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SECOND AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS
RESERVATIONS AND EASEMENTS

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**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS
FOR
THE RESERVE AT GREENFIELD HOMEOWNERS ASSOCIATION**

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The Reserve at Greenfield Homeowners Association (the **"Second Amendment"**) is made and entered into this 15th day of May, 2025 (the **"Effective Date"**) by CAB, LLC, an Arizona limited liability company and CB & CB, LLC, an Arizona limited liability company, collectively, as **"Successor Declarant"** and is as follows:

RECITALS:

(A) On October 2, 2006, The Greenfield Reserve, Inc., an Arizona corporation (**"Original Declarant"**) caused that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The Reserve at Greenfield Homeowners Association to be Recorded at Instrument No. 2006-1300029 with the County Recorder of Maricopa County, Arizona (the **"Initial Declaration"**). The Initial Declaration was further amended on April 2, 2013 by First Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The Reserve at Greenfield Homeowners Association Recorded at Instrument No. 2013-0295572 with the County Recorder, and, together with the Initial Declaration is referred to herein as the **"Declaration."** The Declaration concerns and affects the Property as further described in Exhibit A attached hereto and incorporated herein by this reference.

(B) Successor Declarant is the Owner of all of the Lots in the Property and desires to amend the Declaration on the terms and conditions set forth herein. References to the "Declarant" in the Declaration, as amended by this Second Amendment, shall, from and after the Effective Date, mean and refer to the **"Successor Declarant."**

(C) The Reserve at Greenfield Homeowners Association, an Arizona non-profit corporation, has been formed to act as the **"Association"** for the Property and has executed this Second Amendment for purposes of binding the Association and subjecting the Common Area to the Declaration.

(D) Pursuant to Section 13.2 of the Declaration, and, at a meeting duly called and held pursuant to the Articles and Bylaws, Successor Declarant, as Owner of all of the Lots, voted affirmatively to adopt this Second Amendment.

(E) Capitalized terms used in this Second Amendment without definition shall have the meanings given to such terms in the Declaration and otherwise in the Planned Communities statutes under A.R.S. Section 33-1801 seq.

NOW, THEREFORE, Successor Declarant, with the consent of the Association, hereby declares and amends the Declaration as follows:

1. The title of Article 15 in the Table of Contents is hereby corrected and amended to read "Dispute Resolution."

2. Article 1 Definitions subsection (j) is hereby amended to add the following sentence to the end thereof as follows: "The improvements on the Common Area include any access gate ("Access Gate") located at the entrance to the Property from the public street for the intended purpose of limiting access to and egress from the Property to Owners, Residents, and their respective invitees."

3. Article 1 Definitions subsection (l) is hereby amended and restated in its entirety as follows:

"(l) 'Declarant' means collectively, and individually, CAB, LLC, an Arizona limited liability company and CB & CB, LLC, an Arizona limited liability company, their successors at law, and any other person or entity to whom it or they may expressly assign any or all of its rights under this Declaration by an instrument Recorded with the County Recorder of Maricopa County, Arizona. Any transfer of Declarant's rights to a successor by operation of law or by a Recorded assignment of Declarant's rights hereunder shall not deprive the assignor of any rights, privileges or immunities granted or reserved under this Declaration.

As an addition and corollary thereto, the following definition is hereby added to the end of Article I subsection (l) as follows:

"Declarant Control Period" means the period commencing upon the Recording of this Declaration and ending on the earlier of (i) the date the second to last Lot in the Property is conveyed to an Owner other than Declarant; (ii) the date that is fifteen (15) years after the Recording of this Declaration; or (iii) such earlier date as determined by Declarant in its sole discretion in a written notice delivered to the Association."

4. Article 1 Definitions subsection (r) is hereby amended to add new subromanette (iii) follows: "(iii) any Lot owned by Declarant during the Declarant Control Period."

5. The following sentence is hereby added to Section 2.2 as follows: "It is expressly understood and agreed by all Owners that Declarant may elect to convey one or more or all of the Lots to individual purchasers without a Dwelling Unit constructed thereon, but such conveyance shall expressly be subject to compliance by such purchasers and their successors with, *inter alia*, Article 11 of this Declaration."

6. The right of the Association pursuant to Section 3.1(a) of the Declaration to suspend use of the Common Area shall not apply to use of Tract C.

7. New subsections (f) and (g) are hereby added to end of Section 3.1 as follows:

“(f) The foregoing easements of enjoyment of the Common Areas is subject to an easement for ingress and egress over the private drive shown on the Plat for public and private utilities, U.S. mail delivery and collection, refuse collection and emergency access vehicles for purposes of providing such services as may be required by Applicable Laws or contracted for by the Association on behalf of the Owners.

(g) The right of Declarant to regulate the hours of operation of the Access Gate as further provided in Section 3.4 below during the Declarant Control Period and thereafter the right of the Association to regulate and operate the Access Gate.”

8. The following sentence is hereby added to the end of Section 3.4 as follows: “During the Declarant Control Period, Declarant has the sole right and easement to operate the Access Gate and to determine, in its sole discretion, the hours the main Access Gate is left open.”

9. The term “eighteen months” set forth in Section 4.10(g) of the Declaration is hereby amended to read “two (2) years.”

10. The caption of Section 4.12 is hereby amended to read “Signs/Flags.” Section 4.12(a) is amended and restated in its entirety to read: “Signs required by legal proceedings or expressly permitted by the provisions of the Planned Communities statutes, A.R.S. Title 33, Section 1801 et seq., including without limitation, political signs, subject to the right of the Association to further regulate such signs as provided in A.R.S. Section 33-1808, and any successor statute thereto. Without limitation, the restrictions on display of political signs as set forth in said Section 33-1808 of the Planned Communities statutes, and any successor statute thereto, are expressly incorporated herein by this reference.” New subsection 4.12(e) is hereby added to the Declaration to read as follows: “As further provided in A.R.S. §33-1808, a Member may display a flag expressly referenced in and specifically allowed by A.R.S. §33-1808(A) on his Lot consistent with the provisions of that statute and subject to any other Applicable Laws. The Association shall adopt reasonable Association Rules regarding the display of such flag (which may be incorporated into the Design Review Guidelines), including regulating the size and location of flagpoles and flagstaffs, as long as such Rules do not result in the prohibition of the installation of the flagpole or flagstaff or unduly limit displaying such flag. In no event may a flagpole or flagstaff be installed on a Lot until the height and location of the pole or staff and the flag to be displayed thereon have been approved by the Design Review Committee.”

11. Section 4.13 of the Declaration is hereby amended and restated in its entirety as follows:

“Section 4.13 Roof Structures and Other Equipment. If and portion of the Dwelling Unit or any guest house, accessory building, or other structure on a Lot has a pitched or raised roof, the roof material must consist of flat colored concrete tile, slate, flat terra cotta tile, two-piece mission tile or other high quality material expressly approved by the Design Review Committee.

No heating, cooling, HVAC, or other roof-top equipment or structures shall be permitted except that the Design Review Committee may permit one or more roof top solar panels to be installed on the roof or elsewhere on the Lot if attractively screened in accordance with standards established by the Board, further subject to applicable federal or state energy conservation laws governing the installation of solar equipment on residential dwellings, including, without limitation, A.R.S. §33-1816, as the same may be amended from time to time. In addition, the Design Review Committee may not prohibit or unduly or unreasonably restrict the placement of satellite dishes and antennas of the types covered by the Federal Communications Commission rules promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time commonly known as the Over-the-Air Reception Devices or *OTARD Rule* ("FCC Rules"). However, nothing shall preclude the Design Review Committee from adopting reasonable safety and/or architectural aesthetics rules in the Design Review Guidelines which do not impede the Owner's ability to obtain solar power or to obtain adequate reception from a protected class of satellite dishes or antennas within the scope of the FCC Rules. Without limiting the foregoing, all satellite dishes or antennas within the scope of the FCC Rules shall be placed within a rear or side yard of the Lot and mounted below the height of the Party Wall so as not to be Visible from Neighboring Property unless, as a result of such placement, the Owner is not able to obtain a satisfactory signal as defined in the FCC Rules."

12. The following paragraph is hereby to the end of Section 4.17 of the Declaration to read as follows:

"Subject to the further provisions of Applicable Laws (including federal and state Fair Housing Acts and Americans with Disabilities Acts), an Owner or other Resident of a Dwelling Unit or other improvement on a Lot may conduct a business activity on a Lot as long as (i) the existence or operation of the business activity is not readily apparent or detectable by sight, sound or smell from outside the Lot; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Property; (iii) the business activity only results in occasional or minimal time duration visits or contact with non-Residents coming onto the Lot and does not involve the door-to-door solicitation of Residents; (iv) the trade or business conducted by the Owner or Resident of the Lot does not require more than one (1) employee working in or from a Dwelling Unit or other improvement on a Lot unless such additional employees are also lawful Residents of the Lot; (v) the volume of vehicular or pedestrian traffic generated by such trade or business does not result in traffic congestion or parking violations (such as parking on Tract C); (vi) the trade or business does not use flammable liquids or hazardous materials in quantities not customary for residential use; and (vii) the business activity is consistent with the residential character of the Property, does not attract invitees during evening or non-standard local business hours and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other Owners or Residents in the Property, as may be determined from time to time in the sole discretion of the Board. The terms "business" and "trade" as used in this Section 4.17 shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged in full or part time; such activity is intended to or does generate a profit; or a license is required for such activity."

13. Section 4.39 of the Declaration is hereby deleted in its entirety and replaced by new Section 4.39 set forth in its entirety below:

“Section 4.39 Variances. The Association, may, at its option and in extenuating circumstances, grant variances from the Covenants set forth in this Declaration if the Association determines in its discretion that (i) a restriction would create an unreasonable hardship or burden on an Owner or a change of circumstances since the Recording of this Declaration has rendered such restriction obsolete and (ii) the activity permitted under the variance will not have any substantial adverse effect on the Owners or other Residents in the Property. Such variances must be evidenced in writing and must be signed by a unanimous vote of the Board. If such variance is granted, no violation of the Covenants contained in this Declaration shall be deemed to have occurred with respect to the specific matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, and only for so long as the special circumstances warranting the variance exist, nor shall it affect in any way the Owner’s and/or Resident’s obligation to comply with all Applicable Laws affecting the use of his Lot. The Board shall have the right to condition the granting of a variance as it may determine in the Board’s sole discretion, including, without limitation, making a variance temporary or permanent or requiring the removal or replacement of a non-permanent or semi-permanent structure upon the sale or other conveyance of a Lot. Moreover, because of the unique facts and circumstances surrounding each variance request, the granting of a variance in one instance or under certain circumstances, terms and conditions does not mandate the granting of a variance under similar or related circumstances, terms or conditions if the experiences of the Association and the Property as a whole or the differences in circumstances (however slight) of a variance request from a previously approved variance lead the Association, in good faith, to disapprove a variance request in such instance. In no event, may the Association grant any variance that would create or cause the Association to be in violation of any governmental ordinance or development stipulation or in violation of any insurance policy limitation or restriction issued in favor of the Association and its Members.”

14. The third and fourth sentences of Section 5.2 of the Declaration are hereby amended and restated as follows: “Until the termination of the Declarant Control Period, Declarant shall have the sole right to appoint and remove members of the Board. After the termination of the Declarant Control Period, the Board shall be elected by the Members as provided in the Bylaws.”

15. Section 6.3(b) is hereby amended and restated in its entirety to read as follows:

“Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned during the Declarant Control Period. After the Declarant Control Period has terminated, Declarant shall be entitled to one (1) vote for each Lot owned by Declarant if Declarant is then the Owner of any Lots.”

16. The word "interest" in the second and third sentences of Section 7.1 of the Declaration is hereby amended to read "late charges" and the words "to the fullest extent permitted by Applicable Laws" is hereby added to the end of the second sentence of said Section 7.1.

17. Section 7.4 of the Declaration is hereby amended and restated in its entirety to read as follows:

"Section 7.4 Capital Reserve Assessment/Administrative Records Fee.

(a) Except as expressly provided in Subsection (a)(i) below, each Member immediately upon becoming the Owner of a Lot, shall pay to the Association a recordkeeping transfer fee (the "**Administrative Records Fee**") in such amount as is established from time to time by the Board to compensate the Association for the administrative costs incurred resulting from the transfer of the Lot, subject to Applicable Laws. The Administrative Records Fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to mail or deliver pursuant to A.R.S. §33-1806(A), and, therefore, subject to Applicable Laws, the Administrative Records Fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S. §33-1806 for a resale disclosure statement and/or lien estoppel statement pursuant to A.R.S. §33-1807.

(i) No Administrative Records Fee shall be payable with respect to (a) the transfer of a Lot by Declarant unless expressly approved by Declarant in writing; (b) the transfer or conveyance of a Lot by devise or intestate succession; (c) a transfer or conveyance of a Lot to a family trust, family limited partnership or other person or entity for bona fide estate planning purposes; (d) a transfer or conveyance of a Lot to a corporation, partnership or other entity in which the grantor owns a majority interest; (e) the conveyance of a Lot by a trustee's deed following a trustee's sale under a deed of trust; (f) a conveyance of a Lot as a result of the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded contract for the conveyance of real property subject to A.R.S. §33-741 *et seq.*; (g) the conveyance of a Lot to a mortgagee pursuant to a deed in lieu of foreclosure executed by the mortgagor Owner; (h) the conveyance by an Owner of a Lot who acquired title by trustee's deed, foreclosure of a realty mortgage, forfeiture or foreclosure of a Recorded contract pursuant to A.R.S. §33-741 *et seq.*, or deed in lieu of foreclosure to a Purchaser; and (h) any other transfer or conveyance that is expressly exempt from the Affidavit of Property Value pursuant to A.R.S. §11-1134. If the Board determines, in its sole discretion, that a material purpose of a transfer or conveyance was to avoid payment of the Administrative Records Fee (or any other fee due that would otherwise be due to the Association), the Board may choose to charge an Administrative Records Fee for that transfer or conveyance despite an apparent exemption. Notwithstanding the exemption of any transfer or conveyance from the Administrative Records Fee, each Owner of a Lot who becomes an Owner as a result of a transfer or conveyance, including exempt transfers or conveyances, shall be obligated to notify the Association of the new Member's legal name, billing address and contact information.

(b) Except as otherwise provided in this Section, each Member shall pay to the Association immediately upon becoming the Owner of the Lot, a contribution to the reserves of the Association in an account to be established pursuant to Subsection (b)(ii) below, for the

periodic maintenance, repair and replacement of the Common Area and other areas of Association responsibility (the "**Reserve Assessment**"). The amount of the initial Reserve Assessment shall be set by the Board of Directors but shall not be less than a sum equal to one-sixth (1/6th) of the current Regular Assessment for the Lot. The amount of the Reserve Assessment established for transfers occurring after the Declarant Control Period has expired or terminated may be based upon the recommendations contained in any reserve study obtained by the Board from time to time after taking into consideration the amount of Reserves then held by the Board in the segregated Reserve Account and any reasonably estimated useful life of the Common Area components. Reserve Assessments are non-refundable and shall not be considered as an advance payment of the Regular Assessment or any Special Assessment.

(i) No Reserve Assessment shall be payable with respect to any transfer of a Lot exempt from the Administrative Records Fee pursuant to Section 7.4(a) above. To the extent of any limitations imposed pursuant to Applicable Laws, Reserve Assessments shall be reserved for and expended by the Association, as the party designated to manage the Property, for the maintenance, repair and replacement of improvements on or within the Common Areas and the Property as a whole and thereby touch and concern the land.

(ii) In addition to the Reserve Assessments, the Regular Assessments shall include a reasonable amount for reserves as determined by the Board of Directors for the future periodic maintenance, repair or replacement of all or a portion of the Common Area and other areas of Association responsibility and improvements thereon, or any other reasonable purpose as determined by the Board of Directors. The reserves may be funded from Regular Assessments, remaining balances from unused Special Assessments, Reserve Assessments and from any other revenues of the Association. All amounts collected as reserves, whether pursuant to this Section 7.4(b) or otherwise, shall be deposited by the Board of Directors in a separate bank account (the "**Reserve Account**") commencing no later than the expiration or termination of the Declarant Control Period. All funds in the Reserve Account shall be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with other Association funds. Such reserves shall be deemed a contribution to the capital account of the Association by the Members. The Board of Directors shall not expend funds from the Reserve Account for any other purpose other than those purposes for which they are collected. After the termination or expiration of the Declarant Control Period, the Board of Directors may periodically obtain a reserve study in accordance with good management practice and, if so obtained, shall present such findings to the Members no later than the next annual meeting of the Members.

(iii) Unless the Association is exempt from federal or state income taxes, and to the extent permitted by Applicable Laws, all reserves shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulation of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association."

18. Section 7.5 of the Declaration is hereby amended and restated in its entirety to read as follows:

“Section 7.5 Rate of Assessment; Obligation of Declarant for Deficiencies.

(a) The Owners of all Assessable Property shall each pay an equal amount of each Regular or Special Assessment. After the earlier of termination or express written waiver of the Declarant Control Period, all Lots shall automatically become Assessable Property. The equal rate of Assessment for Assessable Lots set forth in this Section 7.5 shall not include or apply to any Initial Capital Contribution, Capital Reserve Assessment or the Administrative Records Fee, or any other fee, contribution, assessment or charge that is charged or is due upon sale, lease, or transfer of Assessable Property and/or to which such Lots may be subject from time to time. The imposition of and obligation to pay any such fees shall not be deemed or construed to violate the requirement for an equal assessment of Regular or Special Assessments to all Assessable Property. At such time as a Declarant owned Lot becomes Assessable Property, the Regular Assessment for that Lot shall be prorated on the basis of the number of days in the remaining fiscal year of the Association and the number of days that the Lot was part of the Exempt Property.

(b) Except as otherwise provided in this Section 7.5, during the Declarant Control Period, Declarant shall pay and contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be reasonably requested by the Board, such funds as may be necessary (when added to the Regular Assessments levied by the Association) to pay all current operating expenses of the Association as they become due. Regardless of whether the Declarant Control Period has expired or terminated, Declarant's obligation to fund any shortfall in Association revenues under this Section 7.5(b) shall cease at any time Declarant elects to pay Regular Assessments at the full rate of assessment for all Lots owned by Declarant. Any such voluntary election may be made either by Declarant giving written notice to the Association or, without the necessity of giving written notice, by Declarant paying the Association each month an amount equivalent to the amount of the monthly installment of the Regular Assessments attributable to Declarant's then owned Lots at the full or one hundred percent (100%) rate of assessment assessed to all non-Exempt Property.”

19. Section 7.10 of the Declaration is hereby amended and restated in its entirety to read as follows:

“Section 7.10 Maximum Regular Assessment. The Association may not impose a Regular Assessment for any fiscal year of the Association that is more than twenty percent (20%) greater than the Regular Assessment established for the prior fiscal year without the approval of a majority of the Members of the Association or, if less, the number of Members or votes as may be required to approve such an Assessment increase pursuant to Applicable Laws.”

20. The words “Section 7.5(b) and in” are added directly after the words “except as provided in” and before the words “Article 10” in the third line of Section 7.13 of the Declaration.

21. New Section 7.15, Section 7.16, and Section 7.17 are hereby added to the end of Article 7 of the Declaration to read as follows:

“Section 7.15 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments (including any Special Assessments) and other sums received by it in such year or to reduce the amount of the Regular Assessment in the succeeding year if a surplus exists from a prior year. Instead, the Association may carry forward from year to year such surplus as the Board, in its discretion, may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes and/or the Board may deposit any such surplus funds in the Association Reserve Account.

Section 7.16 Unallocated Taxes. In the event that any taxes are assessed against the Common Area or the personal property of the Association rather than against the Lots, said taxes shall be included in the Regular Assessments made under the provisions of this Article 7.

Section 7.17 Initial Capital Contribution. To ensure that the Association shall have adequate funds to meet its expenses to maintain, repair and replace improvements within the Property, each Member shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to one-sixth (1/6th) of the current Regular Assessment for the Lot (the “Initial Capital Contribution”). Payments made pursuant to this Section 7.17 shall be nonrefundable, shall be deemed a contribution to the capital of the Association to the extent permitted by Applicable Laws, and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. To the extent of any limitations imposed pursuant to Applicable Laws, Initial Capital Contributions shall be expended by the Association, as the party designated to manage the Property, for the maintenance, repair and replacement of any improvements or structures on or within the Common Areas and the Property as a whole and thereby touch and concern the land.”

22. The first sentence of Section 8.1 of the Declaration is hereby amended and restated in its entirety to read as follows: “The Declarant, during the Declarant Control Period, shall have the exclusive right to enforce the provisions of this Declaration. Thereafter, the Association as the agent and representative of the Members, and each of the Members shall have the exclusive right to enforce the provisions of this Declaration.”

23. Section 8.2 of the Declaration is hereby amended and restated in its entirety to read as follows:

“Section 8.2 Effect of Nonpayment of Assessments; Association Remedies.

(a) Any Assessment, or any installment of an Assessment, not paid within fifteen (15) days after the Assessment or any installment thereof first became due and after all notice requirements set forth in A.R.S. §33-1803 or other Applicable Laws have been satisfied, shall be deemed delinquent as of the original due date for the missed Assessment or such later date as established by Applicable Laws. Such Assessment, or installment thereof, shall also be subject to late charges and delinquent interest as the Board may establish by Association Rule, provided that such fees or charges shall not exceed the limitations of A.R.S. §33-1803, as amended from time to time or any other Applicable Laws.

(b) To the fullest extent permitted by this Declaration and Applicable Laws, the Association shall have a lien on each Lot for (i) all Regular and Special Assessments levied against the Lot; (ii) late charges accruing on Regular and Special Assessments; and (iii) all other reasonable costs of collection and other fees and charges due to the Association to the extent permitted as a common expense lien pursuant to A.R.S. §33-1807. Other charges, including, without limitation, monetary penalties and fines may be secured by a judgment lien if ordered by a court of competent jurisdiction. The Recording of this Declaration constitutes record notice and perfection of the Assessment Lien.

(c) Except as may be otherwise provided by Applicable Laws or in this Declaration, the Association shall not be obligated to release the Assessment Lien or any judgment lien until all delinquent Assessments, including, without limitation, late charges, reasonable attorneys' fees, and any costs of collection and other sums lawfully secured by the Assessment Lien or such judgment lien, if applicable, have been paid in full.

(d) The right of enforcement of the Assessment Lien pursuant to this Declaration shall be limited by certain provisions of Applicable Laws, including the provisions of A.R.S. §33-1807(A) regarding the amount and duration of a delinquency, and the Association shall make reasonable efforts to communicate with the Owner and to offer a reasonable payment plan before taking any enforcement action under this Section 8.2. Subject to the foregoing, the Association shall have the right, at its option, to enforce collection of any delinquent charges and all other sums due to the Association in any manner allowed by law, including, but not limited to (i) bringing an action at law against the Owner personally obligated to pay the delinquent charges and such action may be brought without waiving the Assessment Lien to the extent the Assessment Lien secures such charges or (ii) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale."

24. Section 9.2 of the Declaration is hereby amended and restated in its entirety to read as follows:

"Section 9.2 No Borrowing Power. The Association may not borrow money in an amount exceeding \$50,000 without the consent of a majority of each class of Members."

25. The second sentence of Section 11.7 of the Declaration is hereby amended and restated in its entirety to read as follows: "If, however, Declarant or any affiliate of Declarant, undertakes construction of a Dwelling Unit as a third party contractor on any Lot other than a Lot owned by Declarant or its affiliate, for and on behalf of the Owner thereof, such Dwelling Unit shall comply with the Design Review Guidelines."

26. New Section 12.4 of the Declaration is hereby added to the Declaration to read as follows:

"Section 12.4 Association Contracts. The Declarant during the Declarant Control Period, and/or the Board, acting on behalf of the Association, shall have the right, power and

authority to enter into one or more bulk or long term service agreements with service providers for such duration, at such rate(s) and on such other terms and conditions as the Declarant and/or the Board deems appropriate, including, but not limited to, trash removal, cable and satellite television and communications services, utility services (including monitoring and reading services), pest control, and Access Gate control, monitoring or maintenance services as may be in the best interests of the Property and fair and equitable when executed. In the case of such service agreements executed by Declarant, the contract may contain an automatic assignment provision to the Association at such time as the Declarant Control Period expires or terminates but nothing shall preclude the Declarant from assigning the same to the Association prior thereto. The cost of any such service agreements shall be a Common Expense and included within the budget for the Regular Assessments. Otherwise, all such services shall be the individual responsibility of the Owners. The Board may also enter into professional management service contracts on behalf of the Association as long as such contracts do not exceed one year in length and are terminable on thirty (30) days' notice without penalty or premium."

27. Section 13.1 of the Declaration is hereby amended and restated in its entirety to read as follows:

"Section 13.1 Perpetual Duration; Method of Termination. This Declaration shall continue in full force and effect and shall run with the land in perpetuity unless terminated as provided in this Section 13.1. This Declaration may be terminated at any time if such termination is approved by the affirmative vote or written consent, or any combination thereof, of the Owners representing ninety percent (90%) or more of the votes in the Association and with the written consent of the holders of first mortgages on such Lots whose Owners have approved the termination. If the necessary votes and consents are obtained, the Board shall cause a certificate of termination ("Certificate of Termination") of this Declaration to be Recorded, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. After the Recording of the Certificate of Termination, this Declaration shall have no further force or effect and the Association shall be dissolved pursuant to the provisions set forth in the Articles. As long as Declarant owns any Lot, no Certificate of Termination shall be effective unless the termination has been approved in writing by Declarant."

28. Section 13.2 of the Declaration is hereby amended and restated in its entirety to read as follows:

"Section 13.2 Amendments.

(a) Except for amendments made pursuant to Subsection 13.4 of this Declaration, and subject to the further provisions of Sections 13.2(b) and 13.2(c) hereof, this Declaration may be amended at any time by the written approval or the affirmative vote, or any combination thereof, of the Owners representing at least eight (8) Lots in the Property. Any such amendment may be made without regard to whether such amendment is of uniform effect or applicable to all of the Owners or Lots as long as such amendment otherwise complies with any additional consent requirements set forth in A.R.S. 33-1817 or other Applicable Laws.

(b) During the Declarant Control Period (but not later than fifteen (15) years after the Recording of this Declaration), any amendment to this Declaration must be approved in writing by the Declarant. Article 15 of this Declaration may not be amended without the consent of Declarant during the time period that is within fifteen (15) years after the Recording of this Declaration without regard to whether the Declarant Control Period has expired or terminated; Declarant's interest being deemed coupled with an interest. However, if Declarant is deemed by any court of applicable jurisdiction not to have such an interest, then, in no event may Article 15 of this Declaration be amended without the consent of one hundred percent (100%) of the then Owners of Lots.

(c) An amendment to this Declaration may require the prior written approval of VA or FHA as further provided in Section 16.13 below.

(d) During the Declarant Control Period, any amendments to this Declaration shall be signed by Declarant and Recorded with the County Recorder of Maricopa County, Arizona. After the Declarant Control Period expires or terminates, any amendment made pursuant to Section 13.2(a) shall be signed by the President or Vice President of the Association and shall be Recorded with the County Recorder of Maricopa County, Arizona, and shall certify that the amendment has been approved by the Board as well as by the requisite number of Owners as may be required by this Section 13.2. Any amendment to this Declaration shall be effective upon the Recording of the instrument. Lot Owners other than Declarant are not required to execute an amendment to this Declaration (although consents or executed signature pages may be attached to a Recorded amendment) as long as the Association maintains an original, or true and correct copies, of all such consents or votes in favor of the amendment for a minimum of ten (10) years.

(e) Any challenge to an amendment to the Declaration on the basis that the amendment was not adopted by the requisite number of Owners or was not adopted by the procedures required by this Declaration or Applicable Laws must be made within one year after the Recording of the amendment.

(f) Any amendment to this Declaration adopted pursuant to the provisions of this Section 13.2 may broadly amend any provision of this Declaration for any purpose and may alter the use and occupancy restrictions in whole or in part and all such amendments shall be deemed to be reasonably foreseeable. Such amendments may include, without limitation, covenants, conditions, restrictions or easements that are entirely new or different in character and untethered to the original provisions of this Declaration. In addition, and without limiting the generality of the foregoing, this Declaration may be amended to modify, expand or limit (i) areas of Association maintenance responsibility, (ii) rights, privileges, and exemptions of Declarant, but any limitation or curtailing of such rights and exemptions shall require the consent of Declarant as further provided in this Declaration, (iii) rights of annexation or deannexation of real property to or from the Property, (iv) any matters involving design review and architectural control, (v) any matters involving maintenance of any portion of the Lots, the Dwelling Units, or the Property as a whole and insurance provisions, (vi) the use and occupancy restrictions including any matters involving parking of vehicles and operation of any trade or business in the Property; and (vii) easement provisions. Except as may be expressly provided in this

Declaration, no amendment shall be construed to require unanimous consent. In connection with the foregoing, Declarant intends and each Person agrees that this Declaration shall be liberally interpreted in favor of the then current preferences and desires of the Owners, as such preferences and desires are evidenced by this Declaration, the Articles, Bylaws, Association Rules and Design Review Guidelines as amended from time to time by the stated requisite percentage of Owners and the Declarant, where applicable, over any individual Lot Owner or minority of Lot Owners.”

29. Section 13.4 of the Declaration is hereby amended and restated in its entirety to read as follows:

“Section 13.4 Declarant’s Rights of Amendment. Notwithstanding anything in this Article 13 or elsewhere in this Declaration to the contrary, Declarant shall, during the Declarant Control Period, and subject to Applicable Laws, be entitled to unilaterally amend this Declaration and the Plat if deemed reasonably necessary or desirable by Declarant.”

30. The following sentence is hereby added to the end of Section 15.1 of the Declaration as follows: **“In the case of Declarant, and any other Bound Parties affiliated with Declarant in any manner whatsoever, which are limited liability entities, including, without limitation, corporations, limited liability companies, and limited liability partnerships, duly formed under Arizona laws, the laws of any other state of the United States, or federal law, any shareholder, member, manager, general or limited partner, director, officer, attorney or agent thereof shall be exempt from and have no individual or personal liability whatsoever for a Claim or any matter related to a Claim to the fullest extent permitted by such Applicable Laws.”**

31. The following sentence is hereby added to the end of Section 15.7 of the Declaration to read as follows: “To the extent an arbitrator is authorized under Applicable Laws to make an award of attorneys’ fees and costs to any Owner, Association or Declarant Parties, such award of attorneys fees’ and costs shall not exceed any amount which would otherwise be awarded pursuant to A.R.S. §12-1364, as the same may be amended from time to time.”

32. New Section 15.8 is hereby added to the Declaration as follows:

“Section 15.8 Arbitration Acts. The arbitrator’s award shall be enforced as provided for in the Revised Uniform Arbitration Act, A.R.S. § 12-3001, et seq. to the greatest extent applicable. However, because many of the materials and products incorporated into the Property are manufactured in other states, the development and conveyance of the Lots and the Common Area evidences a transaction involving interstate commerce. Therefore, the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect or as it may hereafter be amended, will govern the interpretation and enforcement of the arbitration provisions of this Declaration, but only to the extent it supersedes the Revised Uniform Arbitration Act or such Act does not apply.”

33. Section 16.2 of the Declaration is hereby amended to change the caption to read “Severability and Change of Circumstances” and to add the following new sentence to the end of said Section 16.2 as follows: “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.”

34. The following paragraph is hereby added to the end of Section 16.11 of the Declaration to read as follows:

“Without limiting the foregoing, each Owner understands, agrees, and acknowledges, that Declarant intends to install an unmanned electronic Access Gate at the entrance to the Property and the cost of maintenance and upkeep of such amenity will be paid by the Members as part of their Regular Assessments. No warranty is made with regard to the efficacy or effect of such features or devices if so installed. Each Owner understands that any privacy measures, including Access Gates, cameras or other monitoring that are or may be in effect at the time he becomes an Owner may be abandoned, removed and/or modified by the Declarant during the Declarant Control Period or by a majority vote of the Board after the Declarant Control Period expires or terminates. The commencement of any such devices, features, measures or controls shall not be deemed to be an assumption of any duty on the part of the Association or Declarant with respect to the Property. **NEITHER DECLARANT, THE ASSOCIATION, NOR ANY MEMBER, DIRECTOR, OFFICER, DESIGN REVIEW COMMITTEE MEMBER, EMPLOYEE, OR ANY MANAGING AGENT THEREOF, SHALL BE LIABLE TO ANY OWNER, RESIDENT OR THEIR RESPECTIVE INVITEES FOR ANY CLAIMS OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY, FROM THE EXISTENCE OR MAINTENANCE OF ANY COMMUNITY PRIVACY MEASURES, AND SHALL HAVE NO LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING FROM THE ENTRY OR TRESPASS OF ANY UNAUTHORIZED INDIVIDUAL OR OTHER PERSON ONTO THE PROPERTY.**”

35. New Section 16.16 and Section 6.17 are hereby added to the Declaration as follows:

“Section 16.16 Attorneys’ Fees. In the event Declarant, the Association or any Owner consults with, retains, or employs an attorney or attorneys (i) to enforce an Assessment Lien; (ii) to collect any other amounts due from an Owner; (iii) to enforce compliance with or recover damages for any violation or noncompliance with the Declaration, Articles, Bylaws, Association Rules or Design Review Guidelines; or (iv) in any other manner arising out of such Property documents or the operations of the Association, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs incurred in the action. In the event the Association employs an attorney for any of the actions referenced above and the Owner complies with the Association’s demands and the requirements of the foregoing Property documents prior to a determination of the prevailing party, and regardless of whether an action is initiated at law or in equity or in any administrative proceeding, the Association shall be entitled to and reserves the right to charge the Owner for all reasonable attorneys’ fees and costs so incurred. To the extent an arbitrator pursuant to Article 15 of this Declaration is authorized under Applicable Laws to make an award of attorneys’ fees and costs to any Owner, Association, Declarant, or any other Bound Parties, such award of attorneys fees’ and costs shall not exceed any amount which would otherwise be awarded pursuant to A.R.S. §12-1364, as the same may be amended from time to time.

Section 16.17 Savings Clause. The provisions of this Declaration shall be construed to be consistent with all applicable federal, state and local laws, ordinances and regulations ("Applicable Laws"), and should any provision hereof violate Applicable Laws and be unenforceable as a result thereof, then Applicable Laws shall govern. Notwithstanding the foregoing, compliance with this Declaration shall not relieve an Owner or any other person or entity from the obligation to also comply with all Applicable Laws, ordinances and regulations. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein."

36. Exhibit A attached to this Second Amendment hereby is substituted for and replaces in its entirety Exhibit "A" attached to the Declaration.

Except as specifically amended or provided herein, all of the terms and provisions of the Declaration shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Declaration and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall prevail. In all other respects, the terms and provisions of this Second Amendment and those in the Declaration shall be construed and interpreted so as to be consistent to the fullest extent possible._

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[CAB COUNTERPART]

IN WITNESS WHEREOF, the Successor Declarant, with the consent of the Association, has executed this Second Amendment in counterparts as of the day and year first set forth above.

SUCCESSOR DECLARANT:

CAB, LLC,
an Arizona limited liability company

By Cathleen A. Beecroft
Cathleen A. Beecroft
Its Manager

By Curtis Charles Beecroft
Curtis Charles Beecroft
Its Manager

By Alison Tanya Beecroft
Alison Tanya Beecroft
Its Manager

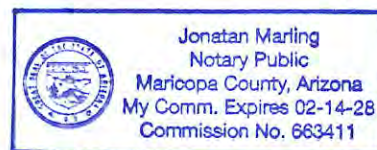
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 15th day of May, 2025, before me, the undersigned notary public, in and for said county and state, personally appeared CATHLEEN A. BEECROFT, CURTIS CHARLES BEECROFT, and ALISON TANYA BEECROFT, the Managers, of CAB, LLC, an Arizona limited liability company, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that they executed the above instrument for and on behalf of the foregoing limited liability company, each in their capacity as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
02/14/2025

Jonatan Marling
NOTARY PUBLIC



[CB & CB COUNTERPART]

IN WITNESS WHEREOF, the Successor Declarant, with the consent of the Association, has executed this Second Amendment in counterparts as of the day and year first set forth above.

SUCCESSOR DECLARANT:

CB & CB, LLC,
an Arizona limited liability company

By Cathleen A. Beecroft
Cathleen A. Beecroft
Its Manager

By Curtis Charles Beecroft
Curtis Charles Beecroft
Its Manager

By Alison Tanya Beecroft
Alison Tanya Beecroft
Its Manager

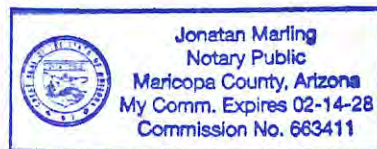
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 15th day of May, 2025, before me, the undersigned notary public, in and for said county and state, personally appeared CATHLEEN A. BEECROFT, CURTIS CHARLES BEECROFT, and ALISON TANYA BEECROFT, the Managers, of CAB, LLC, an Arizona limited liability company, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that they executed the above instrument for and on behalf of the foregoing limited liability company, each in their capacity as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
02/14/2025

Jonatan Marling
NOTARY PUBLIC



CONSENTED TO THIS 15th DAY OF May, 2025 BY:

THE RESERVE AT GREENFIELD HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By Charles G. Beecroft
Charles G. Beecroft, Its President

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 15th day of May, 2025, before me, the undersigned notary public, in and for said county and state, personally appeared CHARLES G. BEECROFT, the President of THE RESERVE AT GREENFIELD HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that they executed the above instrument for and on behalf of the foregoing non-profit corporation as an officer thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
02/14/2028

Jonatan Marling
NOTARY PUBLIC

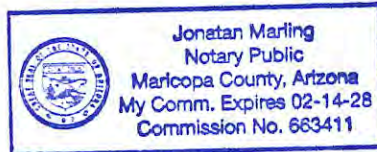


Exhibit A

Legal Description of the Property

Lots 1 through 10, inclusive, and Common Area Tracts A, B, C, and D, according to the Final Plat of THE RESERVE AT GREENFIELD, in the Office of the Maricopa County, Arizona, Recorded in Book 864 of Maps, page 13.