

3.3.5 Commencement of Association Responsibility. Notwithstanding anything in this Section 3.3 to the contrary, the Community Alliance shall have no responsibility for the maintenance, repair or replacement of any Boundary Wall pursuant to this Section 3.3 unless and until it has inspected and approved the construction of such Boundary Wall and accepted in writing maintenance responsibility (to the extent provided herein) for such Boundary Wall and the adjoining Area of Community Responsibility, in accordance with applicable Association procedures for acceptance of common area improvements (which will be commercially reasonable and consistent with corresponding procedures at other Brookfield communities). Until such acceptance, the Person who is the owner of the applicable adjacent Area of Community Responsibility shall have the rights and obligations of the Community Alliance under this Section 3.3.

3.3.6 Association Cure Rights. If an Owner shall fail to meet its maintenance or repair obligations under this Section 3.3, the Community Alliance shall have the right (but not the obligation) to perform such maintenance or repair on behalf of such Owner, to enter upon such Owner's Residential Property to the extent reasonably necessary to do so, and to recover from such Owner the cost of such maintenance or repair, including, without limitation, by imposition and collection of a Reimbursement Assessment.

3.3.7 Contribution. The right of any Owner to contribution from any other Owner under this Section 3.3 shall be appurtenant to the land and shall pass to the successors-in-title of both Owners.

3.3.8 Supplemental Declarations. A Supplemental Declaration may vary some or all of the foregoing provisions of this Section 3.3 , or may implement different provisions for different types of walls that might otherwise be deemed to be Boundary Walls, including without limitation walls that form a part of a residential dwelling.

3.4 Limitation of Liability. To the fullest extent permitted by Applicable Law, the Community Alliance shall indemnify, defend and hold harmless each of the Board members, all officers, employees, volunteers, and committee members of the Community Alliance, and the Manager (collectively, "Board Representatives"), for, from and against any and all losses, claims, demands, judgments, liabilities, damages, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) sustained or threatened against a Board Representative that result from or arise out of any act or omission that the Board Representative reasonably believed to be within the scope of his or her duties on behalf of the Community Alliance, but excluding any act or omission constituting gross negligence or willful misconduct. The foregoing indemnification, defense and hold harmless provisions inure to the benefit of the estate of any Person entitled to such indemnification. The Community Alliance and the Board Representatives shall not be liable to any Owner or Occupant, or their Permittees, for any failure of any services which are to be obtained or provided by the Community Alliance, or for injury or damage to person or property caused by the elements or by any Owner or any other Person, or resulting from electricity, water, ice or other elements which may leak or flow from or over any portion of the Community or from any pipe, drain, conduit, appliance or

equipment within the Community. The Community Alliance and the Board Representatives shall not be liable to any Owner or Occupant, or their Permittees, for loss or damage, by theft or otherwise of articles which may be stored or located within any portion of the Community.

3.5 Commencement of Alliance's Duties and Powers. The duties, rights and powers of the Community Alliance as described in this Community Declaration shall commence upon the date of Recording of this Community Declaration.

ARTICLE 4 **ASSESSMENTS AND FEES**

4.1 Covenant to Pay Assessments, Fees and Other Charges. Each Owner covenants and agrees to pay all assessments ("Assessments"), fees ("Fees"), fines, penalties and other charges ("Other Charges") levied against such Owner's Property in accordance with this Community Declaration and any other applicable Community Document, and each Owner acknowledges and agrees that its Property is subject to any Assessment Lien imposed in accordance with this Community Declaration and any other applicable Community Document.

4.2 Regular Assessments. The Board shall levy "Regular Assessments", which shall be calculated, allocated and levied as follows:

4.2.1 Budget. The Board shall establish a budget for Operational Costs (as defined in Section 4.2.5 below) for each fiscal year, including such reserves and contingency amounts as the Board deems necessary (the "Budget"). The Regular Assessments levied by the Board will be in an amount sufficient to pay for Operational Costs for the fiscal year reflected in the Budget, and the Budget will include a statement of the anticipated Regular Assessment Amount (as defined in Section 4.2.2 below). The Board will endeavor to give notice of the Regular Assessment Amount to the Owners at least thirty (30) days in advance of the beginning of each fiscal year, but failure to timely give such notice shall not affect the validity of any Assessment levied by the Board. The Budget is not subject to Owner approval. The Board is not obligated to convene a special meeting of the Owners for the purpose of considering the Budget unless the requisite number of Owners petition the Board for such a special meeting in the manner set forth in the Bylaws. Any such petition must be presented to the Board within 20 days after the Board's approval of the Budget. If the Board fails for any reason to adopt the Budget for any fiscal year, then the Budget most recently adopted shall continue in effect, increased by 20% (unless Applicable Law mandates otherwise), until a new Budget is adopted.

4.2.2 Allocation. Except as set forth in Section 4.5 below, the Regular Assessment levied against each Owner shall be an amount equal to the Regular Assessment Amount multiplied by the number of Memberships allocated to such Owner pursuant to Article 2 above. The "Regular Assessment Amount" for any given fiscal year means a dollar amount equal to the amount of the Operational Costs set forth in the Budget for such fiscal year divided by the total number of Memberships allocated to all Owners pursuant to Article 2 above. In the foregoing formula, Properties that are assessed at a discounted percentage in accordance with Section 4.5 below shall have their Memberships counted at the same percentage discount. For example, if a Property designated as an "Office Property" contains Commercial Square Footage

of 40,000 square feet, the foregoing formula would be applied as if the Property were allocated twenty (20) Memberships (because Section 2.2.1 above allocates to an Office Property one (1) Membership for each two thousand (2,000) square feet), but if the Property is assessed at a fifty percent (50%) discounted rate in accordance with Section 4.5 below, then the foregoing formula shall be applied as if the Property were allocated only ten (10) Memberships (which is 50% of 20 Memberships), for so long as such discount remains in effect.

4.2.3 Commencement of Regular Assessments. The Board will commence the levy of Regular Assessments on such date as Community Declarant may determine in its sole and absolute discretion. The Board will commence the levy of Regular Assessments against the Owners of property annexed into the Community as and when specified in the applicable Supplemental Community Declaration.

4.2.4 Periodic Payments. Regular Assessments shall be due and payable in advance, on the first day of each calendar quarter, unless the Board directs otherwise. The Board will encourage Owners to pay Regular Assessments through an automatic deduction from the Owner's bank account.

4.2.5 "Operational Costs" mean the costs and expenses incurred by the Community Alliance in connection with the Areas of Community Responsibility and the Community Alliance's performance and exercise of its duties, obligations and powers set forth in this Community Declaration. Operational Costs will include, but will not be limited to, the costs and expenses incurred by the Community Alliance in connection with:

(i) operating, maintaining, repairing, replacing, lighting, cleaning, striping, and removing trash and debris from, all Areas of Community Responsibility, and maintaining reasonable capital replacement funds and reserves for the Areas of Community Responsibility, including the payment of real or personal property taxes for any Areas of Community Responsibility that are owned by the Community Alliance;

(ii) securing and maintaining insurance required to be maintained by the Community Alliance pursuant to this Community Declaration, including insurance applicable to the Areas of Community Responsibility;

(iii) securing, maintaining, repairing and replacing furniture, fixtures and equipment for the Community Alliance purposes, including without limitation, office furniture, office equipment, and maintenance equipment;

(iv) securing and maintaining all licenses and permits of the Community Alliance;

(v) contracting with the Manager (if any), and with attorneys, accountants and other professional consultants;

(vi) employing personnel, including the salaries, benefits and insurance costs of the personnel;

(vii) providing for maintenance and other services contemplated under the Development Agreement including, without limitation, maintenance of landscaping within public rights-of-way and Specialty Features and Materials (as defined in Section 4.7.B of the Development Agreement); and

(viii) enforcing the Community Documents, to the extent that the costs of enforcement are not recovered from the Owners or other parties against whom enforcement is pursued.

4.2.6 Collection through Associations. In its discretion, the Board may require that one or more of the Associations collect the Regular Assessments (to the extent payable by Owners who are members of such Association) on behalf of the Community Alliance. The Board shall give the applicable Association(s) written notice of such election at least sixty (60) days before the commencement of the fiscal year for which the Assessments are to be levied. In such case, the applicable Association(s) shall have the authority and responsibility to levy such Regular Assessments from such Owners, in the same manner as assessments are levied under the applicable Association Declaration(s), and the applicable Association(s) shall promptly pay the Regular Assessments collected to the Community Alliance. An Owner who pays a Regular Assessment to an Association pursuant to the foregoing shall have fulfilled its obligation to the Community Alliance; an Owner who fails to do so remains directly liable to the Community Alliance for such failure.

4.3 Special Assessments. The Board may levy additional Assessments for unexpected Operational Costs, including insufficient operating or reserve funds, or for an unexpected expense that is required by an order or other directive of any court or other governmental authority (“Special Assessments”), which shall be calculated, allocated and levied as follows:

4.3.1 Allocation of Special Assessments. Special Assessments shall be allocated among all Properties in the same manner as Regular Assessments, as set forth in Section 4.2.

4.3.2 Commencement of Special Assessments. The Board may levy a Special Assessments at any time after the date of the Recording of this Community Declaration.

4.3.3 Payment. Special Assessments may be due and payable in one payment or periodically as the Board shall direct at the time that the Special Assessment is levied; provided, however, that no installment of a Special Assessment shall be due from an Owner sooner than thirty (30) days after the Board has adopted its resolution authorizing such Special Assessment.

4.4 Reimbursement Assessments.

4.4.1 General Provisions. The Board may levy “Reimbursement Assessments” against any Owner to reimburse the Community Alliance for any and all direct and indirect costs incurred (a) to repair, restore or replace any Property for which the Community Alliance has maintenance or repair responsibility, where the need for such repair, restoration or replacement is due to the willful misconduct or negligent acts or omissions of an Owner (or its Permittees,

Occupants or Occupant's Permittees), (b) to enforce this Community Declaration against such Owner (or its Permittees, Occupants or Occupant's Permittees); (c) to bring an Owner or a Property into compliance with the provisions of the Community Documents, or (d) for such other purposes as are expressly contemplated by this Community Declaration. Each Reimbursement Assessment shall bear interest at the rate of eighteen percent (18%) per annum, commencing upon the due date of such Assessment.

4.4.2 Notice. Before the Community Alliance levies a Reimbursement Assessment against an Owner, the Board shall give notice to such Owner and shall provide such Owner with an opportunity for a hearing before the Board in accordance with the Bylaws. Notwithstanding the foregoing, in an emergency, or in any other situation in which the Board deems it appropriate, the Board may incur costs of the type set forth in Section 4.4.1 before the hearing, without prejudice to the ultimate outcome of the hearing.

4.4.3 Payment. Reimbursement Assessments shall be due and payable thirty (30) days after the date of the notice of the levy given to the applicable Owner.

4.5 Adjustment of Assessments. Community Declarant may provide in a Supplemental Community Declaration that Regular Assessments and Special Assessments for a specified Property or Properties may be levied at a discounted rate during the course of development of the Property, if Community Declarant determines that a discounted rate is appropriate for any individual Property or class of Properties in light of the use of the Property, market conditions, or such other factors as the Board may deem appropriate, all in its sole discretion.

4.6 Administration Fees. The Board may impose fees to help defray administrative expenses, including without limitation (a) fees for the preparation or completion of estoppel certificates requested pursuant to Section 11.10 below (which may include an additional amount for an expedited request), (b) document preparation fees in connection with the transfer of a Property (which may include an additional amount for an expedited request), and (c) fees to reimburse the Board in instances where the Board is required to pay a fee to an outside management company.

4.7 Community Declarant Subsidy. Until the end of the calendar year in which the Turnover Date occurs, Community Declarant shall have the right (but not the obligation) to exempt its own Property and any Property owned by a Community Declarant Party from the requirement to pay Assessments (other than Reimbursement Assessments). Community Declarant shall make such election at the commencement of each fiscal year and such election shall be binding on Community Declarant for such fiscal year. If Community Declarant makes such election, then Community Declarant shall pay to the Community Alliance, in the form of a subsidy, the difference between the actual Operating Costs for the fiscal year (including funding of reserves), determined on an accrual basis, and the income from Assessments, Fees and Other Charges payable by all other Owners during the fiscal year (but any such subsidy shall not include covering any failure of other Owners to pay their Assessments, Fees or Other Charges), determined on an accrual basis.

4.8 Personal Obligation for Assessments, Fees and Other Charges. Each Assessment, Fee and Other Charge payable with respect to a Property, and all associated Delinquency Costs, are the personal obligation of the Owner(s) of such Property at the time when the Assessment, Fee or Other Charge becomes due, and is also an obligation secured by the Property. Although an Assessment Lien is binding upon subsequent Owners of a Property, the personal obligation for delinquent Assessments, Fees and Other Charges is not binding on subsequent Owners of a Property unless expressly assumed by them. Notwithstanding any transfer of title, a delinquent Owner shall not be relieved of such personal obligation until such obligation is paid in full. No Owner shall be exempt from liability for payment of any Assessment, Fee or Other Charge by waiver of any right under any Community Document or by non-use of any of the Areas of Community Responsibility, or by the abandonment of such Owner's interest.

4.9 Assessment Lien. Subject to the limitations of Applicable Law, Community Declarant hereby establishes, for the benefit of the Community Alliance, a lien against each Property within the Community, to secure payment of all Assessments, Fees and Other Charges (including all Delinquency Costs) levied with respect to the Property (each, an "Assessment Lien"). The priority of an Assessment Lien shall be fixed as of the date of the Recording of this Community Declaration; provided that it shall be subordinate to (a) the liens of all taxes, bonds, assessments, and other levies which by Applicable Law would be superior, and (b) the lien or charge of any First Mortgage that is Recorded before the applicable Notice of Lien (as defined below).

4.10 Effect of Nonpayment of Assessments. If any Owner fails to pay any Assessment, Fee or Other Charge when due, then the Board may impose a late fee and may also impose interest at the rate of ten percent (10%) per annum on the unpaid amount until the amount is paid in full. Such late fee shall be in such reasonable amount as may be established by resolution of the Board from time to time, and shall also be subject to any grace period or cure period as may be established by resolution of the Board from time to time. Notwithstanding the foregoing, (a) in no event shall the interest or late charges payable hereunder exceed the maximum amount permitted by Applicable Law, and (b) interest on Reimbursement Assessments shall be as provided in Section 4.4.1 above.

4.11 Enforcement and Remedies. If any Assessment, Fee or Other Charge is delinquent, the Community Alliance shall be entitled to pursue the following rights and remedies, together with any other rights or remedies available to it at law or in equity, which the Board shall have the power to select and use in any order it shall determine reasonable and prudent, without exclusion, waiver or prejudice:

(i) bring an action at law and recover judgment against the Owner(s) personally obligated to pay the Assessment, Fee or Other Charge, including all Delinquency Costs; and

(ii) Record a notice of the Assessment Lien (a "Notice of Lien") against all Property(ies) of the Owner(s) who are personally obligated to pay the Assessment, Fee or Other Charge and, if applicable, against the Property to which the Assessment, Fee or Other Charge pertains, and, to the extent allowable under Applicable Law, thereafter foreclose the Assessment Lien in the manner provided for foreclosure of realty mortgages under Arizona

law and without prejudice to the right of the Community Alliance to recover any deficiency. The date of the Recording of the Notice of Lien shall not affect the priority of the Assessment Lien, such priority being established pursuant to Section 4.9 above. The Notice of Lien shall state (a) the amount of the unpaid Assessment, Fee or Other Charge (including Delinquency Costs to the extent then known), (b) a description of each Property against which the Assessment, Fee or Other Charge is levied, and (c) the name of the Owner(s) of each such Property, as shown in the records of the Community Declarant.

4.12 Verification of Assessments. In addition to any additional requirement under Applicable Law, the Community Alliance shall, within ten (10) days after request by any Owner or Mortgagee of a specified Property, and for a reasonable charge, furnish a certificate (addressed to any Person specified by such Owner or Mortgagee) signed by an authorized representative of the Community Alliance setting forth whether the Assessments, Fees and Other Charges on such Property have been paid and identifying the amount of any unpaid Assessments, Fees or Other Charges levied against such Property. Such a certificate shall be deemed conclusive evidence of the accuracy of the statements made therein, solely in favor of the Person to whom the certificate is addressed.

4.13 Transfer of Property. The sale or transfer of any Property, or other interest therein, shall not affect the Assessment Lien as to such Property, all of which shall be immediately due and payable upon such sale or transfer, and the sale or transfer shall not relieve such Property from liability for any Assessments thereafter becoming due or from any applicable Assessment Lien, except that the transfer of any Property, or other interest therein, pursuant to foreclosure or trustee's sale pursuant to a prior recorded First Mortgage shall extinguish the Assessment Lien (including fees, late charges, fines or interest levied in connection therewith) as to such Property so transferred. If a Property is transferred, the transferor shall remain liable to the Community Alliance for all unpaid Assessments against such Property through and including the date that written notification of the transfer is delivered to the Community Alliance.

4.14 Determination of Commercial Square Footage.

4.14.1 For all purposes under this Community Declaration, "Commercial Square Footage" shall mean the square footage of the floor area of the relevant Commercial Property, whether or not occupied or leased, which shall be determined by measurement in accordance with City Code provisions and/or industry standards applicable to office buildings, retail buildings and other Properties, as determined by Community Declarant. The term "Commercial Square Footage" also shall include any exterior area that is used exclusively for Commercial Uses as an outdoor restaurant dining area or an outdoor retail merchandising area, including any such area that is an Area of Community Responsibility (such as a sidewalk area) used pursuant to an easement or license granted by the Community Alliance for such purposes. In the case of a Building developed for both Commercial Uses and Residential Uses, Commercial Square Footage also may include an equitably allocated portion of any areas within the Building that are used or available for both uses (e.g., main lobby areas), if provided in the applicable Supplemental Community Declaration or any other Recorded document binding on all Owners within such Building. In the case of a condominium developed for Commercial Uses, the term "Commercial Square Footage" includes the square footage of the common elements

within the condominium, multiplied by the Owner's percentage ownership interest in such common elements.

4.14.2 Commercial Square Footage shall be stated in the Supplemental Community Declaration for each Commercial Property, based on the development plans for such Commercial Property at the time of the Recording of such Supplemental Community Declaration. Community Declarant (until the Turnover Date) or the Board (on or after the Turnover Date) may unilaterally amend such statement of Commercial Square Footage at the time of issuance of a building permit or issuance of a certificate of occupancy if the actual floor area of the Commercial Property varies from the development plans. Once a certificate of occupancy for a Building has been issued and the resulting Commercial Square Footage has been finally established, such Commercial Square Footage can be changed only if additions or modifications are made to the Building in accordance with any applicable Supplemental Community Declaration, including additions or modifications made in connection with reconstruction following casualty or condemnation, but only if such addition or modification results in a change in the dimensions of such Building.

ARTICLE 5

USE RESTRICTIONS

5.1 Compliance with Applicable Law. The Areas of Community Responsibility and each other Property shall be used and operated in accordance with the provisions of the Development Agreement, the applicable Community Documents, and Applicable Law.

5.2 Restricted Uses. No portion of the Community may be used for any use, activity or purpose (each a "Restricted Use") (a) that would create excessive noise, emit foul or obnoxious odors or any other condition that would tend to disturb the peace, or threaten the safety, of Occupants of other Properties, or (b) that would constitute or create a nuisance or be illegal. The foregoing restrictions shall not be construed to prohibit (i) normal or customary construction activities and/or maintenance activities, or (ii) truck traffic associated with any Commercial Use that is otherwise permitted.

5.3 Insurance Requirements. The Owners shall comply with all rules, regulations, and requirements of any insurance rating bureaus having jurisdiction over the Community or any portion thereof, and the provisions of the insurance policies obtained by the Community Alliance. The Owners shall not do anything that would materially increase the premiums of any policy of insurance maintained by the Community Alliance, would render any Property uninsurable, or create any valid defense to the Community Alliance's right to collect insurance proceeds, or cause any insurance policy to be cancelled, or cause a refusal to renew the same.

5.4 Telecommunications Facilities.

5.4.1 Except as set forth in Section 5.4.2 below, without the advance written consent of Community Declarant, which may be granted or withheld in Community Declarant's sole and absolute discretion, no Owner shall install or permit to be installed in, upon, over, under, across or through such Owner's Property any of the following: (i) improvements, equipment and facilities for (A) telecommunications, (B) transfer of audio, video and data

signals, (C) transmission of any other signals by electrical, light wave, wireless frequencies or radio frequencies, or (D) any other methods of communication and information transfer, including without limitation any wireless internet portal or other “internet hotspot”, or (ii) any associated improvements, equipment and facilities, including but not limited to antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other enclosures or connections (the items described in the foregoing clauses (i) and (ii) being referred to collectively in this Declaration as the “Telecommunications Facilities”). Community Declarant intends that the term “Telecommunications Facilities” be interpreted as broadly as possible and include facilities based on new technologies that replace the technologies that are used when this Agreement is recorded. Notwithstanding the foregoing, public utilities holding a valid franchise license under Applicable Law shall not be prohibited from installing underground or above-ground cable, conduit and related facilities, including above-ground cabinets and pedestals, but not including antennas and related facilities, if and to the extent such installation is authorized under a duly recorded public utility easement granted by Community Declarant.

5.4.2 Nothing contained in this Section 5.4 shall prohibit an Owner from installing Telecommunications Facilities within such Owner’s Property if such Telecommunications Facilities (other than underground cabling) are located entirely within a Building (or, if located outside of the Building, are screened in a manner approved by Community Declarant) and if such Telecommunication Facilities do not generate passive revenue for the Owner or Occupant of any Property, or any third party, and if such Telecommunications Facilities are solely for the purpose of communications to and from (or among) the occupants of such Building. Without limiting the generality of the foregoing, cell phone repeaters located entirely within a Building, solely for the benefit of persons within the Building, are not prohibited.

5.4.3 Without the advance written consent of Community Declarant, which consent may be withheld in its sole and absolute discretion, (a) no Owner shall grant or dedicate any easement, license or other right on, across, under or over or affecting any Property that would interfere with, compete with or conflict with the operation of any Telecommunications Facilities that is permitted by this Section 5.4, and (b) no Owner shall enter into any agreement which permits any other person or party to provide, install, build or operate any Telecommunications Facilities.

ARTICLE 6 **EASEMENTS**

6.1 Areas of Community Responsibility. Community Declarant hereby establishes for itself (effective until the Turnover Date) the right and easement to install, construct, maintain, repair, replace and operate such Improvements as it deem appropriate within the Areas of Community Responsibility owned by the Community Alliance, including landscaping, sidewalks, walkways, courtyards, parks, water features, art, drainage areas, lighting, street improvements, signage, comfort stations, and Community monumentation. In addition, Community Declarant hereby establishes for itself a perpetual, non-exclusive easement over upon and across all such Areas of Community Responsibility for purposes of such access as may

be reasonably required in connection with such activities. The foregoing does not create any duty on the part of Community Declarant.

6.2 Maintenance Easement. Community Declarant hereby establishes for itself (effective until the Turnover Date) and hereby grants to the Community Alliance, a non-exclusive easement over, upon and across all Areas of Community Responsibility, and (to the extent applicable) all other portions of the Community, for the purpose of performing such maintenance, repair, replacement, reconstruction or restoration as Community Declarant or the Community Alliance is authorized or required to perform in accordance with the provisions of this Community Declaration, and such access as may be reasonably required in connection with such activities. In the case of any such entry over, upon and across any Property that is not owned by the Community Alliance, (a) Community Declarant or the Community Alliance shall endeavor to provide reasonable prior notice to the Owner and/or Occupant, except in the case of emergency, where no such notice shall be required, and (b) Community Declarant or the Community Alliance shall use commercially reasonable efforts to reasonably minimize any inconvenience to the Owner and/or Occupant.

6.3 Enforcement Easement. Community Declarant hereby establishes for itself and grants to the Community Alliance, a non-exclusive easement and right of access over, upon and across the Areas of Community Responsibility and all other portions of the Community, for the purpose of taking such action as may be reasonably required to exercise the remedies of the Community Declarant or the Community Alliance (as applicable) in regard to any violation of this Community Declaration or any other Community Document. In the case of any such entry over, upon and across any Property that is not owned by the Community Alliance, (a) Community Declarant or the Community Alliance shall endeavor to provide reasonable prior notice to the Owner and/or Occupant, except in the case of emergency that threatens imminent damage to any Person or property, where no such notice shall be required, and (b) Community Declarant or the Community Alliance shall use commercially reasonable efforts to minimize any inconvenience to the Owner and/or Occupant.

6.4 Telecommunications Easement.

6.4.1 Community Declarant hereby establishes and expressly reserves to itself, from all future dedications and conveyances of all or any portion of the Community, a non-exclusive easement (“Telecommunications Easement”) in, upon, over, under, across and through the entire Community (and all improvements thereon), for the purpose of installation, construction, maintenance, repair, replacement and operation of Telecommunications Facilities, including, without limitation access over the entire Community (and all improvements thereon) as reasonably required for such purposes; provided that the Telecommunications Easement shall not apply to (a) any residential lot within the Community that is now or hereafter developed with a single-family dwelling before the installation of any Telecommunications Facility within such residential lot, or (b) any portion of the Community that is hereafter dedicated to the City of Apache Junction for purposes of roadway improvements or related improvements.

6.4.2 The Telecommunications Easement shall include the right to install, operate, maintain, repair, replace, relocate and upgrade any Telecommunications Facilities in or upon any Building within the Community that is not a single-family dwelling on a residential lot,

including, without limitation, on the roof or exterior of any such Building, or in spaces, voids, areas between walls, raceways, utility areas, risers, conduits, equipment rooms, communication rooms or other unoccupied areas of any such Building, subject to the terms of this Subsection 6.4.2, including the right to penetrate the roof membrane; provided that (i) such penetration shall be created in a good and workmanlike manner so as not to invalidate any roof or other warranty or to otherwise compromise the structural integrity of the affected Building, (ii) use of the Telecommunications Easement shall not unreasonably interfere with an Owner's development and use of its Property, (iii) Community Declarant shall use reasonable efforts to minimize alteration, removal or damage to any Improvement and shall promptly repair any damage to any Improvement caused in connection with Community Declarant's exercise of the Telecommunications Easement, (iv) prior to entering into any interior space within any Improvement, Community Declarant shall use reasonable efforts to first notify the Owner of the Property, (iv) Community Declarant shall use reasonable efforts to reduce the visual and aesthetic impact of any Telecommunications Facilities installed in connection with Community Declarant's exercise of the Telecommunication Easements, taking into account the technical and operating requirements for the relevant Telecommunications Facilities.

6.4.3 Upon the completion of any installation, construction, maintenance, repair, replacement and operation of Telecommunications Facilities, the party undertaking such action shall promptly restore all affected real property (including landscaping and other improvements located thereon); provided that the Telecommunications Easement shall include the right to trim and remove landscaping whenever, in Community Declarant's reasonable judgment, it is necessary for the convenient and safe use of Telecommunications Facilities located within Telecommunications Easement.

6.4.4 Community Declarant may assign the Telecommunications Easement to any one or more persons engaged in the business of owning or operating Telecommunications Facilities (a "Telecommunications Provider"), with respect to any portion or portions of the Community, on a non-exclusive basis, as set forth in one or more Recorded documents executed by both Community Declarant and the relevant Telecommunications Provider. Upon any such assignment, Community Declarant and the relevant Telecommunications Provider shall have such rights and obligations with respect to the affected portion(s) of the Community as such Recorded document may specify.

ARTICLE 7

DAMAGE OR DESTRUCTION; CONDEMNATION

7.1 Damage to Areas of Community Responsibility. If any Improvements within any Areas of Community Responsibility owned by the Community Alliance are damaged or destroyed by fire or other casualty, then the Community Alliance shall repair or reconstruct such damaged or destroyed Improvements in a manner and to a condition that provides substantially the same benefits as originally provided by such Improvements, subject to such alterations as may be approved by the Board and Community Declarant ("Restoration Work"). All costs for completing the Restoration Work shall be paid (a) from proceeds of insurance required to be maintained by the Community Alliance or otherwise available to the Community Alliance (collectively, "Insurance Proceeds"), (b) from other funds available for such purposes (such as

applicable reserves), and (c) to the extent the foregoing are not sufficient for the costs for completing the Restoration Work, through a Special Assessment against all Owners entitled to the use or benefit of such Area of Community Responsibility, which Special Assessment is hereby deemed approved by all applicable Owners.

7.2 Condemnation of Areas of Community Responsibility. If all or any part of any Area of Community Responsibility that is owned by the Community Alliance is taken by eminent domain, the net proceeds of condemnation shall be paid to the Community Alliance and shall be used to restore or replace the portion of the Areas of Community Responsibility affected by condemnation, if and to the extent such restoration or replacement is practical. Any remaining proceeds relating to such condemnation, restoration or replacement, shall be applied to Operational Costs. The Community Alliance shall have the right and authority to represent all of the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of part or all of any Area of Community Responsibility owned by the Community Alliance.

ARTICLE 8

ANNEXATION AND WITHDRAWAL OF ADDITIONAL PROPERTY

8.1 Annexation of Additional Property by Community Declarant. Prior to the Turnover Date, Community Declarant shall have the unilateral right and authority (but not the obligation) from time to time and at any time, to subject additional real property (including Improvements), including a leasehold interest in real property, to the provisions of this Community Declaration by executing and Recording a declaration of annexation (a "Declaration of Annexation"), which may be a Supplemental Community Declaration that includes annexation provisions. Any such annexation shall be effective upon the Recording of such Declaration of Annexation, unless otherwise provided therein.

8.2 Annexation of Additional Property by the Community Alliance. After the Turnover Date, the Community Alliance shall have the right and authority (but not the obligation) from time to time and at any time, to subject additional real property (and all Improvements thereon), including a leasehold interest in real property, to the provisions of this Community Declaration by executing and Recording a Declaration of Annexation pertaining to such real property, provided that the owner of the relevant Annexation Property executes a Recorded consent to the Declaration of Annexation. Any such Declaration of Annexation shall be effective upon Recording unless otherwise provided therein.

8.3 Effect of Annexation; Assessments. Upon the Recording of a Declaration of Annexation, the annexed property, and the Owners thereof, shall have all of the rights, benefits and easements described in this Community Declaration and the other Community Documents, and shall be subject to all of the obligations, burdens and liabilities described in this Community Declaration and the other Community Documents.

8.4 Withdrawal of Property. Until the Turnover Date, Community Declarant shall be entitled to withdraw portions of the property owned by Community Declarant and subject to this Community Declaration in accordance with this Article 8 from the terms and conditions of this Community Declaration by executing and Recording a declaration of withdrawal (a "Declaration

of Withdrawal”). For purposes of this Community Declaration, the withdrawn property shall be referred to as the “Withdrawn Property”. Subject to the foregoing, any such withdrawal shall not require the joinder, ratification or approval of the Community Alliance, any Association, or any Owner, Mortgagee, lienholder or other third party. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Community Declaration, the Withdrawn Property and its Owner shall no longer have any of the rights, benefits and easements described in this Community Declaration or the other Community Documents, and shall no longer be subject to any of the obligations, burdens and liabilities described in this Community Declaration or the other Community Documents. Notwithstanding the foregoing, if any Property that remains subject to this Community Declaration is benefited by any easement established under this Community Declaration over any Withdrawn Property, then such withdrawal may be conditioned on the preservation of such easement or the replacement of such easement with an equivalent easement established at the time of withdrawal by separate Recorded instrument, as determined by Community Declarant.

ARTICLE 9

RESERVED COMMUNITY DECLARANT RIGHTS

9.1 Community Declarant’s Reserved Rights. In addition to other Declarant rights described herein, Community Declarant reserves the following rights with respect to the Community during the period before the Turnover Date:

(i) The right, but not the obligation to install Improvements within the Areas of Community Responsibility, and to increase, add to or expand such Improvements, and to make any additions, alterations or improvements to the Areas of Community Responsibility as may be desired by Community Declarant, in its sole and absolute discretion, without the consent of the Community Alliance, any Association, any Owner, Mortgagee, lienholder or other third party.

(ii) The right (which Community Declarant may permit to be exercised by its licensees, agents, employees, contractors, consultants and representatives) to the non-exclusive use of all of the Areas of Community Responsibility (other than Restricted Areas of Community Responsibility) and the Improvements therein, without charge, including ingress and egress, as necessary, for purposes of sales, marketing, advertising, display, signs, community events, public activities, access, construction, development and any other activities or purposes, including the right to (i) place, erect or construct portable, temporary, or accessory buildings or structures upon any portion of the Areas of Community Responsibility (other than Restricted Areas of Community Responsibility) or any other Property owned by any Community Declarant Party for such activities or purposes; (ii) temporarily deposit, dump, or accumulate materials, trash, refuse and rubbish upon any portion of the Areas of Community Responsibility (other than Restricted Areas of Community Responsibility) or any other Property owned by any Community Declarant Party, in connection with the development or construction of Improvements within the Community; and (iii) post, display, inscribe or affix to the exterior of any Improvement upon any portion of the Areas of Community Responsibility (other than Restricted Areas of Community Responsibility) or any other Property owned by any Community Declarant Party signs and other materials used in developing, constructing, selling, leasing, or promoting the Community.

(iii) The right to grant such other easements over the Areas of Community Responsibility (other than Restricted Areas of Community Responsibility) as Community Declarant deems appropriate.

(iv) The right to enforce the obligations of the Community Alliance to properly maintain and operate any portion of the Community as required by this Community Declaration. In the event the Community Alliance defaults with respect to any of its obligations to operate or maintain any portion of the Community, Community Declarant shall have the right to perform such work and be reimbursed for any costs and expenses incurred by Community Declarant as a result, including the right to enforce restrictions, conditions and limitations, if any, contained within the any documents and agreements affecting the Community at the time of Recording of this Community Declaration, as such documents may be amended, modified and/or supplemented from time to time.

(v) The right, without approval or joinder of any other Person, to (A) subdivide or re-subdivide (including by means of a condominium plat) all or any part of the Community owned by Community Declarant or by any Owner who consents to such plat or replat, and (B) grant easements over all or any part of the Community owned by Community Declarant or by any Owner who consents to such easement, and (C) dedicate fee title to the City or any other applicable governmental authority, including school districts and other educational bodies, with respect to all or any part of the Community owned by Community Declarant.

(vi) The right to Record a Supplemental Community Declaration over all or any part of the Community that is owned by Community Declarant or that is owned by an Owner who consents to such instrument, which may contain such terms and provisions as Community Declarant (and such Owner, if any) may deem appropriate. The foregoing shall include the right to Record a supplement or addendum to this Community Declaration for the purpose of correcting errors in this Community Declaration.

(vii) The right to Record a Declaration of Annexation or Declaration of Withdrawal, as contemplated under Article 8 above.

(viii) The right to erect, construct and maintain on any Property owned or controlled by any Community Declarant Party, or its successors or assigns, such structures as Community Declarant may deem to be appropriate in connection with the development of the Community and dispose of the same by sale, lease or otherwise.

9.2 Community Declarant Exemption. Anything in this Community Declaration to the contrary notwithstanding, until the Turnover Date, nothing herein shall be construed to prevent, limit or impair Community Declarant's right and ability to complete development of the Community in any manner determined by Community Declarant from time to time.

9.3 MODIFICATION OF COMMUNITY. SUBJECT TO APPLICABLE LAWS, COMMUNITY DECLARANT RESERVES THE ABSOLUTE RIGHT AT ANY TIME AND FROM TIME TO TIME PRIOR TO THE TURNOVER DATE TO MODIFY THE PLAN FOR THE COMMUNITY. INCLUDED IN THIS RIGHT IS THE RIGHT OF COMMUNITY DECLARANT OR ANY THIRD PARTY APPROVED BY THE COMMUNITY

DECLARANT TO CONSTRUCT IMPROVEMENTS THAT ARE NOT CONTEMPLATED BY THIS COMMUNITY DECLARATION. IN THE EVENT COMMUNITY DECLARANT CHANGES THE TYPE, SIZE, NATURE OR TIMING OF CONSTRUCTION OF THE IMPROVEMENTS TO BE CONSTRUCTED UPON ANY PROPERTY, COMMUNITY DECLARANT SHALL HAVE NO LIABILITY THEREFOR TO ANY OWNER OR OCCUPANT. IN ADDITION, COMMUNITY DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE MANNER IN WHICH ANY OTHER LANDS OUTSIDE THE COMMUNITY WILL BE DEVELOPED, AND SHALL HAVE NO LIABILITY TO ANY OWNER OR OCCUPANT REGARDING THE DEVELOPMENT OF ANY OTHER LAND IN OR AROUND THE COMMUNITY.

9.4 Assignability of Community Declarant's Rights. Any or all of the rights of Community Declarant under this Community Declaration may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis, provided that such assignment shall not enlarge the rights beyond those contained herein and provided further that no such assignment shall be effective unless it is set forth in a Recorded instrument signed by Community Declarant. Any assignee of less than all of Community Declarant's rights shall not be deemed Community Declarant, nor shall it be burdened by any of Community Declarant's obligations arising under this Community Declaration, except as expressly and specifically assigned and assumed. Any partial assignee may exercise only such rights of Community Declarant as are specifically assigned to it. No assignee shall have any liability for any acts of Community Declarant or any prior Community Declarant occurring prior to the date of assignment or transfer unless such assignee is assigned and agrees to assume such liability. Any rights of the Community Declarant (as such) under this Community Declaration that are not assigned on or before the Turnover Date shall be deemed to have been permanently extinguished as of the Turnover Date.

9.5 Amendment. This Article 9 may not be amended without the express written consent of Community Declarant.

ARTICLE 10 **DISCLOSURES**

Community Declarant provides the following disclosures respecting the Community, effective only as of the date of the Recording of this Community Declaration. These disclosures are provided as an accommodation and are not intended to address all matters that might be of concern to Persons who are interested in acquiring an interest in real property within the Community. Such Persons must make their own investigation of the Community. Community Declarant reserves the right to Record one or more supplements or addenda to this Community Declaration over all or any portion of the Community to provide additional disclosures or to correct or update disclosures set forth below, but Community Declarant has no obligation to do so.

10.1 Exclusive Rights to Use Name of Development. Community Declarant (and/or other Community Declarant Parties) has the exclusive rights to adopt one or more names for the Community and similar or derivative names, along with all associated trademarks entity names, domain names, and logos (collectively, as and when adopted, the "Community Marks"). Except

as provided below, no Owner, Occupant, Permittee or other Person shall use any of the Community Marks regardless of their interest in the Community or any Property, for advertising or any other purpose in any promotional material, whether printed, audio, video, incorporated into a domain name or otherwise, in any signage, or in any logo or depiction without the prior written consent of the Community Declarant Party(ies) who owns such mark, except that a Person operating a business within the Community may use the Community name as necessary to designate the location of the Person's business. In addition, any use of a Community Mark in connection with or displayed on any signage, or in any sales, rental, or other materials or documentation related to the use of a Property, shall be subject to Community Declarant's prior written consent and shall not contain copyrighted information from Community Declarant's website or its logos in such sales materials. Such approval may be given or withheld in Community Declarant's sole and absolute discretion and may be subject to such terms and conditions as Community Declarant deems appropriate.

10.2 Publicity Release. Each Owner is deemed to have agreed that photographs, video or film footage taken of participants at any event sponsored by the Community Alliance or any Community Declarant Party may be subsequently used by any Community Declarant Party for commercial purposes in advertising, marketing and public relations materials, including, but not limited to, newsletters, community calendars, welcome centers, and websites published or sponsored by any Community Declarant Party. In addition, by attending such events, each Owner acknowledges and agrees to allow such use and waives any right to pre-approval, royalties or other compensation arising from or related to the use of such photographs, video or film footage, which shall remain the sole copyrighted property of the applicable Community Declarant Party.

10.3 Photography of Buildings. Each Owner hereby consents to having the exterior of any Building constructed on or in such Owner's Property photographed by professional photographers contracted by Community Declarant, and agrees that such photographs may be used by any Community Declarant Party in advertising and marketing materials and also may be used to demonstrate design guideline principles applicable to structures constructed at the Community. All such photographs and all such uses shall be at no cost to such Owner and such Owner shall allow such uses free of charge and without compensation. Each photography session, if any, shall be conducted at a mutually convenient time and date as agreed between the Owner and Community Declarant. The photography crew shall have the right to enter onto the relevant Property on the day of the photography session to conduct its work. Any damage caused by such crew shall be the responsibility of Community Declarant who shall promptly cause any such damage to be repaired, entirely at its cost, and with minimal inconvenience to the applicable Owner.

10.4 Airport Influence Area Disclosure. Each Owner and Occupant acknowledges that: (a) the Community is in close proximity to the Phoenix-Mesa Gateway Airport flight path, and is located approximately five (5) miles from the Phoenix-Mesa Gateway Airport (part of the former Williams Air Force Base) (the "Airport"), which is currently located between Ellsworth Road on the east, Ray Road on the north, Power Road on the west and Pecos Road on the south; (b) the Airport is a general aviation reliever/commercial service airport with the majority of Airport traffic arising from general aviation flight training, though military aircraft, large aircraft

flight-testing and cargo operations are common, and in 2003 the Airport began passenger service and such service is expected to increase; (c) aircraft taking off from and landing at the Airport may fly over the Community and adjacent properties at altitudes which will vary with meteorological conditions, aircraft type, aircraft performance and pilot proficiency; (d) the Airport is open twenty-four (24) hours each day, so takeoffs and landings may occur at any hour of the day or night; (e) the number of takeoffs and landings at the Airport will vary and likely increase with time; (f) flights over the Community by aircraft taking off from or landing at the Airport may generate noise, the volume, pitch, amount and frequency of occurrence of which will vary depending on a number of factors, including without limitation the altitudes at which the aircraft fly, wind direction and other meteorological conditions and aircraft number and type, and may be affected by future changes in Airport activity; and (g) as of the date hereof, management of the Airport has policies in place intended to help reduce or minimize aircraft noise and its influence on owners and occupants of properties in the vicinity of the Airport, but those policies may change over time and in addition other aspects of such policies (including, without limitation, those intended to promote safety) may be given preference over policies relating to limiting noise. Each Owner and Occupant hereby accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including, without limitation, noise caused by or associated with aircraft flying over the Community), and agrees not to assert or make any claim against Community Declarant (or its direct and indirect owners) or the Community Alliance, or any director, officer, employee, agent, representative or contractor of any of them. Any questions regarding the operation of the Airport can be directed to the Phoenix-Mesa Gateway Airport at (480) 988-7600 or www.phxmesagateway.org.

10.5 Events. The Community Alliance or other parties authorized by the Community Declarant or the Community Alliance may sponsor community events and public activities within Areas of Community Responsibility. These events and activities may create increased numbers of visitors to the Community and/or require access to certain areas of the Community be temporarily limited or restricted. Owners and Occupants, especially those working or living adjacent to or near the areas described, may experience increased light, noise, dust and additional pedestrian and vehicular traffic, temporary road closures and detours, etc. typically associated with such facilities and activities. Owners and Occupants hereby waive any and all claims they may have against the Community Alliance, the Associations and/or the Community Declarant Parties with respect to all such matters.

10.6 Changes in Development Plans. Each Owner and Occupant acknowledges that Community Declarant's development plans for the Community may be amended from time to time, that there is no guarantee that the Community (or any portion thereof) will be developed as proposed in such development plans, that the total number of residential units in the Community (or any portion thereof) may increase or decrease from the current development plans, and that the total amount of commercial, office, hotel and retail development in the Community (or any portion thereof) may increase or decrease from the current development plans.

10.7 Wildlife Issues. Each Owner and Occupant is advised that the Community is situated near desert areas where native wildlife exists and, accordingly, wild animals may enter the Community and present a danger. During periods of construction activity, it is common for

desert wildlife to actively migrate away from the development area, which is surrounded by open space. Wildlife includes, but is not limited to, desert cottontail and other rabbits, desert tortoise (non-endangered type), black-tailed jackrabbit, birds, javelina, coyotes, mule deer, various rodents, lizards, scorpions, snakes, mountain lions, bobcats and bears.

10.8 Ongoing Construction Activities. Construction of the Community will continue for a number of years and possibly decades. There will be a significant amount of construction related activities (i.e., construction traffic, dust, dirt, debris, noise, as well as rock crushing areas) at varying times of the day. Although Community Declarant and the other parties constructing the Community will make efforts to alleviate and mitigate such construction related activities, neither will assume responsibility for any discomfort or inconvenience that Owners and Occupants may experience during this period.

10.9 Controlled Access. Although certain neighborhoods within the Community may have restricted access for privacy purposes, the Community, as a whole, is not gated and is not otherwise a controlled-access community. Neither the Community Declarant Parties nor the Community Alliance have any affirmative obligation, and none of the foregoing parties assume any legal duty, to take any measures to provide security or insure the safety, privacy or security of individuals or property within the Community. Neither the Community Declarant Parties nor the Community Alliance makes any representation as to the effectiveness or adequacy of any measures that are taken, or may have been taken, voluntarily or otherwise, by the Community Declarant, the Community Alliance or any other person, including lighting or access control facilities.

10.10 Development Agreement. The entire Community is subject to the Development Agreement. This document imposes certain use restrictions, governs important aspects of the development and maintenance of vital infrastructure as well as recreational amenities, and also requires the provision of utilities, fire and police protection and other services by the City. Various maintenance obligations under the Development Agreement will be assumed by Community Alliance and funded by Assessments payable under this Declaration.

10.11 State Land. The Community is adjacent to state land administered by the Arizona State Land Department. The state land parcel remains subject to auction sale and the purchaser, together with the City, would determine whether and how the land would be developed. In addition, certain other land surrounding the general area of the Community is presently owned by the State of Arizona or the Federal Government.

10.12 Electrical Substation; Magnetic Fields. One or more electrical substations and related facilities may be constructed within or near the Community, which may produce noise, vibration, odor and/or other disturbances during periods of operation. Electrical transmission lines will be located in the vicinity of the Community. Community Declarant makes no representation or warranty regarding electric or magnetic field levels within the Community and all inquiries regarding the same should be referred to Western Area Power Administration and Salt River Project.

10.13 Telecommunications Facilities. Each Owner, by its acceptance of a deed with respect to any real property within the Community is hereby deemed (i) to acknowledge that

Telecommunications Facilities may be visible from such Owner's real property and may produce noise, vibration, and/or other disturbances, and (ii) to release and discharge every Community Declarant Party and the Alliance of and from any and all liability for any and all claims and damages of any kind that may arise at any time in connection with the installation, construction, maintenance, repair, replacement and operation of any such Telecommunications Facilities.

10.14 Use of Reclaimed Water. Each Owner and Occupant acknowledges that the development and operation of the Community may include the implementation of water conservation techniques, when and where feasible and as required by Applicable Law. In addition, the Community Declarant and the Community Alliance, but not an Owner, has the right, but not the obligation, to use recycled or reclaimed water to irrigate Areas of Community Responsibility. The Community Declarant and the Community Alliance reserve the right to designate the areas of application of such water in their sole discretion.

10.15 View Impairment. Neither the Community Declarant nor the Community Alliance guarantees or represents that any view from any Property (or from any Improvement constructed thereon or therein) will be preserved without impairment. Neither the Community Declarant nor the Community Alliance shall have any obligation to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement or under Applicable Law. The Community Declarant (effective until the Turnover Date) and the Community Alliance each has the right to add or remove trees and other landscaping within the Areas of Community Responsibility from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air in favor of any Owner or Occupant.

10.16 Vicinity to Freeways. Each Owner and Occupant is advised that freeways are constructed, and planned for construction, near the Community. Such freeways include the existing US 60 Freeway and State Route 24. Owners and Occupants may experience traffic, noise, dust, odor, and other nuisances associated with such freeways and construction. Such freeways may further pose as safety hazards to persons, animals and property. Each Owner and Occupant is further advised that the potential exists for the construction of new freeways or widening of existing freeways; any such construction may produce noise, vibration, fumes, dust, additional traffic, fuel particles and other effects from construction, which some individuals may find objectionable. Community Declarant makes no representation or warranty regarding the levels of any such effects within the Community; all inquiries regarding the same should be referred to the City of Apache Junction Transportation Department or the Arizona Department of Transportation.

10.17 Proximity to Fissures. Each Owner and Occupant is advised that fissures may be located near or within the vicinity of the Community. Fissures are surface cracks in the earth caused by excessive groundwater pumping and have been documented throughout Arizona in places such as, but not limited to, Apache Junction. Community Declarant is not aware of any fissures within the Community, but makes no representation or warranty regarding the absence of fissures in or around the Community or regarding any risks to health or safety that may be posed by any fissures. All inquiries regarding the same should be referred to the Arizona Geological Survey.

10.18 Proximity to Community Service Facilities and Amenities. Each Owner and Occupant is advised that near the Community are located schools, hospitals, parks golf courses, sports complexes, fire stations, water and wastewater treatment facilities, and other like facilities and amenities. Additional similar facilities are anticipated in and near the Community. The operation and normal use of such facilities and amenities may expose the Community to night light, traffic, noise, or other effects that may be disturbing to some individuals. Community Declarant makes no representation or warranty regarding the levels of such effects within the Community.

10.19 Proximity to CAP Facilities, Canals, Reservoirs, Washes. Each Owner and Occupant is advised that canals, reservoirs, washes, Central Arizona Project facilities (including aqueducts), and other waterways and watercourses may be located near or with the vicinity of the Community. Such facilities may pose safety hazards to persons, animals and property.

ARTICLE 11

GENERAL PROVISIONS

11.1 Enforcement. The Board and the Community Declarant exclusively (and not any individual Owner, Permittee or Occupant) shall have the right to enforce the provisions of this Community Declaration. In connection with such enforcement, the Board or the Community Declarant (as applicable) shall be entitled to recover court costs and reasonable attorneys' fees as ordered by the court or other adjudicating body. Failure by the Board or the Community Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding the foregoing, (i) any Owner may petition the Board in writing requesting enforcement by the Board of an asserted violation of any provision of this Community Declaration, (ii) upon receipt of such petition, the Board shall schedule a special meeting regarding the subject of the petition, and provide notice of the special meeting to all affected Owners in accordance with the Bylaws, (iii) after such special meeting, the Board shall determine, in its discretion, exercising its reasonable business judgment, whether and how to pursue the subject matter of the petition, and (iv) the Board, in its discretion, may permit the petitioning Owner to pursue enforcement of the matter, at the sole expense of such Owner, and may assign to the Owner such rights of the Community Alliance as the Board may deem appropriate to permit such enforcement. The determination of the Board as to how to proceed with the subject matter of the petition shall be final and binding on all Owners.

11.2 Dispute Resolution. Except as set forth below in this Section 11.2, any dispute arising under this Declaration (a "Dispute") shall be governed by the provisions of this Section 11.2. Each party to the Dispute is hereby deemed to have waived its right to seek a judicial determination of the Dispute. Resolution of the Dispute shall be commenced by any party to the Dispute giving notice of the Dispute (a "Dispute Notice") to the other party(ies).

11.2.1 After a Dispute Notice is given, the parties to the Dispute shall attempt to negotiate, in good faith, a resolution of the Dispute. If the Dispute is not resolved by negotiation within fifteen (15) days after the Dispute Notice is given, the Dispute shall be submitted to mediation pursuant to Section 11.2.2 below.

11.2.2 Any mediation of a Dispute shall be held under the Commercial Mediation Rules of the American Arbitration Association. The Dispute shall be submitted to a mediator mutually selected by the parties, or, if the parties cannot agree upon the selection of a mediator within thirty (30) days after the Dispute Notice is given, then within seven (7) days thereafter, one or more parties may request that the Presiding Judge of the Superior Court in and for the County of Maricopa, State of Arizona, appoint a mediator. The cost of any such mediation shall be divided equally between or among the parties. The results of the mediation shall be non-binding unless otherwise agreed in writing. The mediation shall be confidential, private and otherwise governed by the provisions of A.R.S. § 12-2238. If the Dispute is not resolved by mediation within seventy-five (75) days after the Dispute Notice is given, the Dispute shall be submitted to arbitration pursuant to Section 11.2.3 below.

11.2.3 Any arbitration of a Dispute shall be conducted in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. The hearing must be held within thirty (30) calendar days following the date upon which the arbitrator is appointed. The arbitration proceeding shall take place in Phoenix, Arizona. The arbitrator shall afford to the parties a hearing and the right to conduct discovery in accordance with the Arizona Rules of Civil Procedure, submit evidence, with the privilege of cross-examination on the question at issue. The arbitrator shall make a determination in writing and shall give notice to the parties of such determination within ten (10) business days following the hearing. The arbitrator shall assess its fees, all other fees and costs of any such arbitration proceeding and reasonable attorneys' fees against the Party who in the arbitrator's opinion is not the prevailing party.

11.2.4 The foregoing provisions of this Section 11.2 do not apply to any dispute pertaining to the determination, levy, collection or payment of any Assessment.

11.3 Binding; Run With Land. The provisions of this Community Declaration shall constitute covenants running with the land and equitable servitudes, shall run with and bind the Community and all interests therein, including, without limitation, the fee interest and any leasehold interests, and shall inure to the benefit of and shall be binding upon the Owners, and each holder of any interest in any Property, and their grantees, Mortgagees, heirs, successors, assigns and personal representatives, with the same full force and effect as though set forth in full in every grant, conveyance or demise of the Community, or any part thereof. All Owners and Occupants are subject to and bound by the provisions of this Community Declaration (including without limitation any Owner whose title is obtained through foreclosure, trustee sale, deed in lieu thereof, or other similar means). Owners shall require their Permittees, Occupants and Occupant's Permittees to observe all applicable provisions of this Community Declaration. Notwithstanding any other provisions in this Community Declaration, the provisions of this Community Declaration shall only be applicable to those portions of the Community that have been issued a Partial Patent and shall not run with, bind or have any effect on any Unpatented Property.

11.4 Invalidity of Any Provision. If any provision of this Community Declaration is declared by a court of competent jurisdiction to be invalid or in conflict with any Applicable

Law, the validity of all other provisions of this Community Declaration shall remain unaffected and shall continue in full force and effect.

11.5 Term. This Community Declaration shall remain in effect for a term of fifty (50) years from the date this Community Declaration is Recorded, after which it shall be extended for successive periods of ten (10) years, unless a written instrument terminating this Community Declaration and signed by Owners having not less than seventy-five percent (75%) of the Memberships and by such Owners' First Mortgagees, has been Recorded within the year preceding the end of the initial term or any extended term of this Community Declaration.

11.6 Amendments. This Community Declaration may be amended only by a written, Recorded instrument that has been approved in writing by no less than sixty-seven percent (67%) of the Memberships; provided, however that (a) until the Turnover Date, no such amendment shall be valid until and unless such amendment is consented to and executed by the Community Declarant, and (b) no amendment may increase or decrease the proportionate voting rights or Assessment obligations of any Owner relative to other Owners. Any amendment of this Community Declaration shall contain a certification in writing executed and acknowledged by an officer of the Community Alliance that the required written approvals set forth in this Section 11.6 have been obtained. Notwithstanding the foregoing, or any other provision of this Community Declaration, the Community Declarant may unilaterally amend this Community Declaration in any manner that has no material adverse impact on any Owner.

11.7 Mortgagee Rights and Protections.

11.7.1 Invalidity. No breach of any covenant and/or restriction, nor the enforcement of any lien provision contained in this Community Declaration, shall render invalid the lien of any Mortgage made in good faith and for value. Any Mortgagee or other purchaser who obtains title to a Property pursuant to the remedies provided in the Mortgage (including foreclosure of the Mortgage, trustee sale or acceptance of deed in lieu thereof) shall take the Property free of any claims for unpaid Assessments, Fees or Other Charges under this Community Declaration which became due and payable prior to the date such Mortgagee or other purchaser acquired title. No such sale or transfer shall relieve the Property from any Assessments, Fees or Other Charges thereafter becoming due or from the lien of any subsequent levy of an Assessment, Fee or Other Charge.

11.7.2 Payment. Mortgagees may jointly or singly pay any Assessment, Fee or Other Charge which is in default and take any action reasonably necessary to cure any other default under this Community Declaration by the Owner who is subject to the Mortgage with the same effect as such cure by the Owner itself.

11.7.3 Assignment of Voting Rights. Any Owner may assign all, but not less than all, of its voting rights under this Community Declaration to its First Mortgagee, as security for the obligations secured by such First Mortgage. Prior to actual receipt by the Community Alliance of notice from the First Mortgagee of such First Mortgagee's right to exercise the voting rights appurtenant to any Property, the Community Alliance shall be entitled to rely, without further inquiry, on the oral or written statement of any Owner that such Owner is entitled to exercise the voting rights appurtenant to such Owner's Property. Upon receipt of notice from

a First Mortgagee, the Community Alliance shall be entitled to rely on the First Mortgagee's right to exercise the voting rights appurtenant to such Property, notwithstanding contrary instructions from the Owner of such Property.

11.7.4 Miscellaneous Rights of First Mortgagee. Each First Mortgagee whose name and address has been furnished to the Community Alliance, whether by an Owner or by such First Mortgagee, shall have the right to:

(i) receive notice of all meetings of the Owners and of the Board upon written request to the Community Alliance;

(ii) be present at any meetings of the Community Alliance or the Board and participate therein by calling to the attention of the Community Alliance and/or the Board violations of this Community Declaration and by referring to other matters affecting the interests of the First Mortgagee;

(iii) furnish information to the Board concerning the status of any First Mortgage affecting any Property;

(iv) receive copies of any or all of the financial statements concerning the Property subject to the First Mortgage sent to the Owner at the same time and in the same manner as the Owner, upon written request to the Community Alliance; and

(v) participate in negotiations regarding the value and extent of any loss affecting a Property subject to such First Mortgagee's Mortgage (i) under a policy of insurance carried by the Community Alliance, or (ii) in any proceedings incident to any condemnation affecting such Property.

11.7.5 Copies of Documents. The Community Alliance shall make available to Owners and Mortgagees who request such items in writing, current copies of the Community Documents and the books, records and financial statements of the Community Alliance and operational records of the Community. "Available", as used in this Section 11.7.5, shall mean available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances. The Board may impose a fee for providing the foregoing which may not exceed one hundred twenty percent (120%) of the reasonable cost to prepare and reproduce the requested documents.

11.7.6 Notice of Action. Upon written request to the Community Alliance, identifying the name and address of the First Mortgagee, and the number or address of the applicable Property, such First Mortgagee will be entitled to timely notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Community or the Property on which there is a First Mortgage held by such First Mortgagee;

(ii) any notice of default given by the Community Alliance to the Owner of the Property subject to a First Mortgage, which notice shall be delivered to the First

Mortgagee concurrently with delivery of the default notice to the applicable Owner, and in such case the Community Alliance will accept any First Mortgagee cure of such default or delinquency; and

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Alliance.

11.7.7 Discharge. The Community Alliance shall discharge its obligation to notify First Mortgagees by sending notice required herein to such parties, at the address given on the current request for notice, in the manner prescribed by Section 11.8 below.

11.8 Notices. Any notice permitted or required by this Community Declaration, (a) shall be made in writing, (b) shall be delivered by courier, by a nationally recognized overnight delivery service, or by prepaid certified or registered mail, and (c) shall be addressed to the Person to be notified (i) in the case of an Owner, Occupant or First Mortgagee, at the current address given by such Person to the Secretary of the Community Alliance, (ii) in the case of the Community Alliance, at the on-site office of the Community Alliance, if any, or at the principal place of business of the Community Alliance. If delivery is by courier or by nationally recognized overnight delivery service, the notice shall be deemed to have been given when the delivery is made; if delivery is by prepaid certified or registered mail, the notice shall be deemed to have been three (3) business days after it has been deposited in the United States mail.

11.9 Not a Public Dedication. Nothing contained in this Community Declaration shall be deemed to be a gift or dedication of any portion of the Community to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Owners and the Community Alliance that this Community Declaration shall be strictly limited to and for the purposes herein expressed, for the solely for the benefit of Community Declarant, the Community Alliance and the Owners. Pursuant to the provisions of this Section 11.9, and except as otherwise expressly stated in this Community Declaration, the Community Alliance shall have the right to restrict public access as reasonably necessary to prevent public dedication and to prevent or prohibit the use of the Community, or any portion thereof, by any Person, for any purpose contrary to the operation of the Community as a first class private development as contemplated by this Community Declaration.

11.10 Estoppel Certificate. The Community Alliance, upon not less than ten (10) days' prior notice from any Owner, shall execute, acknowledge and deliver to such Owner and to any prospective purchaser, tenant or Mortgagee of such Owner, a certificate of the Community Alliance stating (a) whether its records reflect that there are then existing defaults by the Owner in the payment or performance of its obligations under this Community Declaration (and, if so, specifying same), (b) that this Community Declaration is unmodified and in full force and effect (or, if there have been modifications, that this Community Declaration is in full force and effect as modified and stating the modifications), (c) the dates to which Assessments, Fees and Other Charges under this Community Declaration have been paid by such Owner and the amounts of the most recently charged Assessments, Fees and Other Charges, and (d) any other information that may reasonably be required by such Persons. It is intended that any such certificate delivered pursuant to this section may be relied upon by the requesting Owner, or any prospective purchaser, tenant or Mortgagee designated by the requesting Owner.

11.11 Governing Law; Venue. This Community Declaration shall be governed by, construed under, and enforced in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. All Owners consent to the jurisdiction of the courts of the State of Arizona and the United States of America, and agree that venue properly lies in the Superior Court of Pinal County and the United States District Court for the District of Arizona, as appropriate.

11.12 Joint and Several Liability. When the Owner of a Property is composed of more than one Person, each such Person shall be jointly and severally liable for payment of Assessments, Fees and Other Charges, and performance of all obligations (including without limitation, indemnification obligations) arising under any provision of this Community Declaration.

11.13 Cooperation. In fulfilling obligations and exercising rights under this Community Declaration, each Owner shall cooperate with each other and the Community Alliance to promote the efficient operation of the Community and harmonious relationships among the Owners and to protect the value of each of their respective interests in the Community. To that end, except for information which an Owner reasonably deems to be confidential, or which may be the subject of litigation, or which may be prohibited from disclosure by court order, each Owner shall share information reasonably requested by the Community Alliance or any other Owner relating to matters that are the subject of this Community Declaration.

11.14 Reasonable Consents. Except as expressly set forth in this Community Declaration, all consents and approvals of any of the Owners and of any holders of Mortgages shall not be unreasonably withheld or delayed. Any disapproval of or refusal to consent to any matter hereunder shall be in writing and shall state in reasonable detail the reason or reasons for such disapproval or refusal to consent.

11.15 Attorneys' Fees. If there is any legal action or proceeding to enforce any provision of this Community Declaration or to protect or establish any right or remedy, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by such prevailing party in enforcing or appealing any judgment rendered in any such legal action or proceeding, which costs and expenses shall be recoverable separately from and in addition to any other amount included in such judgment. This Section 11.15 is intended to and shall survive and not be merged into any such judgment.

11.16 Construction. The provisions of this Community Declaration shall be interpreted and construed to the end that the Community shall remain a first class mixed-use development for the uses permitted under this Community Declaration.

11.17 Conforming Exhibits. The exhibits attached to this Community Declaration are incorporated herein by this reference.

11.18 Priority of Documents. In the absence of any express language indicating which document controls on a particular subject matter, this Community Declaration shall be

paramount in those instances of conflict or inconsistency among or between it and the other Community Documents.

11.19 Captions and Sections. The captions in this Community Declaration are for convenience and reference only and in no way define, limit, or otherwise affect the scope, meaning or effect of any provision of this Community Declaration. All references to "herein" or "hereunder" refer to this Community Declaration as a whole unless specific references are made to specific articles, sections, subsections or exhibits of this Community Declaration.

11.20 No Joint Venture or Partnership. Nothing contained in this Community Declaration shall be construed to create any partnership, joint venture or principal-agent relationship between any Persons subject to this Community Declaration, including, but not limited to, the Community Alliance.

11.21 Name. The name of the Community shall not be changed without the prior written consent of the Community Declarant.

11.22 Number; Gender. The singular and plural number and the masculine, feminine and neuter gender shall each include the other where the context requires.

IN WITNESS WHEREOF, the undersigned, being the Community Declarant, has executed this Community Declaration this 24th day of June, 2022.

Brookfield ASLD 8500 LLC, a Delaware limited liability company

By:  ERIC J. TUNE
Its: VP

By: 
Its: Senior Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 24th day of June, 2022, by ERIC J. TUNE, the Vice President and W. DEAN McDONALD, the Senior Vice President of Brookfield ASLD 8500 LLC, a Delaware limited liability company, on behalf thereof.

My Commission Expires:
9-20-2024

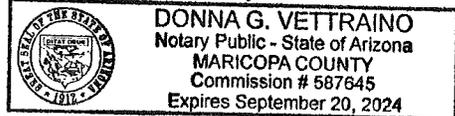

Notary Public

DONNA G. VETTRANO
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 587645
Expires September 20, 2024

Exhibit "A"

Legal Description of Initial Property

[see attached]

Wood, Patel & Associates, Inc.
480.834.3300
www.woodpatel.com

January 8, 2021
WP# 205166.01
Page 1 of 4
See Exhibit "A"

PARCEL DESCRIPTION
Superstition Vistas
Brookfield Parcel

Sections 17 and 20, a portion of General Land Office (GLO) Lot 12 and a portion of the east half of Section 18, a portion of GLO Lots 1 and 2 and a portion of the east half of Section 19, Township 1 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the northwest corner of said Section 17, a 3-inch Pinal County brass cap in handhole, from which the north quarter corner of said Section 17, a 2 1/2-inch GLO brass cap in concrete, bears North 89°45'04" East (basis of bearing), a distance of 2642.33 feet;
THENCE along the north line of said Section 17, North 89°45'04" East, a distance of 2642.33 feet, to said north quarter corner;
THENCE North 89°47'06" East, a distance of 2643.88 feet, to the northeast corner of said Section 17;
THENCE leaving said north line, along the east line of said Section 17, South 00°17'17" East, a distance of 2641.26 feet, to the east quarter corner of said Section 17;
THENCE South 00°17'39" East, a distance of 2641.38 feet, to the northeast corner of said Section 20;
THENCE leaving said east line, along the east line of said Section 20, South 00°16'25" East, a distance of 2640.88 feet, to the east quarter corner of said Section 20;
THENCE South 00°15'30" East, a distance of 2641.53 feet, to the southeast corner of said Section 20;
THENCE leaving said east line, along the south line of said Section 20, South 89°46'59" West, a distance of 2643.36 feet, to the south quarter corner of said Section 20;
THENCE South 89°48'18" West, a distance of 2643.78 feet, to the southwest corner of said Section 20;
THENCE leaving said south line, along the west line of said Section 20, North 00°17'01" West, a distance of 2640.28 feet, to the west quarter corner of said Section 20;
THENCE North 00°17'35" West, a distance of 2641.12 feet, to the northeast corner of said Section 19;
THENCE leaving said west line, along the north line of said Section 19, South 89°46'31" West, a distance of 500.00 feet, to the beginning of a curve;
THENCE leaving said north line, westerly along said curve to the left, having a radius of 2500.00 feet, concave southerly, through a central angle of 22°55'06", a distance of 1000.00 feet, to the curves end;
THENCE South 66°51'25" West, a distance of 540.51 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 3000.00 feet, concave northerly, through a central angle of 30°39'58", a distance of 1605.68 feet, to the curves end;

**Legal Description
Superstition Vistas
Brookfield Parcel**

January 8, 2021
WP# 205166.01
Page 2 of 4
See Exhibit "A"

THENCE North 82°28'36" West, a distance of 583.29 feet, to the northerly line of that certain Maricopa County Flood Control District Easement, recorded in Document 2011-0619607, Pinal County Records (PCR);

THENCE along said northerly line, North 53°29'13" East, a distance of 910.07 feet, to said north line of Section 19;

THENCE leaving said north line, North 53°29'26" East, a distance of 4200.33 feet, to the west line of said Section 17;

THENCE leaving said northerly line, along said west line, North 00°17'10" West, a distance of 155.64 feet, to the west quarter corner of said Section 17;

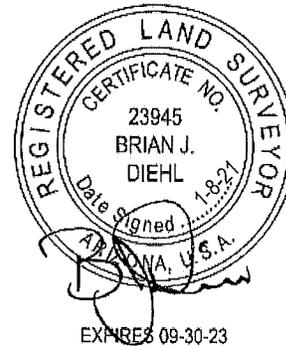
THENCE North 00°13'51" West, a distance of 2639.88 feet, to the **POINT OF BEGINNING**.

Containing 61,348,819 square feet or 1,408.3751 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of December, 2020. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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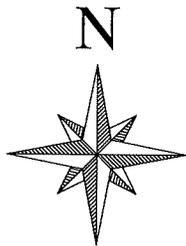
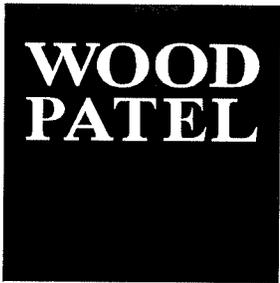
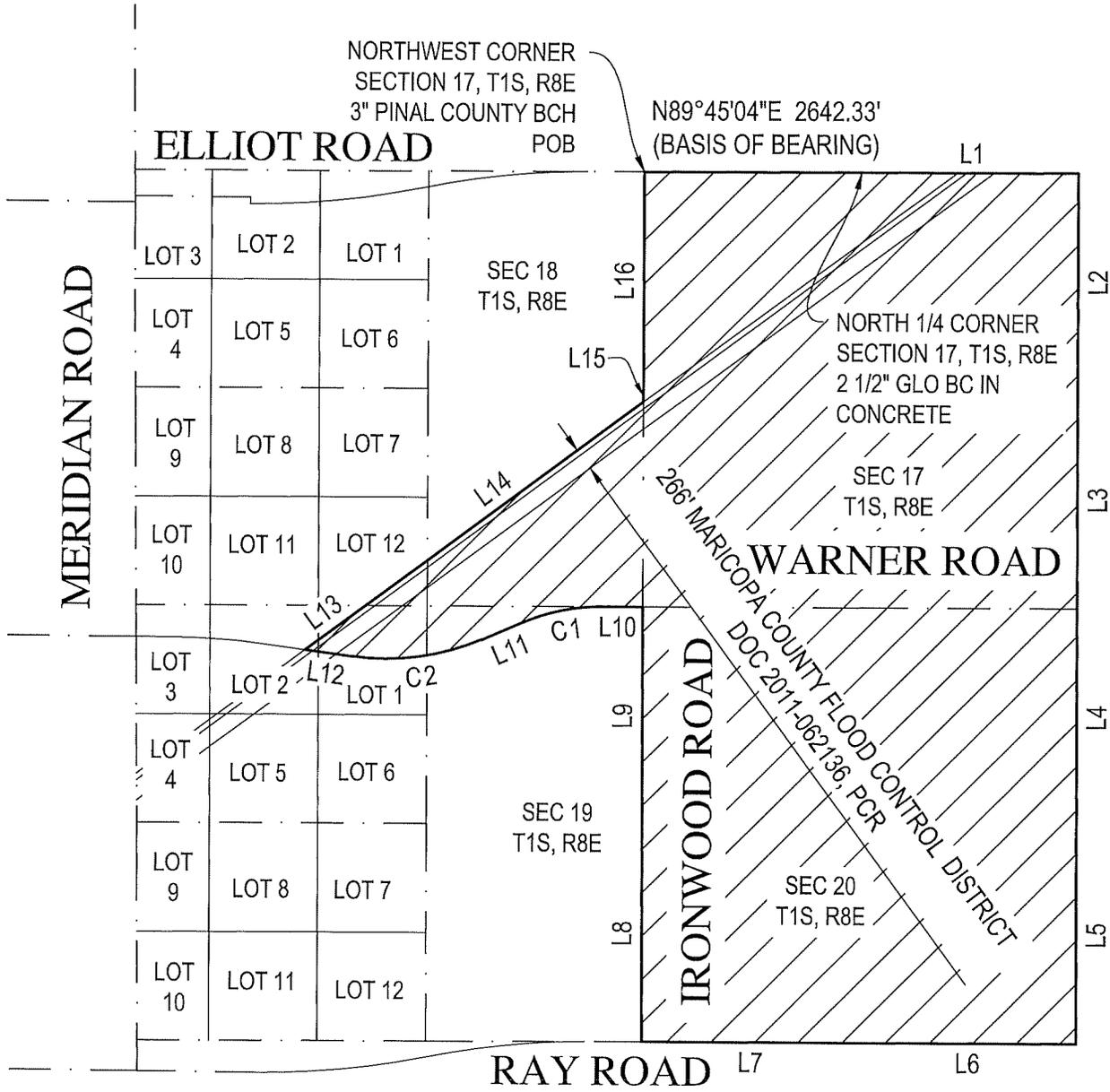


EXHIBIT "A"
 SUPERSTITION VISTAS
 BROOKFIELD PARCEL
 01/08/2021
 WP #205166.01
 PAGE 3 OF 4
 NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'06"E	2643.88'
L2	S00°17'17"E	2641.26'
L3	S00°17'39"E	2641.38'
L4	S00°16'25"E	2640.88'
L5	S00°15'30"E	2641.53'
L6	S89°46'59"W	2643.36'
L7	S89°48'18"W	2643.78'
L8	N00°17'01"W	2640.28'
L9	N00°17'35"W	2641.12'
L10	S89°46'31"W	500.00'
L11	S66°51'25"W	540.51'
L12	N82°28'36"W	583.29'
L13	N53°29'13"E	910.07'
L14	N53°29'26"E	4200.33'
L15	N00°17'10"W	155.64'
L16	N00°13'51"W	2639.88'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	22°55'06"	2500.00'	1000.00'
C2	30°39'58"	3000.00'	1605.68'

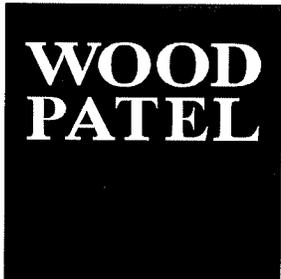


EXHIBIT "A"
 SUPERSTITION VISTAS
 BROOKFIELD PARCEL
 01/08/2021
 WP #205166.01
 PAGE 4 OF 4
 NOT TO SCALE

Exhibit "B"

Required Insurance Coverage

The Community Alliance shall obtain and maintain the following insurance coverages:

1. Property Insurance – Areas of Community Responsibility. Property insurance providing reasonable coverage for the costs of repair, rebuilding and replacing all Improvements and personal property owned by the Community Alliance (and no other Improvements or personal property), subject to the following:

a. Such property insurance policy or policies shall be written on Insurance Services Office Form CP 10 30 0402 / Causes of Loss – Special Form or its equivalent;

b. The amount of coverage for such property insurance shall be in the full amount of the full replacement value (without deduction for depreciation) of the Improvements;

c. Such property insurance shall include coverage or endorsements for increased construction costs due to changes in building codes, regulations and similar laws and for demolition costs;

d. Such property insurance may contain reasonable deductibles approved by the Board; and

e. Whenever any Improvements or alterations that are owned or operated by the Community Alliance are in the course of construction, the property insurance required under this subsection for such Improvements or alterations shall be carried by the Community Alliance in builder's risk form written on a completed value basis, insuring against loss to the full extent of the replacement cost of that which is being covered.

The Community Alliance may, but shall not be required to, carry (i) earthquake insurance; (ii) pollution liability insurance; (iii) flood insurance; or (iv) terrorism insurance.

2. Liability Coverage - Community Alliance. The Community Alliance shall obtain and maintain a policy or policies of primary commercial general liability insurance on Insurance Services Office Form CG 00 01 10 01 / Commercial General Liability Coverage form or its equivalent covering claims for bodily injury, death and property damage occurring on, in or about the Areas of Community Responsibility, with limits of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate during one policy year. Such commercial general liability insurance shall name Community Declarant (until the Turnover Date), the Board, and the Owners (as a class), as additional insureds. No such liability insurance shall be deemed to limit any Person's indemnity obligations or any other obligation of any Person under this Community Declaration. Such insurance shall include a cross-liability or severability of interest provision insuring each insured against liability to each other insured.

a. Excess Liability Coverage. An umbrella or following form excess liability insurance policy with limits of at least \$4,000,000 each occurrence and aggregate. This policy

shall provide excess coverage over the general liability, automobile liability and employer's liability insurance required elsewhere in this section.

b. Workers' Compensation and Employer's Liability Insurance. Workers compensation and employer's liability insurance for employees of the Community Alliance to the extent required by law. The Community Alliance shall obtain a Certificate of Insurance regarding current valid workers' compensation insurance from any independent contractor who performs any service for the Community Alliance, if practicable.

c. Fidelity Bonds or Insurance. Fidelity bonds, employee dishonesty insurance, or commercial crime insurance including employee dishonesty insurance. Such insurance shall define non-compensated directors, officers, committee members, and volunteers as employees for purposes of coverage. Such insurance shall cover all Board Representatives that have access to any Alliance funds. If the Community Alliance hires a management company, the theft of Community Alliance assets by any representative of the management company shall be covered for the benefit of the Community Alliance.

d. Directors and Officers Liability Insurance. Directors and Officers liability insurance for officers, directors, committee members, and volunteers of the Community Alliance. There may be no exclusion(s) pertaining to acts of the Community Declarant's representatives who may be serving as directors and/or officers of the Community Alliance.

3. Business Automobile Liability. Business automobile liability insurance, insuring against liability arising from the maintenance and use of all owned, non-owned, hired, leased and rented trucks, automobiles and other vehicles for bodily injury, death or property damage. The coverage shall have a combined single limit for each occurrence and an annual aggregate limit of not less than One Million Dollars (\$1,000,000). The required umbrella or form following excess limits outlined in Section 2(a) above or other excess/umbrella coverage of One Million Dollars (\$1,000,000) shall be secured to provide coverage over this primary business automobile liability insurance.

4. Other Insurance. Such other insurance as the Board, in its discretion, considers necessary or advisable.

5. Community Insurance Administration.

a. Each Owner will be deemed to have appointed the Community Alliance or any insurance trustee designated by the Community Alliance to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Community Alliance, including without limitation, representing the Owners in any proceeding, negotiation, settlement or agreement.

b. If reasonably available, all insurance maintained by the Community Alliance shall contain a waiver of any rights the insurer may have to subrogate against the Community Alliance, the Board Representatives, the Owners, the Occupants, and all First Mortgagees.

c. The Community Alliance and each Board Representative shall have no liability to any Owner or Mortgagee if, using good faith efforts, it is unable to obtain the insurance required hereunder because the insurance is no longer available at commercially reasonable rates or terms. In any such event, the Board shall notify each Owner and any Mortgagee entitled to notice that the insurance will not be obtained or renewed.

d. No Owner shall separately insure the Improvements on or within a Property against loss by fire or other casualty covered by any insurance carried by the Community Alliance in a manner that will result in any diminution in insurance proceeds otherwise payable under the Community Alliance's policies. The Community Alliance shall allow Owners to review a copy of the Community Alliance's policy to enable Owners to insure their Property without duplicating insurance carried by the Community Alliance and inadvertently triggering any co-insurance clause in the Community Alliance's policy. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the Community Alliance's policies that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance in violation of this provision.

6. General Requirements. All of the foregoing insurance policies shall be issued by responsible companies licensed in the State of Arizona. All such companies shall have an A.M. Best Company Rating of not less than A- VIII or an equivalent rating if A.M. Best ceases to exist or provide a rating.