

When recorded return to:

1452034357792-15-9-8--
leonardil

Zwillinger Greek & Knecht PC
2425 E. Camelback #600
Phoenix, AZ 85016
Attn: Jim Gibson

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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS

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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("**Declaration**") is made as of this 23 day of September, 2015, by PULTE HOME CORPORATION, a Michigan corporation ("**Pulte**").

RECITALS

A. Anthem Arizona L.L.C., an Arizona limited liability company ("**Anthem Arizona**") is the original developer of the master planned community located in both the City of Phoenix (the "**City**") and in Maricopa County, Arizona, commonly known as Anthem ("**Anthem**").

B. Anthem Arizona, in its capacity as the original named "**Community Developer**" of Anthem, executed that certain Declaration of Covenants and Easements for Anthem and caused said document to be Recorded on January 15, 1999, as Document No. 99-0042710, as amended by that certain First Amendment to the Declaration of Covenants and Easements for Anthem dated April 18, 2000, and recorded on April 24, 2000, as Document No. 00-0306256 (as amended, the "**Community Covenant**"). Pursuant to the Community Covenant, Anthem Arizona formed the Anthem Community Council, Inc. (the "**Council**").

C. Anthem Arizona, in its capacity as the original named "**Declarant**," also executed that certain Declaration of Covenants, Conditions, and Restrictions for Anthem Parkside and caused said document to be recorded on January 15, 1999, as Document No. 99-0042711, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated November 25, 2002, and recorded on December 3, 2002, as Document No. 02-1288551 (as amended, the "**Parkside Covenant**") for that portion of the Anthem community known as "**Anthem Parkside**." Pursuant to the Parkside Covenant, Anthem Arizona formed the Anthem Parkside Community Association, Inc. (the "**Parkside Association**").

D. Anthem Arizona further executed that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements and caused said document to be recorded on December 19, 2002, as Document No. 02-1373936 (the "**Supplemental Declaration**"). For the purposes of this Declaration, the Supplemental Declaration shall be included within the definition of the Community Covenant and the Parkside Covenant.

E. Pulte is, or as of the Effective Date (defined below) will be, the owner of certain real property located in the vicinity of the northeast corner of 43rd Avenue and Circle Mountain Road, Phoenix, Arizona, which lies within the area described on Exhibit "B" of the Community Covenant and the Parkside Covenant (the "**Pulte Parcel**"). The Pulte Parcel comprises a portion of a larger tract of land more particularly described on Exhibit A attached hereto (the "**Annexation Property**"), which is the subject of this Declaration.

F. Anthem Arizona has the right (i) to transfer and assign all or a part of its special rights as "Community Developer" to other parties in accordance with Section 7.3 of the Community Covenant, and (ii) to transfer and assign all or a part of its special rights as "Declarant"

to other parties in accordance with Section 10.6 of the Parkside Covenant.

G. As of the Effective Date, Anthem Arizona has partially transferred and assigned to Pulte certain rights and benefits as "Community Developer" and "Declarant" pertaining to the Annexation Property, as evidenced pursuant to one or more written instruments signed by Anthem Arizona and duly recorded in the Office of the County Recorder of Maricopa County, Arizona.

H. Pursuant to Section 2.2 of the Community Covenant, Pulte has the right as Community Developer to annex additional property to Anthem and to subject such additional property to the Community Covenant.

I. Pursuant to Section 9.1 of the Parkside Covenant, Pulte has the right as Declarant to annex additional property to Anthem Parkside and to subject such additional property to the Parkside Covenant.

J. For purposes of this Declaration, the term "**Effective Date**" shall mean the date that is the later to occur of (i) the date on which Pulte and any other consenting parties executing this Declaration (excluding the Council and Parkside Association) collectively own fee title to all of the Annexation Property, and (ii) the recordation of this Declaration in the Official Records of Maricopa County, Arizona.

K. From and after the Effective Date of this Declaration, Pulte anticipates that (i) Pulte will own and develop the Pulte Parcel, and (ii) the balance of the Annexation Property (other than the Pulte Parcel) will be owned and developed by Lennar Arizona, Inc., an Arizona corporation or an affiliate ("**Lennar**"). Pulte and Lennar each meet the definition as "**Builders**" as such term is defined in the Community Covenant and the Parkside Covenant.

L. Pulte, as Community Developer and Declarant, desires to (i) cause the Annexation Property to be annexed to Anthem and Anthem Parkside and subjected to the Community Covenant and the Parkside Covenant, and to be developed in accordance with the supplemental covenants, conditions and restrictions as set forth herein, (ii) impose upon the Builders owning any portion of the Annexation Property an obligation to pay a Capital Contribution (defined below) in favor of the Council, and (iii) set forth such other covenants and confirmations as more particularly described herein.

M. By signing below, Lennar is evidencing its agreement and consent to (i) the foregoing annexation of the Annexation Property to Anthem and Anthem Parkside, (ii) the obligation to pay the Capital Contribution in favor of the Council, and (iii) those other covenants and confirmations as more particularly described hereto.

AGREEMENT

NOW, THEREFORE, Pulte hereby declares, covenants and agrees as follows:

1. **Definitions.** Except as specifically set forth herein, capitalized terms used in this Declaration shall have the meaning set forth for such terms in the Community Covenant or Parkside Covenant.

2. **Annexation.**

2.1 **Anthem.** Effective as of the Effective Date, the Annexation Property is annexed into and made a part of Anthem pursuant to Section 2.2 of the Community Covenant and made subject to the plan of the Community Covenant, the provisions of which are hereby incorporated herein by this reference. After the Effective Date, the Annexation Property shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used or improved, in whole or in part, subject to the Community Covenant, and subject to the functions, powers and jurisdiction of the Council pursuant to the terms, limitations and provisions of the Community Covenant. This Declaration, together with the Community Covenant, are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Anthem, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of Anthem and every part thereof. In the event of any conflict between the terms of the Community Covenant, the Parkside Covenant and the terms of this Declaration, the terms of the Community Covenant shall control. Notwithstanding the foregoing, to the extent that this Declaration imposes greater obligations or more restrictive restrictions than the Community Covenant or the Parkside Covenant, then such provisions contained herein shall control, and the Community Covenant and the Parkside Covenant shall not diminish the obligations of any Owner under this Declaration.

2.2 **Anthem Parkside.** Effective as of the Effective Date, the Annexation Property is annexed into and made a part of Anthem Parkside pursuant to Section 9.1 of the Parkside Covenant and made subject to the plan of the Parkside Covenant, the provisions of which are hereby incorporated herein by this reference. After the Effective Date, the Annexation Property shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used or improved, in whole or in part, subject to the Parkside Covenant, and subject to the functions, powers and jurisdiction of the Parkside Association pursuant to the terms, limitations and provisions of the Parkside Covenant. This Declaration, together with the Parkside Covenant, are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Anthem Parkside and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of Anthem Parkside and every part thereof. In the event of any conflict between the terms of the Parkside Covenant and the terms of this Declaration, the terms of this Declaration shall control. Notwithstanding the foregoing, to the extent that this Declaration imposes greater obligations or more restrictive restrictions than the Parkside Covenant, then such provisions contained herein shall control, and the Parkside Covenant shall not diminish the obligations of any Owner under this Declaration.

3. **Assessments.**

3.1 **Assessments under Community Covenant.** For purposes of determining the number of Assessment Units under the Community Covenant, the Lots within the Annexation Property shall be classified as Single Family Residential Lots. Pursuant to Section 6.3 of the Community Covenant, neither Pulte as a Community Developer, nor Lennar as a Community Developer, is obligated to pay assessments on Lots it owns within the Annexation Property. Although the mandatory 10 year period during which Community Developer was obligated to pay "shortages" has expired under Section 6.3 of the Community Covenant, Pulte and Lennar hereby agree to pay any "shortage" attributed to the Annexation Property for each fiscal year using the

same methodology as set forth in Section 6.3 of the Community Covenant. For purposes of calculating any "shortage" under Section 6.3 of the Community Covenant that is attributed to the Annexation Property, Pulte and Lennar agree that during the time either Pulte or Lennar own any portion of the Annexation Property, Pulte or Lennar will cause to be maintained separate records of all Income and Revenues and Expenditures that are applicable to the Annexation Property. To the extent such Lots are owned by Pulte or Lennar, such Lots shall qualify for the exemption of the Community Enhancement Fee as provided in Section 6.6(d) of the Community Covenant.

3.2 **Assessments under Parkside Covenant.** Pursuant to Section 8.7(b)(ii) of the Parkside Covenant, Pulte as a Community Developer and Lennar as a Community Developer shall have the right to elect not pay assessments on Lots it owns within the Annexation Property, but instead to pay any "shortage" attributed to the Annexation Property for each fiscal year pursuant to the methodology set forth in Section 8.7(b) of the Parkside Covenant. For purposes of calculating any "shortage" under Section 8.7(b) of the Parkside Covenant that is attributed to the Annexation Property, Pulte and Lennar agree that during the time either Pulte or Lennar own any portion of the Annexation Property, Pulte or Lennar will cause to be maintained separate records of all Income and Revenues and Expenditures that are applicable to the Annexation Property.

4. **Design, Architecture and Landscaping.**

4.1 **Generally.** The community design guidelines and standards described in the Community Covenant, and the terms of Article IV in the Parkside Covenant, do not apply to Pulte as Community Developer or Declarant, nor any other Builder (including Lennar) to whom Community Developer rights and Declarant rights have been assigned; provided, however, that Pulte and Lennar each agree: (i) to align the style and theming of the two parks within the Annexation Property in a manner that is consistent with the approved Preliminary Site Plan for Circle Mountain Ranch prepared by Wood Patel dated 5/6/15 and more particularly described in concept plans entitled "East Park Concept" and "West Park Concept" prepared by Anderson Baron dated 4/27/2015 (copies of which are in the possession of Pulte, Lennar, Council and Parkside Association), and (ii) to align the style and theming of the other common areas (other than the two parks) within the Annexation Property in a manner that is consistent with those common areas existing as of the Effective Date within the portions of Anthem located west of Interstate 17 Freeway.

4.2 **Limitation of Liability.** The architectural design and landscaping standards and procedures set forth in the Governing Documents are intended as a mechanism for maintaining and enhancing the overall aesthetics of Anthem (including but not limited to the Annexation Property) but shall not create any duty to any Person. Neither Pulte, Lennar, the Council nor the Parkside Association shall bear any responsibility for ensuring: (i) structural integrity or soundness of approved construction or modifications; (ii) compliance with building codes and other governmental requirements; or (iii) conformity of quality, value, size, or design with other improvements. Neither Pulte, Lennar, the Council, the Parkside Association, any Person retained by Pulte, Lennar, the Council or the Parkside Association as a consultant, any committee, or member of any of the foregoing shall be held liable for any claim whatsoever arising out of construction on or modifications to the Annexation Property. Neither Pulte, Lennar, the Council, the Parkside Association, any committee, or member of any of the foregoing shall be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or

approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Pulte, Lennar or the Council has approved such contractor as a builder in Anthem; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to the Annexation Property.

5. Capital Contribution.

5.1 Generally. In addition to the assessments and charges that may otherwise be imposed against the Annexation Property under the Community Covenant and/or Parkside Covenant, each Builder owning property within the Annexation Property (including Pulte and Lennar as Builders) agrees to pay to Council, the capital contribution described in this paragraph for the purposes of supporting rehabilitation and expansion of Anthem amenities in connection with the Annexation Property (the "**Capital Contribution**"). At the closing of each sale of each Lot located within the Annexation Property with a Dwelling (as defined below) constructed thereon by a Builder to a Retail Homebuyer (as defined below) (a "**Residential Lot Sale**"), such Builder agrees to pay to Council an amount equal to one-quarter of one percent (0.25%) of the Retail Base Price (as defined below) charged at the Residential Lot Sale that is collected by the Builder from the Retail Homebuyer. As used herein the term "**Retail Homebuyer**" shall mean any unaffiliated, third-party residential homebuyer who acquires from Builder a Lot, with a completed residence constructed thereon (a "**Dwelling**"). As used herein, the term "**Retail Base Price**" shall mean the base purchase price that is collected by Builder from the Retail Homebuyer (as set forth in the contract documentation between Builder and the Retail Homebuyer), but excluding any options, upgrades, lot premiums and closing costs. Council understands that no Builder is guaranteeing to Council: (A) that any Lots with Dwellings constructed (or to be constructed) thereon will be sold within any particular timeframe; (B) that any Lots with Dwellings constructed (or to be constructed) thereon, will be sold at all; and/or (C) the amount of any particular Retail Base Price in connection with a Residential Lot Sale.

5.2 Continuing Obligation of Builders. The obligation of the Builders under this paragraph 5 shall be a continuing obligation of such Builder and its commercial successors and assigns (as opposed to Retail Homebuyers) with respect to each of the Lots developed by that Builder within the Annexation Property. Each Builder reserves the right to transfer any Lot prior to the construction of a Dwelling thereon, including a transfer to another homebuilder or any entity which is in the business of real estate sale and development, without activating any obligation for payment of the Capital Contribution to Council, provided such transferee assumes in writing the obligation to pay the Capital Contribution, if any, which is due upon sale of a Lot with a Dwelling as provided herein. The obligation of the Builders under this paragraph 5 are the several (not joint) obligations of each Builder, such that each Builder (and its commercial successors and assigns) shall be severally responsible for the payment of the Capital Contribution to the extent attributed the Lots and Dwellings it has sold to Retail Homebuyers.

5.3 Procedure for Payment of the Capital Contribution. Each Builder will identify a licensed title company or agency within the State of Arizona to act as the escrow agent with respect to such Builder's Residential Lot Sales (each a "**Retail Escrow Agent**"). At each Closing, Builder and the Retail Escrow Agent shall execute retail escrow instructions that include, in addition to other matters, Retail Escrow Agent's commitment to: (i) hold from Builder's closing

proceeds, for the benefit of Council, sufficient funds to pay the Capital Contribution at each closing of a Residential Lot Sale within the Annexation Property; and (ii) to disburse such Capital Contribution to Council within three (3) business days after the Closing of the Residential Lot Sale. In no event shall any Residential Lot Sale be delayed for any reason whatsoever or as a result of any instruction from or other act or omission by any party (including Council) whatsoever, including, without limitation, as a result of any dispute regarding any Capital Contribution (or the amount thereof) due at the closing of the Residential Lot Sale with respect to the Lot or as a result of any dispute regarding any Capital Contribution (or the amount thereof) that was due with respect to any other Lot previously sold by Builder. Notwithstanding the foregoing or anything else to the contrary in this Agreement, in the event of a dispute between Builder and Council concerning the amounts payable with respect to the Capital Contribution for the Lot, Retail Escrow Agent shall take those actions specified in the Retail Escrow Instructions so as not to disrupt or delay the Residential Lot Sale.

5.4 **Substitute Retail Escrow Agent.** Each Builder may at any time upon written notice to Council designate a new Retail Escrow Agent provided that such new Retail Escrow Agent shall have signed the Retail Escrow Instructions and provided, further, that the new Retail Escrow Agent shall be a licensed title company or agency within the State of Arizona with similar qualifications as the previously selected Retail Escrow Agent.

5.5 **Release of Lots and Retail Homebuyers.** The Capital Contribution obligation under this paragraph applies only to Builders (including Pulte and Lennar as Builders) and does not apply to Retail Homebuyers. Accordingly, the Capital Contribution obligation shall automatically terminate as to each Lot (and shall not run with the land) upon the conveyance of such Lot with a Dwelling constructed thereon to a Retail Homebuyer in connection with a Residential Lot Sale, without the need for the recording of any other instrument evidencing such termination; provided, however, that in no event shall the automatic termination serve to release, relieve or otherwise affect the rights of Council or the obligation of the Builder or its commercial successors and assigns (as opposed to Retail Homebuyers) from the payment obligations described in this paragraph and Retail Escrow Instructions. Any title insurance company or title agency may rely on this paragraph when issuing a title commitment or title policy in connection with a Residential Lot Sale and, accordingly, not include the Capital Contribution obligation as an exception in such title commitment or title policy.

6. **No Further Annexation.** The annexation of the Annexation Property shall occur immediately upon the Effective Date (as defined in Recital J above). Immediately after the Effective Date and the annexation of the Annexation Property as contemplated in this Declaration, each Community Developer and Declarant (including Anthem Arizona, and each of Pulte and Lennar to the extent any rights as Community Developer and Declarant have been assigned to Pulte and Lennar, and their respective successors and assigns, if any) hereby agrees that notwithstanding the provisions of Section 2.2 of the Community Covenant or Section 9.1 of the Parkside Covenant, each Community Developer and Declarant relinquishes and forfeits any further right to annex any other property into either Anthem or Anthem Parkside. This provision shall not affect Council's annexation rights pursuant to Section 2.3 of the Community Covenant, nor the Parkside Association's annexation rights pursuant to Section 9.2 of the Parkside Covenant.

7. **General Provisions.**

7.1 **No Rights In Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Annexation Property.

7.2 **Permittees Bound.** All provisions of this Declaration and the Council Documents and the Parkside Covenant shall apply to each Owner of the Annexation Property and any of its heirs, successors, assigns, grantees, mortgagees, tenants and subtenants, and any Person who from time to time is entitled to the use and occupancy of the Annexation Property or any leasehold estate or Building thereon, and the officers, directors, constituent members, constituent partners, concessionaires, agents, employees, contractors, customers, visitors, licensees and invitees of any of them (the "**Permittees**"). Each Owner shall cause its Permittees to comply with this Declaration and the Council Documents and the Parkside Covenant and shall be responsible for all violations and losses caused by such Persons, notwithstanding the fact that such Persons also are fully liable and may be sanctioned for any violation.

7.3 **Amendment.** Unless otherwise provided herein, this Declaration may be amended in the same manner as provided in Section 7.1 of the Community Covenant for amendment of the Community Covenant. In furtherance of Section 7.1 of the Community Covenant, any amendment or consent required by "Community Developer" shall include Pulte and Lennar for so long as Pulte or Lennar owns any of the Annexation Property.

7.4 **Duration.** This Declaration supplements the Community Covenant and Parkside Covenant, and shall terminate concurrently with the termination of the Community Covenant and the Parkside Covenant.

7.5 **Attorneys' Fees.** In the event of an action instituted to enforce any provision of this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event Pulte, Anthem Arizona, the Council or the Parkside Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Benefited Assessment levied against the adverse Owner's property or the Association involved in the action.

7.6 **No Waiver.** No waiver of any default or any obligation by Pulte, Anthem Arizona, the Council, the Parkside Association or any Builder hereunder shall be implied from any omission by any other Person to take any action with respect to such default.

7.7 **No Agency.** Nothing in this Declaration shall be deemed or construed by an Person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

7.8 **Covenants to Run with Land.** Except as expressly limited in this Declaration, it is intended that this Declaration and the covenants, conditions, restrictions, rights and obligations set forth herein, shall run with the Annexation Property for all purposes and create equitable servitudes in favor of the real property benefited thereby, shall bind every Person having any fee, leasehold or other right or interest in any portion of the Annexation Property and shall inure to the benefit of the foregoing Persons, and their successors, successors-in-interest,

successors-in-title, assigns, heirs, and personal representatives.

7.9 **Grantee's Acceptance.** The grantee of the Annexation Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Pulte, Lennar or from a subsequent Owner of such Annexation Property, shall be deemed to have agreed, for itself and its successors, assigns, heirs, and personal representatives, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee, whereupon the grantor of such property shall be released from such obligations and agreements thereafter arising in respect of such property.

7.10 **Severability.** Each provision of this Declaration and the application thereof to the Annexation Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held liable or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. If the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

7.11 **Grammar.** In this Declaration, the singular shall be construed to mean the plural, when applicable.

7.12 **Governing Law and Jurisdiction.** The laws of the State of Arizona shall govern the interpretation, validity, performance, and enforcement of this Declaration. Each Owner of the Annexation Property irrevocably consents to jurisdiction and venue in the State of Arizona and agree not to attempt to remove or transfer any action properly commenced in the State of Arizona.

7.13 **Change in Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

7.14 **Declarant's Disclaimer or Representations; Reservation of Rights to Subdivide.** Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Recorded map or plat or other Recorded instrument or agreement, neither Pulte nor Lennar makes any warranties or representations whatsoever that the plans presently envisioned for the complete development of the Annexation Property can or will be carried out or that any land now owned or hereafter acquired by Pulte or Lennar is or will be committed to or developed for a particular plan or any use or that if such land is once used for a particular use, such use will continue in effect.

7.15 **Mortgagee Protection.** Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Annexation Property or any part thereof, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any Owner who acquires title by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7.16 **Captions.** The captions of each Article and paragraph hereof are inserted

only for convenience and shall not be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or paragraph to which they refer.

7.17 **Exhibit. Exhibit A** attached to this Declaration is incorporated by this reference, and amendment of such exhibit shall be governed by this Article.

7.18 **Interpretation.** The terms “hereof,” “herein,” “hereunder,” and similar terms shall be deemed to refer to this Declaration. The terms “include,” “includes,” and “including” shall be deemed to be followed by the words “but not limited to.”

[SIGNATURES FOLLOWING PAGE]

IN WITNESS WHEREOF, Pulte has caused this Declaration to be executed as of the date first above written.

PULTE HOME CORPORATION, a Michigan corporation

By: *Philip M. Turner*
Its: U.P. LAND

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing document was acknowledged before me this 2nd day of Sept., 2015, by Philip M. Turner the U.P. Land, of Anthem Arizona LLC, and that s/he, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf thereof.

Linda J. Grossberg
Notary Public

My Commission Expires:

5/10/18



ACKNOWLEDGED AND AGREED TO BY:

ANTHEM ARIZONA L.L.C.,
an Arizona limited liability company

By: D. Christopher Ward
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing document was acknowledged before me this 23rd day of Sept., 2015,
by D. Christopher Ward the VP of
Anthem Arizona L.L.C., and that s/he, in such capacity, being authorized so to do, signed
the foregoing instrument, on behalf thereof.

Linda J. Grossberg
Notary Public

My Commission Expires:

9/10/18



ACKNOWLEDGED AND AGREED TO BY:

LENNAR ARIZONA, INC., an Arizona corporation

By: [Signature]
Its: VICE PRESIDENT

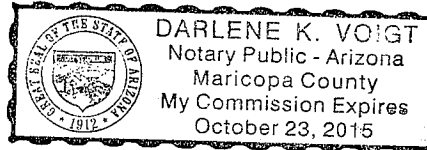
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing document was acknowledged before me this 23 day of September, 2015, by Jeff Gunderson the Vice President, of Lennar Azl Inc, and that s/he, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf thereof.

[Signature: Darlene K. Voigt]
Notary Public

My Commission Expires:

Oct 23, 2015



ACKNOWLEDGED AND AGREED TO BY:

ANTHEM COMMUNITY COUNCIL, INC., an Arizona non-profit corporation

By: _____
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing document was acknowledged before me this 23 day of September, 2015, by Tim Fyke, the Board President, of Anthem Community Council, and that s/he, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf thereof.

[Signature]
Notary Public

My Commission Expires:
9/23/15



ANTHEM PARKSIDE COMMUNITY ASSOCIATION, INC., an Arizona non-profit corporation

By: [Signature]
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing document was acknowledged before me this 23 day of September, 2015, by Loren Linscott, the Board President, of Anthem Parkside Community Assoc., and that s/he, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf thereof.

[Signature]
Notary Public

My Commission Expires:
9/23/15

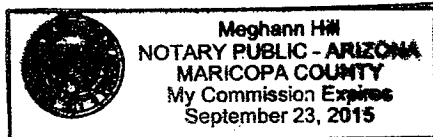


EXHIBIT A

LEGAL DESCRIPTION OF CIRCLE MOUNTAIN RANCH PROPERTY

PARCEL 1:

The West half of the Southwest quarter of Section 3, Township 6 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any part of the above property lying within the I-17 (Phoenix-Cordes Jct. Highway);
and

EXCEPT all coal and other minerals in said land as reserved to the United States in the Patent recorded in Book 316 of Deeds, Page 526.

PARCEL 2:

That portion of the Southwest quarter of Section 3, Township 6 North, Range 2 East that is: (i) West of Westerly right of way line of Interstate 17 (Phoenix-Cordes Jct. Highway), (ii) East of the West half of the Southwest Quarter of Section 3, (iii) South of the Easterly prolongation of the North boundary line of the West half of the Southwest Quarter of Section 3, and (iv) North of the Easterly prolongation of the South boundary line of the West half of the Southwest quarter of said Section 3.
