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DATE/TIME: 12/23/2024 1212

FEE: \$30.00

PAGES: 9

FEE NUMBER: 2024-098249

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8901 East Pima Center Pkwy., Suite 225
Scottsdale, Arizona 85258

**SUPPLEMENTAL COMMUNITY DECLARATION AND
SUPPLEMENTAL RESIDENTIAL DECLARATION
FOR BLOSSOM ROCK PHASE 2**

This Supplemental Community Declaration and Supplemental Residential Declaration for Blossom Rock Phase 2 (this "Supplemental Declaration") is made effective this 23 day of December, 2024, by BROOKFIELD ASLD 8500 LLC, a Delaware limited liability company ("Declarant"), acting in its capacity as "Community Declarant" under the Community Declaration (as defined below) and in its capacity as "Residential Declarant" under the Residential Declaration (as defined below).

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

B. The real property that is subject to the Community Declaration is being developed as a master-planned community located in the City of Apache Junction, Arizona, and all such real property is referred to as the "Community"; and

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

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

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

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

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

H. On or about the date hereof, Declarant is conveying certain Units (as defined in Section 3 below) within the Parcel to LENNAR ARIZONA, LLC, an Arizona limited liability company

("Lennar"), and after the date hereof, Lennar may enter into a land banking transaction whereby (a) Lennar conveys to a land banking entity ("Landbanker") one or more of the Units and (b) Landbanker grants an option to Lennar to acquire one or more of the Units pursuant to an option agreement or similar agreement to be executed by Landbanker and Lennar.

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

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

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

3. **Calculation of Memberships.** Pursuant to the Final Plat for Blossom Rock Phase 2, according to the plat in the Office of the County Recorder of Pinal County, Arizona, recorded August 1, 2022, in Fee No. 2022-084919 of Official Records (the "Phase 2 Plat"), the Parcel has been subdivided into six hundred ninety-one (691) residential lots, each of which shall be a separate Residential Property and each of which shall be referred to in this Supplemental Declaration as a "Unit". For purposes of the Community Declaration and the Residential Declaration, each Unit is allocated one (1) Membership. The Residential Association for the Parcel is the Blossom Rock Residential Association, Inc., an Arizona nonprofit corporation (the "Association").

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

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

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

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

d. Notwithstanding anything to the contrary contained in the Community Declaration, the Residential Declaration, or the Recreation Covenant, in no event shall there be any fees, charges or assessment levied against or owed by a Builder or a landbanker (including, without limitation, Lennar and Landbanker) under the Community Declaration, the Residential Declaration, or the Recreation Covenant arising from, or as a result of, the sale or conveyance of Units from a Builder to a landbanker or from a landbanker to a Builder (including, without limitation, Lennar, Landbanker, and any Third Party Builder (as defined in Section 16 below)).

5. Neighborhood Assessments. Pursuant to Section 7.3 of the Residential Declaration, certain groups of Units within a Parcel may be designated by the Association as a Neighborhood, and may be subject to one or more Neighborhood Assessments levied by the Association with respect to relevant Neighborhood Expenses. As to the Auto-Court Units, there shall be a separate Neighborhood Assessment for maintenance of the Auto-Court Driveway Improvements (as defined in Section 10 below). As to the Green Court Units, there shall be a separate Neighborhood Assessment for maintenance of the Green Court Landscape Improvements (as defined in Section 10 below). As to the Auto-Court Units, Green Court Units and Wide Shallow Units, there shall be a separate Neighborhood Assessment for maintenance of the front-yard landscaping for such Units. The Units may be subject to further Neighborhood Assessments as provided in the Residential Declaration. The amount of all such Neighborhood Assessments will be established by the Residential Association in accordance with the terms of the Residential Declaration.

6. Areas of Residential Responsibility. Each of Tracts A, B, D, E, H through Z, inclusive, AA through AZ, inclusive, and BA through BF, inclusive, as shown on the Phase 2 Plat, once conveyed to and accepted by the Association, shall be an Area of Residential Responsibility, to be maintained by the Association.

7. Areas of Community Responsibility. Each of Tracts C, F and G, as shown on the Phase 2 Plat, once conveyed to and accepted by the Alliance, shall be an Area of Community Responsibility, to be maintained by the Alliance.

8. **Installation of Landscaping.** Prior to the conveyance of fee title to a Unit from the applicable Builder to any unaffiliated third party retail homebuyer, the Builder that is constructing a residence on the Unit shall be required at its sole cost and expense to complete the landscaping (including the Sidewalk Trees and the Sidewalk Landscaping, as those terms are defined in Section 10 below) of the front yard, side yard and all other landscape areas visible from any streets adjoining the Unit (excluding in all events the rear yards of any Units), within sixty (60) days after the close of escrow regarding the sale of the Unit to the third party retail homebuyer. All landscaping shall be installed in a manner consistent with the provisions of the Blossom Rock Design Guidelines adopted by Community Declarant. Notwithstanding the foregoing, the Builder of any Auto-Court Units shall not be required to install Sidewalk Trees or Sidewalk Landscaping.

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

10. **Special Maintenance Issues.**

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

b. **Auto-Court Driveway Improvements.** After completion of the Auto-Court Driveway Improvements, the Builder constructing homes within the Auto-Court Units (as defined below) shall maintain the Auto-Court Driveway Improvements until such maintenance is assumed by the Association in accordance with ordinary Association procedures for acceptance of common area improvements. Subject to compliance with the ordinary Association procedures for acceptance of common area improvements, the Association shall be obligated to accept maintenance of an Auto-Court Driveway Tract and the Auto-Court Driveway Improvements located thereon, once all Auto-Court Units served by (i.e., abutting) a particular Auto-Court Driveway Tract have a home constructed thereon for which the City has issued a certificate of occupancy. As used in this Supplemental Declaration, (i) the term "Auto-Court Units" means, collectively, the Units shown on the Phase 2 Plat as Lots 425 through 544, inclusive, and (ii) the term "Auto-Court Driveway Improvements" means, collectively, the private driveways serving the Auto-Court Units (to be located within Tracts "I", "K",

“M”, “O”, “Q”, “S”, “U”, “V”, “X”, “Z”, “AB”, “AD”, “AF”, “AG”, “AI”, “AK”, “AM”, “AO”, “AQ”, “AS”, and “AU”, as shown on the Phase 2 Plat (the “Auto-Court Driveway Tracts”), including paving, curb and gutter, driveway ramps, storm drains, catch basins, scuppers, spillways and related concrete work, and including utility lines serving the Auto-Court Units, connecting to the Seller-installed stubs at or near the adjacent public street. Thereafter, the Association shall maintain the Auto-Court Driveway Improvements.

c. Front-Yard Landscaping of Green Court Units, Auto-Court Units and Wide-Shallow Units. The Builder constructing homes within each Green Court Unit and Wide-Shallow Unit (as those terms are defined below) and each Auto-Court Unit shall maintain the front-yard landscaping within each such Unit (including, within Auto-Court Units, any landscaping adjacent to the applicable Auto-Court Driveway Tract) until such maintenance is assumed by the Association in accordance with ordinary Association procedures for acceptance of common area improvements. Subject to compliance with the ordinary Association procedures for acceptance of common area improvements, the Association shall be obligated to accept maintenance of the front-yard landscaping on an Auto-Court Unit once (i) the front-yard landscaping for such Auto-Court Unit is complete and (ii) all Auto-Court Units served by (i.e., abutting) a particular Auto-Court Driveway Tract have a home constructed thereon for which the City has issued a certificate of occupancy. Thereafter, the Association shall maintain the front-yard landscaping within each such Unit.

d. Green Court Tract Landscaping. The Builder constructing homes within each Green Court Unit shall maintain the landscaping within the Green Court Tracts (as defined below) including all related lighting, utilities and irrigation systems (collectively, the “Green Court Landscape Improvements”), until such maintenance is assumed by the Association in accordance with ordinary Association procedures for acceptance of common area improvements. Thereafter, the Association shall maintain the Green Court Landscape Improvements.

e. Definitions. As used in this Supplemental Declaration,

i. the term “Green Court Unit” means each of Lots 545 through 691, inclusive, as shown on the Phase 2 Plat,

ii. the term “Wide-Shallow Unit” means each of Lots 343 through 424, inclusive, as shown on the Phase 2 Plat,

iii. the term “Green Court Tracts” means all of Tracts AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, and BF, as shown on the Phase 2 Plat, plus that portion of Tract G lying north of the northern boundaries of Lots 477 and 478 (and north of the easterly and westerly prolongations of said north boundaries), as shown on the Phase 2 Plat.

11. Boundary House Walls. For purposes of this Section 11, the term “Boundary House Wall” means a wall that forms a part of the exterior of a residence and that is constructed on, or adjacent to, the common boundary of two Units, such that it is exposed to the yard of an adjoining Unit (the “Adjoining Unit”), including any and all framing, pipes, wiring and other elements located within such wall.

a. The Owner of the Unit on which such residence is located (the “House Owner”) shall be solely responsible for the maintenance and repair (including painting) of the Boundary House

Wall and the roof above the Boundary House Wall; provided that the foregoing shall not limit or prejudice the right of the House Owner to pursue any available legal remedies against any Person who may have damaged the Boundary House Wall.

b. The House Owner and its agents and contractors shall have the right to enter upon the Adjoining Unit as reasonably necessary from time to time to inspect, maintain and repair the Boundary House Wall; provided that such entry shall occur between 8:00 a.m. and 5:00 p.m., Monday through Friday, and after reasonable advance notice to the owner of the Adjoining Unit (the "Adjoining Owner"), except that in the case of an emergency threatening human health or safety or substantial property damage, entry may occur at any hour on any day and no advance notice shall be required. The House Owner shall use reasonable care (and shall cause its contractor to use reasonable care) to avoid any damage to the Adjoining Unit (and any furniture, fixtures or improvements within the Adjoining Unit) in connection with any inspection, maintenance and/or repair activities on the Adjoining Unit, but shall have the right to move furniture and move or remove landscaping to the extent reasonably required in connection with such activities. The House Owner shall promptly repair, restore or replace any furniture, fixtures or improvements within the Adjoining Unit that is damaged by such entry or such activities, whether such damage is caused by House Owner or its contractor. The House Owner shall indemnify, defend and hold harmless the Adjoining Owner for, from and against any claims arising in connection with any inspection, maintenance and/or repair activities on the Adjoining Unit by the House Owner or its contractors.

c. The Adjoining Owner shall have the right to use and enjoy the Boundary House Wall so long as (a) such use causes no damage to the Boundary House Wall (including without limitation damage caused by plant growth), and does not increase the cost of, or required frequency of, maintenance or repair of the Boundary House Wall, (b) any attachment to the Boundary House Wall (including without limitation any vine or other plant, any trellis or any decorative item) must be installed by a licensed contractor, must not include any water line or electric line that would be located within four inches (4") of the Boundary House Wall, and (c) the Adjoining Owner may not construct any fireplace, barbecue, planter box, fountain, wall, or other item that would impede access to the House Boundary Wall or that would expose the House Boundary Wall to heat or possible water leakage. The Adjoining Owner shall be strictly liable for the acts and omissions of such contractor. If the Adjoining Owner desires to install any plant that may grow to a height of six feet (6') or taller, the center of the stem or trunk of such plant must be located at least three feet (3') away from the Boundary House Wall.

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

13. Additional Disclosures.

a. **Parking Restrictions.** Designated visitor parking areas are provided within the Parcel. No parking is permitted within the Auto-Court Driveway Tracts. Any vehicle parked on such areas are subject to being towed at the expense of the owner of the vehicle. Each Owner who acquires a Unit, by taking title, hereby agrees to disclose the provisions of this Section 13(a), in writing, to any

person to whom the Owner sells or otherwise transfers the Unit, before the closing of the sale or other transfer of the Unit. The transferring Owner shall obtain the signature of the buyer or other transferee on such written disclosure, and provide a copy of the signed written disclosure to the Secretary of the Residential Association at the time of the closing of the sale or other transfer of the Unit.

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

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

16. Builder Designation. Declarant hereby designates each of Lennar and Landbanker as a "Builder" for purposes of the Community Declaration, Residential Declaration, Recreation Covenant, and the Supplemental Declaration as to the Units owned by such party from time to time. Furthermore, Lennar shall have all of the rights of a Builder even if Lennar does not own any Units at a given time. Declarant hereby designates any other homebuilder that acquires any of the Units from Landbanker (a "Third Party Builder") as a Builder for purposes of the Community Declaration, Residential Declaration, Recreation Covenant, and the Supplemental Declaration provided that the transfer of the applicable Units to the Third Party Builder was either exempt from, or done in compliance with, Declarant's Right of First Refusal as set forth in that certain Declaration of Builder Covenants, and Notice of Right of First Refusal executed and recorded on or about the date hereof. Declarant agrees to execute reasonable documents requested by Landbanker or Third Party Builder confirming that any Third Party Builder qualifies as a Builder.

[Signature Page Next]

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

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

By: [Signature]

Its: SR. VICE PRESIDENT

By: [Signature]

Its: PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Supplemental Community Declaration and Supplemental Residential Declaration for Blossom Rock, Phase 2, was acknowledged before me this 18th day of December, 2024, by ERIC J. TUPP, the SR. V.P. and W. DAVID McDONALD, the PRESIDENT of BROOKFIELD ASLD 8500 LLC, a Delaware limited liability company, on behalf thereof.

My Commission Expires:

9-20-2028

[Signature]
Notary Public

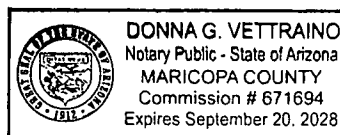


Exhibit "A"

Legal Description of Parcel

LOTS 1 THROUGH 691, INCLUSIVE, TRACTS A THROUGH Z, INCLUSIVE, TRACTS AA THROUGH AU, INCLUSIVE, TRACTS AW THROUGH AZ, INCLUSIVE, AND TRACTS BA THROUGH BF, INCLUSIVE, OF BLOSSOM ROCK PHASE 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA RECORDED IN FEE NO. 2022-084919, AND AFFIDAVIT OF CORRECTION RECORDED AS FEE NO. 2023-036170, OFFICIAL RECORDS OF PINAL COUNTY, ARIZONA.