

COURTESY RECORDING
NO ESCROW OR TITLE LIABILITY

When recorded return to:

59 Butler Land, LLC
9375 E. Shea Blvd., Suite 100
Scottsdale, Arizona 85258
Attention: Joel Broder

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAS CASAS CONTENTAS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made effective the 7th day of February 2020, by 59 Butler Land, LLC, an Arizona limited liability company, with reference to the following:

LAS CASAS CONTENTAS subdivision was established as set forth in Book 153 of Maps, Page 42, official records of Maricopa County, Arizona (the "Plat").

The Plat is currently subject to the Declaration of Covenants, Conditions and Restrictions for Las Casa Contentas as was set forth by Minnesota Title Company, as Trustee, and executed on the 30th day of October, 1972 and recorded in Docket 9813, Page 346, Document No. 197211, official records of Maricopa County, Arizona (the "Original Declaration").

The Original Declaration was amended by the following recorded instruments: Docket 10016, Page 825 on February 22, 1973 (the "First Amendment"), Document No. 98-0202035 on March 17, 1998 (the "Second Amendment"), Document No. 2001-1139674 on December 4, 2001 (the "Third Amendment"), Document No. 2004-0287436 on March 19, 2004 (the "Fourth Amendment"), Document No. 20180023712 on January 10, 2018 (the "Fifth Amendment"), and Document No. 20180084985 on February 2, 2018 (the "Sixth Amendment").

The Plat was amended as recorded in Book 1367 of Maps, Page 5, Instrument No. 2018-0078430, official records of Maricopa County, Arizona to create one (1) lot and one tract (Lot 1 and Tract A) (the "Amended Plat") which results in a total of twenty-one (21) lots and one (1) tract in the Las Casas Contentas subdivision.

Prior to recording the Amended Plat, Dumas Glendale, LLC owned fee title to seventy (70) lots of the ninety (90) lots comprising the Plat which represents seventy-seven and 77/100 percent (77.77%) of the Association voting rights.

The Fifth Amendment to the Original Declaration established two classes of membership and conferred seventy (70) votes to the Owner(s) of Lot one (1) subsequent to recording of the Amended Plat. This represents seventy-seven and 77/100 percent (77.77%) of the Association voting rights.

NOW, THEREFORE, 59 Butler Land, LLC hereby declares that all of the property described in the Amended Plat will be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all the Properties described herein and the Owners thereof, their heirs, successors, grantees and assigns. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all of the parties having or acquiring any right, title or interest in the described Properties, or any part thereof, and shall inure to the benefit of each Owner thereof. This Declaration shall replace the Original Declaration and its amendments in their entirety.

ARTICLE I

Definitions

Section 1: "Association" shall mean Las Casas Contentas Improvement Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

Section 2: "Common Areas" shall mean all Property (including particularly, but not necessarily limited to Tract A of the Amended Plat and any recreational or community facilities, improvements, landscaping, streets roadways and cul-de-sacs, etc. located thereon) owned by the Association for the common use and enjoyment of the Members of the Association.

Section 3: "Developer" shall mean the Owner of Lot One (1).

Section 4: "Lot" shall mean the separately designated Lots numbered One (1) of the Amended Plat and Fifteen (15) through Thirty-four (34), inclusive shown on the original Plat, which also includes any improvements thereon.

Section 5: "Member" shall mean every person or entity who holds membership in the Association.

Section 6: "Owner" shall mean the record Owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) in any Lot which is part of the Properties. An Owner does not include a person or entity who holds an interest in a Lot merely as security for the performance of an obligation.

Section 7: "Townhouse" shall mean and refer to a residential living unit constructed on Lots Fifteen (15) through Thirty-four (34) inclusive. "Unit" or "Units" include Townhouse, but also includes residential living units constructed on Lot One (1).

Section 8: "Properties" or "Premises" or "Property" or "Development" shall mean that certain real property as shown on the Plat and Amended Plat and further described in Exhibit A.

ARTICLE II

Use Restrictions

Section 1: Residential Use: All of the Lots in the Properties shall be known and described as, and limited in use to, residential uses.

Section 2: Construction: All Units and structures on said Lots shall be of new construction and then only as may be acceptable to the Association.

Section 3: Temporary Structures: No structures of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the Properties at any time as a residence, either temporarily or permanently. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of said Units to maintain, during the period of construction and marketing of said Units, upon such portion of the Properties as such builder may elect, except those Lots on which residences have been completed and the Lots conveyed to individual Owners, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and marketing of said Units, including but without limitation a business office, storage area, construction yards, signs, model Units and marketing office.

Section 4: Business or Offensive Activities: No noxious or offensive activity may be carried on or permitted on any part of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the Premises be used for business, professional, commercial, rest home (including but not limited to care or treatment of the physically or mentally sick or disabled), religious or institutional purposes without prior written approval of the Association which may be withheld at its sole and absolute discretion. This Section does-not apply to the business activities or the construction of the dwellings or the activities of the Association in furtherance of its powers and purposes as set forth in this Declaration.

Section 5: Signs: Unless permitted in writing by the Association or required by a governmental authority, no sign of any nature whatsoever shall be displayed or placed upon any Lot except "for rent" or "for sale" signs, referring only to the Premises on which displayed and

said sign shall not exceed two square feet in size, and each Lot shall be limited to one sign. No signs shall be permitted on any of the Common Areas without the prior written consent of the Association. This restriction shall not be applicable to Developer during any period of construction.

Section 6: Outside Lighting: No spotlights, floodlights or similar type lighting shall be placed or utilized upon any Lot which will in any way allow light to be reflected on the improvements situated on any other Lot or upon the Common Areas, or any part thereof, without the consent of the Association first had and obtained.

Section 7: Animals, Pets: Only commonly accepted household pets (not exceeding two in number) may be kept in a Unit, provided that such commonly accepted household pets are not kept, bred or maintained for any commercial purposes. Except as stated above, no other animals or birds of any kind shall be raised, bred or kept on the Premises or any part thereof without the written consent of the Association first obtained.

Section 8: Trucks, Boats, Cycles, Campers: Except for trucks or vans belonging to persons doing work on the Premises during daylight hours (or at other times during emergencies), trucks, buses, vans, trailers, boats, antique cars, campers and similar type vehicles or equipment shall not be parked on the Properties, but shall be kept or parked only in the setbacks adjacent to dedicated or private alleys, or in carports, unless written approval is obtained from the Association. This Section does not apply to passenger automobiles, passenger vans, ½ and ¾ ton pick-up trucks or sport utility vehicles for personal use. If the Association determines that a vehicle (including but not limited to a motorbike or motorcycle) is creating major annoying noises by virtue of its operation within the Properties, such determination shall be conclusive evidence that the operation of such vehicle is a nuisance and said operation, upon notice by the Association to the owner or operator thereof, shall be prohibited within the Properties. Subject to the above restrictions, all vehicles must be operated in the Development by licensed operators.

Section 9: Landscaping, Fences: Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association. All landscaping shall be undertaken in accordance with the rules and regulations prescribed from time to time by the Association.

Section 10: Trash, Unsightly Items: All rubbish, trash or garbage shall be removed to those places within the Development set aside for refuse collection, and shall not be burned on or allowed to accumulate on the Premises. All clotheslines, garbage cans, equipment, service areas, woodpiles, storage piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Property and streets.

Section 11: Underground Utilities: Unless otherwise determined by the Association, all electric, gas, power, telephone, water and other service and utility lines, pipes and/or other structures and media for transmission thereof shall be placed and maintained underground except above ground service pedestals and switch cabinets, and except to the extent (if any) such underground placement may be prohibited by law, and except for such above ground structures and/or transmission as may be originally constructed by Developer.

Section 12: Antennas: All radio, television and other antennas of every kind and nature shall be placed and maintained in the Development (or on the improvements or Units located thereon) only as approved by the Association.

Section 13: Intentionally Omitted.

Section 14: Subdividing: None of the Lots except for Lot One (1) of the Amended Plat shall be resubdivided into smaller Lots or conveyed or encumbered in less than the full original dimensions as shown on the Plat.

Section 15: Walls: The walls of any buildings or improvements and fences constructed on any Lot shall not exceed the height of the original construction unless approved in writing by the Association. Setback lines shall be maintained in accordance with the original construction on each Lot unless otherwise permitted by written approval of the Association.

ARTICLE III

Architectural Control

Section 1: Submission of Plans for Original Construction: Except as hereinbelow set forth, no building, fence, wall, antenna, tower or structure of any kind or character shall be commenced, erected, placed or maintained on any Lot unless and until plans and specifications showing the location, kind, material, approximate cost, area, heights, color, shape and design thereof first shall have been submitted to and approved by the Association. Failure of the Association to reject in writing said plans and specifications within thirty (30) days from the date same were submitted shall constitute approval of said plans and specifications, provided the building or other structure to be built or placed on the Lot shall be governed by all of the restrictions in this Declaration and that each such building or other structure shall be in harmony with existing buildings and structures within the Properties. The Association shall have the right to deny approval of any plans or specifications which, in its opinion, are not suitable or desirable for aesthetic or any other reasons. In this regard the Association shall have the right to take into consideration all matters mentioned above (i.e., location, kind, material, etc.), as well as the effect any proposed building or structure may have upon the site where it is proposed to be

constructed or placed, and the suitability of same with respect to the surrounding area and the effect thereof (including but not limited to harmony of external design and location) upon adjacent Lots and Properties as a whole. The restrictions and conditions set forth in this Section shall not be applicable to any Townhouse original construction or landscaping within the Properties. All subsequent exterior additions, changes, alterations or redecorating of any building, fence, wall, landscaping, antenna, tower or structure of any kind or character, or general landscaping of a Lot, also shall be subject to the prior approval of the Association as above stated.

Section 2: Architectural Committee: The Association shall form an Architectural Committee comprised of volunteer residents of the Development to advise (but not consent) on aesthetic matters and to review submittals as the case may arise. Approvals or consent rests with the Association pursuant to the Articles of Incorporation and By-laws.

ARTICLE IV

Exterior Maintenance

Section 1: The Association shall maintain the Common Areas. Except for Lot 1 improvements and unless otherwise determined by the Association, the Association, or its duly delegated representative, shall maintain and otherwise manage all Property up to the exterior building lines and patio enclosures, including but not limited to the landscaping, parking areas streets and recreational facilities, Common Areas, and exteriors of the buildings located upon the above described Properties (except roofs and windows of Townhouse Units and exterior door and window fixtures and other hardware), and such additional maintenance of the buildings as the Association shall from time to time determine to be in the best interest of the Association and its Members (which may include painting, stucco/tile repair and replacement) and shall maintain and otherwise manage and be responsible for the rubbish removal of all areas within the above described Property. Air conditioner repair or replacement shall be the responsibility of individual Unit owners. The Association shall use a reasonably high standard of care in providing for the repair, management and maintenance of said Property, so as to reflect a high pride of ownership. All maintenance and repair of the individual Units shall be the sole obligation and expense of the individual Unit Owners, except to the extent the exterior maintenance and repair is provided by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas and all exteriors (except roofs) of the Units, including but not limited to recreation and parking areas and walks, shall be taken by the Association or by its duly delegated representative. The powers, rights and duties of the Association and Association shall be as contained in this Declaration, and as may be adopted in its Articles of Incorporation and By-Laws not inconsistent herewith.

Section 2: In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE V

Interior and Other Maintenance

Section 1: Each Owner shall be responsible for the upkeep and maintenance of the interior of his Unit and for the upkeep, repair, replacement and maintenance of individual patios, and the roof over the Townhouse Unit, all other areas, features or-parts of his Property not otherwise maintained by the Association. All fixtures and equipment installed within a Unit, commencing at a point where the utility lines pipes, wires, conduits or systems enter the exterior walls of a Unit, shall be maintained and kept in repair by the Owner thereof. Termite control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Property or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

ARTICLE VI

Las Casas Contentas Improvement Association. Inc.

and

Membership in the Association

Section 1: Purpose: Las Casas Contentas Improvement Association, Inc. is a non-profit corporation organized under and by virtue of the laws of the State of Arizona for the general welfare and benefit of the Property Owners in the Development. The Association, through its Members and Association shall take the appropriate action to manage and maintain the Common Areas and to perform related activities all in accordance with this Declaration and with the Articles of Incorporation and By-Laws.

Section 2: Membership: Membership in the Association shall be limited to the Owners of Lots as hereinabove defined. An Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a Member of the Association. An Owner shall remain a Member of the Association until such time as his ownership for any reason ceases, at which time his membership in the Association automatically shall cease. Ownership of a Lot shall be the sole qualification and criteria for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be

appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the purchaser, and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered. The record Owner of a Lot shall be entitled to one membership in the Association. In the event any such Lot is owned by two or more persons, the membership as to each Lot shall be joint and a single membership for such Lot shall be issued in the names of all Owners, and they shall designate to the Association in writing, at the time of issuance, one of their members who shall hold the membership and shall have the power to vote said membership and in the absence of such designation, and until such designation is made, the Association shall make such designation. At the discretion of the Association, no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of members kept by the Association.

Section 3: Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A Members shall be all the Owners of Lots Fifteen (15) through Thirty-four (34) inclusive of the Plat. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot.

Class B: The Class B member(s) shall be the Owner(s) of Lot One (1) of the Amended Plat. The Class B member(s) shall be entitled to seventy (70) votes.

Section 4: Suspension of Voting Rights: In the event any Unit Owner shall be in arrears in the payment of any amounts due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, said Unit Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE VII

Property Rights

Section 1: Owners' Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members;
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities, and in aid thereof to mortgage said Property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Owners hereunder;
- D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction by an Owner of the conditions of this Declaration and the Articles of Incorporation, the By-Laws and published rules and regulations of the Association;
- E. The right of the Association to dedicate, encumber or transfer all or any part of the Common Areas to any public agency, authority or utility provided it is in the best interest of the membership as determined by the Association in its sole and absolute discretion.

Section 2: Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers provided they reside on the Property or are accompanied by the Owner.

Section 3: Title to the Common Areas: The Owner of Lot One (1) of the Amended Plat will convey fee simple title to the Common Areas, known as Tract A of the Amended Plat, free and clear of all encumbrances and liens; provided, however, it shall not be obligated to do so until such time as Lot One (1) has been fully developed.

ARTICLE VIII

Party Walls

Section 1: The rights and duties of the Owners of Units within this Development with respect to party walls shall be governed by the following:

A. Each wall, including patio walls, which is constructed as part of the original construction of the multi-family structure, any part of which is placed on the dividing line between separate Units, shall constitute a party wall. With respect to any such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

B. In the event any such party wall is damaged or destroyed through the act of one adjoining Owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable), so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining Owner.

C. In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

D. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

F. In addition to meeting the other requirements of these, restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner.

G. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in

writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

H. These covenants shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

ARTICLE IX

Easements

Section 1: There is hereby created a blanket easement upon, across, over and under the above described Properties for ingress, egress, installation, replacing, repairing and maintaining of all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said Properties and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Properties. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines water lines, or other utilities may be installed or relocated on said Properties except as initially programmed and approved by the major builder of said Properties or thereafter approved by the Developer or the Association's Board of Directors. This easement shall in no way affect any other recorded easements on said Properties.

Section 2: Each Unit and the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the Owners of Units agree that minor encroachments of parts of the adjacent Units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE X

Covenant for Assessments

Section 1: **Unimproved Lots:** Anything to the contrary notwithstanding contained herein or otherwise, with respect to all assessments, Lot One (1) shall be assessed at the rate of eight hundred seventy-five dollars (\$875.00) per month until a permanent dwelling unit has been

constructed and substantially completed. If Lot One (1) is subdivided, then this assessment shall be prorated among the resulting lots.

Section 2: Creation of the Lien and Personal Obligation of Assessments: The Owner of each Lot, by acceptance of a deed or other instrument therefor, whether or not it should be expressed in any such deed or other conveyance is deemed to covenant and agrees to pay to the Association: (a) annual or periodic assessments or charges; (b) special-assessments for capital improvements; and (c) individual assessments as provided for under Section 9 of this Article X. The annual or periodic, special and individual assessments, together with such interest thereon, and costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on the land and shall be a continuing lien (hereinafter sometimes called an "assessment lien") upon the Lot against which each such assessment is made. Each such assessment, together with such interest costs and reasonable attorney's fees, shall be the personal obligation of the person who is the Owner of such Lot at the time when the assessment became due, but such personal obligation or liability of the Owner shall not be deemed to limit or discharge the charge on the land and continuing lien upon the Lot against which such assessment is made. No Owner may exempt himself from liability for the assessment which becomes due while he is the Owner by failure or waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Lot, or otherwise.

Section 3: Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the Owners of the Properties. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in the Declaration and in its Articles of Incorporation and By-Laws) the provision for, and improvement, construction, repair, maintenance, care, upkeep and management of, the Common Areas and the improvements and facilities thereon; and further, shall include the payment of all real estate taxes which may be assessed against and levied on the Common Areas and any improvements located or constructed thereon, and all premiums for hazard and public liability insurance, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article X or elsewhere granted in this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 4: Annual Assessments or Charges:

A. The Association shall determine and establish a budget and make assessments upon the Owners of Lots on the basis of costs and expenses incurred or estimated to be incurred by the Association. The Owner of each Lot for said Owner and for said Owner's heirs, executors, administrators, successors and assigns, covenants and agrees that each Lot shall be subject to an

assessment in an amount to be determined, which shall be said Lot's pro rata share of the following:

(1) The actual cost to the Association of all taxes, water, utilities, insurance, repairs, construction, replacement and maintenance of the Common Areas, and improvements and facilities located thereon, and shall include but not be limited to charges in connection with the sprinkler systems, street paving, pathways and other services benefiting the Owners, and all other charges necessary to carry out the purposes of the Association as set forth in this Declaration, the Articles of Incorporation and By-Laws of the Association, and its rules and regulations; and

(2) Such sums as the Association shall determine to be fair and prudent for the establishments and maintenance of a reserve for the repair, maintenance, taxes, insurance, management and administrative costs and other charges as specified herein.

B. Notwithstanding the foregoing, each Lot's pro rata share of costs shall be prorated in an equitable manner pursuant to subparagraphs (1) and (2) above, taking into consideration exterior maintenance, repair, insurance, and utility costs associated with buildings on Lots 15-34 inclusive, and shall be established annually by the Association. The Association shall establish a fiscal year and shall collect each Lot's share of the annual assessment at regular intervals as stated in Section 6 below.

Section 5: Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of sixty-six and two-thirds percent (66-2/3%) of the votes of the Members who are voting at any meeting duly called for this purpose.

Section 6: Uniform Mode of Assessments: Subject to the provisions of Section 1, Article X, above, both annual and special assessments may be collected on a monthly or other periodic basis as determined by the Association.

Section 7: Quorum for Any Action Authorized under Section 5: Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all Members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the same notice requirement, and the required quorum

at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8: Due Date of Annual Assessment: The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall upon demand of any Member at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9: Individual Assessment for Restoration of Owner's Lot:

A. In the event the Owner of a Lot fails to maintain his Lot (including the exterior of the improvements thereon and the yard and landscaping) in a first-class, neat and clean condition, and generally in a manner satisfactory to the Association, the Association through its agents, employees and/or independent contractors shall have the right, and each Owner expressly grants and assigns the Association the right (subject to prior notice as hereinbelow set forth), to enter upon such Owner's Lot and repair, maintain, rehabilitate and restore the yard, patio and exterior of any and all buildings and/or other structures located thereon to the condition deemed satisfactory to the Association. The cost thereof shall be charged against and collected from the Owner of the Lot, the amount thereof to be paid by the Owner within thirty (30) days from the date of the invoice sent to the Owner and said amount further shall be secured by, and subject to all, provisions regarding the assessment lien as provided in this Article.

B. Prior to exercising the aforesaid right of restoration, the Association shall give written notice to the Owner of said Lot specifying the necessary repairs, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If, at the end of said period, the work required to be performed has not been completed (or has been completed in a manner unsatisfactory to the Association) then the Association shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation or restoration.

C. Nothing herein contained shall be construed as granting to the Association any right to enter into or inside of any building or buildings located on a Lot without the consent of the Owner thereof.

Section 10: Exempt Property: The following Property, subject to this Declaration, shall be exempt from the assessments created herein: (a) all Properties dedicated to and accepted by a local public authority; and (b) all Properties owned by a charitable or nonprofit organization

exempt from taxation by the laws of the State of Arizona. However, no land or improvements devoted to dwelling use shall be exempt from said assessments except as otherwise provided.

Section 11: Effect of Non-Payment of Assessments and Remedies of the Association: Each Owner, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that with respect to assessments so determined during the period that he is an Owner, he will remit those assessments directly to the management corporation or to such other party or parties directed by the Association; and, further, agrees that any assessments which are not paid when due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Owner shall be obligated for the assessment and interest thereon, together with all costs incurred by the Association in collecting the same, including reasonable attorney's fees. The assessment shall immediately become a lien upon said Owner's Lot from the date the assessment is made and/or levied, and shall continue to be such lien until fully paid, which lien shall secure the amount of the assessment, together with interest, costs and attorney's fees as hereinabove stated. The Association is hereby authorized to record the lien in the office of the County Recorder for Maricopa County, Arizona. In the event the Owner of any Lot fails to pay an assessment due, the Association may enforce the payment of the assessment by foreclosure of the lien or by taking any or all of the following actions concurrently or separately (and by exercising any of the remedies hereinafter set forth the Association does not prejudice or waive its right to exercise any other remedies):

- A. Bring an action at law against the Owner personally obligated to pay the assessment.
- B. Foreclose the assessment lien against the Lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot may be redeemed after foreclosure sale as provided by law. The Association, acting on behalf of the Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.
- C. Foreclose such lien or liens in the manner provided by the statutes of the State of Arizona for the foreclosure of materialmen's liens.

Anything hereinabove to the contrary notwithstanding, the remedies above set forth for the Association are not exclusive, and the Association may take any and all other remedies available to it at law or in equity.

Section 12: Subordination of the Lien to Mortgages: The assessment lien shall be junior, and subordinate to the lien of any first realty mortgage against the Lot and foreclosure of the assessment lien shall not affect or impair the lien of any such first realty mortgage. The foreclosure of a first realty mortgage against a Lot or acceptance of a deed in lieu of foreclosure shall not affect or impair the assessment lien. Any first mortgage foreclosure purchaser, or

grantee taking by deed in lieu of foreclosure, shall take the Lot free of the assessment lien for all charges that have accrued up to the date of issuance of a sheriff's deed or deed given in lieu of foreclosure, but shall take subject to the assessment lien for all assessments and charges accruing subsequent to the issuance of a sheriff's deed or deed given in lieu of foreclosure.

ARTICLE XI

Sale or Transfer of Lots

This entire Article XI has been Intentionally Omitted.

ARTICLE XII

General Provisions

Section 1: These restrictions shall run with, bind and burden the Properties, and said restrictions shall be binding upon each Owner and his heirs, executors, administrators, successors and assigns and all other persons claiming an interest in and to said Properties until January 1, 2020. After said date these restrictions, as amended from time to time (unless terminated as provided in Section 3 hereof), shall be automatically extended for successive periods of ten (10) years each.

Section 2: All instruments of conveyance or transfer of any interest of all or any part of the Properties may contain the restrictions herein set forth by reference to this Declaration. However, the restrictions herein shall be binding upon all persons affected by the terms of this Declaration, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance.

Section 3. The Declaration may be amended at any time during the initial term, or any extension thereof, by recording in the office of the County Recorder of Maricopa County, Arizona, an instrument in writing reciting said amendments bearing the signed and acknowledged concurrence of the then Owners of two-thirds (2/3) of the voting rights pursuant to Article VI. The Declaration may be terminated under the same conditions above set forth except that the Owners of ninety percent (90%) of the voting rights must sign such instrument, and provided a public authority has agreed to accept a dedication of the Common Areas or otherwise has agreed to maintain (or cause to be maintained) the Common Areas.

Section 4: This Declaration may be enforced by the Association and any Owner of any Lot within the Properties. Violation of any one or more of the restrictions may be restrained or

enforced by any court of competent jurisdiction and/or damages may be awarded against any such violator. Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. In the event any such person employs an attorney or attorneys to enforce compliance with or specific performance of the terms and conditions of this Declaration, and prevails in such action, the Owner or Owners against whom the action is brought shall pay all attorneys' fees and costs incurred in connection with such action.

Section 5: The waiver of, or failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a permanent waiver of the right to enforce or be deemed an abandonment of the particular restriction or any of the restrictions; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such restriction or any of the restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation. No restrictions contained herein shall be deemed to have been abandoned or the right to enforce waived, unless this Declaration is amended to delete such restriction.

Section 6: Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 7: Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and Properties benefited or bound by these restrictions.

Section 8: The Association shall have the right to adopt rules and regulations and amend, cancel and adopt new rules and regulations from time to time, with respect to all aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration, or the Articles of Incorporation or By-Laws of the Association.

Section 9: Intentionally Omitted.

Section 10: Wherever the words "first mortgage" are used or referred to in this Declaration, said words will also be deemed to include "first deed of trust," which terms may be used interchangeably.

Section 11: Intentionally Omitted.

Section 12: Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders. Words used in the neuter gender shall

include the masculine and feminine genders, words in the singular shall include the plural, and words in the plural shall include the singular.

Section 13: All captions, titles and headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or contents hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the 7th day of FEBRUARY, 2020.

59 BUTLER LAND, LLC,
an Arizona limited liability company

By: Visiquest Properties, LLC
Its: Manager

By: Joel Broder
Name: Joel Broder
Title: Manager

STATE OF ARIZONA

) ss.
County of Maricopa

The foregoing instrument was acknowledged before me this 7th day of February, 2020, by Joel Broder, the Manager of 59 Butler Land, LLC, an Arizona Limited Liability Company.

Carlos Sales Rodriguez
Notary Public

My commission expires: 3/28/2023

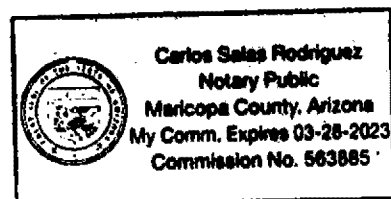


EXHIBIT A

Legal Description

Lots 15 through 34, inclusive of LAS CASAS CONTENTAS subdivision was established as set forth in Book 153 of Maps, Page 42, official records of Maricopa County, Arizona.

Lot 1 and Tract A, as set forth in Book 1367 of Maps, Page 5, and Instrument No. 2018-0078430, official records of Maricopa County, Arizona.