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DECLARATION OF COVENANTS AND EASEMENTS
FOR THE
ANTHEM COMMUNITY

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DECLARATION OF COVENANTS AND EASEMENTS**FOR THE****ANTHEM COMMUNITY**

THIS DECLARATION OF COVENANTS AND EASEMENTS ("Community Covenant") is made this ____ day of _____, 1998, by Del Webb Communities, Inc., an Arizona corporation ("Declarant"). ("Declarant" shall include its successors, successors-in-title, or assigns who are designated as the Declarant in an instrument executed and Recorded by the immediately preceding Declarant.)

BACKGROUND STATEMENT

Anthem is a master planned community located in the City of Henderson, Clark County, Nevada. Declarant is a developer within Anthem and the owner of a portion of the real property described in Exhibit "A" attached hereto (or, to the extent not the owner, has the consent of the owners to subject such property to this Community Covenant). The Anthem Community Council, Inc. ("Council") has been or shall be created to serve as a unifying entity for the Anthem community to fulfill the terms of this Community Covenant.

The Council may be a catalyst for the creation of opportunities for lifestyle enhancement and for fostering community spirit both within Anthem and in the surrounding community. It will encourage inclusiveness and interaction among and between residents. It will serve to empower and encourage residents and to generate, enhance, and preserve a genuine sense of community. It will provide mechanisms for the sharing and enrichment of diverse goals and perspectives while ensuring a common sense of place.

The Council may provide community activities, services, and programs benefiting the Anthem community and may engage in any other activity authorized or permitted by the Council Documents. In the future, the Council may own and maintain real property and may maintain and operate property it does not own. The Council shall rely on personnel and contractors made available by Declarant and the Associations to carry out its plans and programs. To pay for Council Expenses, each of the Associations shall be obligated to pay assessments, fees, and other charges as set forth in this Community Covenant. In addition, the Council may charge any Person use or consumption fees for the use and enjoyment of activities, services, programs, and facilities provided by or through the Council, which fees shall be based on the costs of providing the particular activities, services, or programs.

All property subject to this Community Covenant shall be owned, conveyed, and used subject to all of its provisions which shall run with the title to such property. This Community Covenant shall be binding upon all Persons having any right, title, or interest in any portion of the subjected real property, their heirs, successors, successors-in-title, and assigns.

The Council is not and is not intended to be a homeowners association. The Council may be organized as a civic league under Section 501(c)(4) of the Internal Revenue Code (for purposes of this Section, referred to as a "501(c)(4) organization") to serve the common good and general welfare of the Anthem community. If organized as a 501(c)(4) organization, should the Board at any time determine that it is no longer feasible for, or in the best interest of, the Council to be so organized, the Council shall have the authority, in its sole discretion, to abandon its 501(c)(4) status and reorganize, as necessary, as another type of organization, which may or may not have tax-exempt status.

This document is not prepared pursuant to, and the Council is not a "common interest community" or a "master association" as defined by and subject to, the Nevada Common Interest Ownership Act, NRS § 115.1101, *et. seq.*

Article I **Definitions**

The words used in this Community Covenant shall generally be given their normal, commonly understood definitions unless otherwise specified. Capitalized terms shall be defined as follows:

1.1. "Annual Assessment": Assessments levied to pay for Common Expenses budgeted for the fiscal year, and as more specifically described in Section 5.1.

1.2. "Anthem": The master planned community depicted on the Master Plan for Anthem approved by the City of Henderson, Nevada, as it may be amended from time to time.

1.3. "Areas of Council Responsibility": Those areas, if any, for which the Council has maintenance, insurance, operating, or other responsibility, including the Council Property.

1.4. "Articles of Incorporation" or "Articles": The Articles of Incorporation of Anthem Community Council, Inc., a Nevada nonprofit corporation, as filed with the Nevada Secretary of State, as amended from time to time.

1.5. "Association(s)": Any or all (as the context requires) of the community associations within Anthem which specifically are made subject to the Council's jurisdiction, are formed for the purpose of administering a Declaration, and have the power to assess their members for common expenses, including, but not limited to, the Council Expenses. The Associations include the Sun City Anthem Community Association, Inc., the Anthem Country Club Community Association, Inc., and the Coventry Homes at Anthem Community Association, Inc. The term "Association(s)" shall not include any "sub" or "neighborhood" association which is subject and subordinate to an Association.

1.6. "Association Property": Real property and improvements constituting "common property" or "common area" according to the terms of and subject to a Declaration.

1.7. "Board of Directors" or "Board": The body responsible for administration of the Council, selected as provided in the By-Laws and serving the same role as the board of directors under Nevada corporate law.

1.8. "By-Laws": The By-Laws of Anthem Community Council, Inc., attached hereto as Exhibit "B," as amended from time to time.

1.9. "Council": Anthem Community Council, Inc., a Nevada nonprofit corporation.

1.10. "Council Documents": This Community Covenant, the Articles, the By-Laws, and such other documents which govern administration and operation of the Council.

1.11. "Council Expenses": Actual and estimated expenses the Council incurs or anticipates incurring in order to provide community activities, services, and programs, and to perform such other activities as are authorized by this Community Covenant, including the administrative costs associated with such activities.

1.12. "Council Property": All real and personal property which the Council owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Anthem community.

1.13. "Declaration(s)": Each or any Recorded declaration of covenants, conditions, and restrictions which is administered primarily by an Association and encumbers real property subject to the Council's jurisdiction (e.g., the Declaration of Covenants, Conditions, and Restrictions for Sun City Anthem, the Declaration of Covenants, Conditions, and Restrictions for Anthem Country Club, and the Declaration of Covenants, Conditions, and Restrictions for Coventry Homes at Anthem).

1.14. "Master Plan": The land use plan or site development plan for Anthem as approved by the City of Henderson, Nevada, as may be amended and which includes all of the real property described in Exhibit "A" and will include any additional land to be annexed in the future. Inclusion of property on the Master Plan shall not obligate Declarant to develop the property in the manner described or to subject such property to this Community Covenant.

1.15. "Owner": A Person owning real property which is subject to this Community Covenant, but excluding in all cases any mortgagee or other Person holding an interest merely as security for the performance of an obligation.

1.16. "Person": A human being, a corporation, a partnership, a trustee, or other legal entity.

1.17. "Record," "Recording," or "Recorded": To file, the filing, or filed of record a legal instrument in the Office of the County Recorder of Clark County, Nevada, or such other place as may be designated as the official location for recording deeds, plats, and similar documents affecting title to real estate in Clark County.

1.18. "Special Assessments": Assessments levied against each Association to cover unanticipated expenses or expenses in excess of those budgeted, as described in Section 5.3.

1.19. "Supplemental Declaration": A Recorded instrument which subjects additional property to this Community Covenant pursuant to Sections 2.2 or 2.3.

Article II
Council Jurisdiction

2.1. Council Jurisdiction. In order to administer its powers and responsibilities under the Council Documents, the Council shall have jurisdiction over all property subjected to this Community Covenant. In addition, the Council may expand its jurisdictional scope by contractual agreement. Accordingly, every Owner and Association shall comply with the Council Documents and all rules and regulations governing Council services and programs and any facilities or real property owned or controlled by the Council. Except as may be specifically provided in this Community Covenant or a Declaration, the Council shall not have jurisdiction over the internal affairs or operations of any Association.

2.2. Submission of Property by Declarant. So long as Declarant owns any property shown on the Master Plan, Declarant shall have the option to subject its own real property or any other property within the Master Plan, with the consent of the owner(s) thereof, to this Community Covenant by Recording a Supplemental Declaration. Such annexation shall be effective upon Recording the Supplemental Declaration unless otherwise provided therein. Declarant's right to subject additional land to this Community Covenant shall not imply or be construed to impose any obligation upon Declarant to do so.

2.3. Submission of Property by Council. The Council may subject additional property to this Community Covenant by Recording a Supplemental Declaration executed by or on behalf of the Council and the owner(s) of the property being submitted. Such annexation shall be effective upon Recording the Supplemental Declaration unless otherwise provided therein. Annexation by the Council shall require Declarant's written consent for so long as Declarant owns property within the Master Plan.

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ANTHEM COUNCIL JURISDICTION

All real property subject to
the Community Covenant:

- Property described on Exhibit "A"
- Property submitted by
Supplemental Declaration
- Declarant may subject property
as long as Declarant owns
property shown on Master Plan
- Council may subject property
with Declarant's consent

Anthem 

Article III Council Powers

3.1. Express and Implied Powers. Unless expressly limited by the Council Documents, the Council shall have all express or implied powers reasonably necessary to create and provide activities, services, and programs for the common good and general welfare of the Owners and the Anthem community. It shall act in accordance with the Council Documents and Nevada law. The Council may create and delegate authority to profit and nonprofit subsidiaries which may be tax exempt organizations.

It is expressly intended that the Council may, but is not obligated to, engage in activities that benefit Persons other than Owners and residents in Anthem, including non-residential owners within the Anthem community, and such activities are specifically authorized.

3.2. Authorized Community Activities, Services, and Programs. The Council may arrange, provide support for, and administer community-building activities, services, and programs as the Board deems necessary, desirable, and appropriate. Examples of such activities, services, and programs include, but are not limited to, the following:

- (a) primary and adult education programs;

- (b) activities designed to promote compliance with community regulations through education, communication, and grass roots support;
- (c) promotional and public relations activities on behalf of the Anthem community;
- (d) cultural, arts, environmental (e.g., recycling), and wellness programs;
- (e) community service activities for the benefit of residents within Anthem and the surrounding community;
- (f) computer Internet or intranet sites;
- (g) charter clubs and other volunteer organizations and activities; and
- (h) other services, activities, and programs which advance the Council's mission to enhance the sense of community at Anthem.

3.3. Relationship with Other Entities.

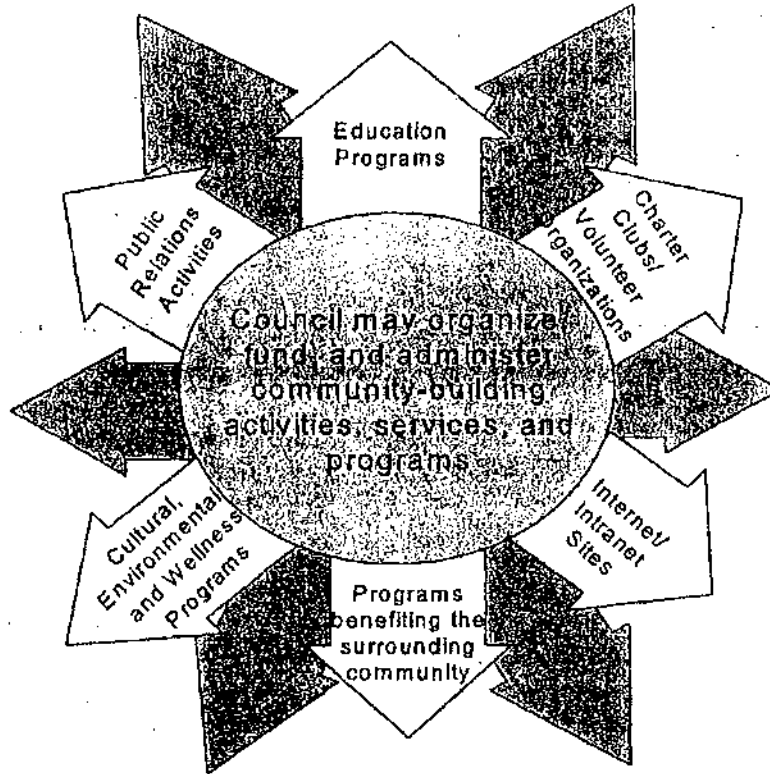
(a) General. The Council may enter into cooperative agreements and expend funds for shared services, projects, and activities which benefit the Anthem community.

(b) Relationships With Tax-Exempt Organizations. Declarant or the Council may create, or enter into agreements or contracts with, non-profit, tax-exempt organizations, the operation of which confers some benefit upon Anthem. The Council may contribute money, real or personal property, or services to such entities, so long as such contributions benefit, as determined in the Council's sole discretion, the Anthem community. Any such contribution shall be a Council Expense. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), including, particularly, Code Sections 501(c)(3) or 501(c)(4), as amended from time to time.

(c) Other Third Parties. In the Board's discretion, the Council may provide services or facilities to other third parties, including non-residential owners within the Anthem Community and the general public. The Council may, but is not required to, charge and collect use and consumption fees from third parties, as provided for in Section 5.4. The Council also may enter into agreements with third parties to provide such services or facilities in exchange for financial or other consideration.

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COUNCIL POWERS



3.4. Ownership and Maintenance of Property. The Council is empowered to own and maintain real property, including the "Anthem Marketing Trail." Declarant may, but shall have no obligation to, convey to the Council, or may assign to the Council maintenance responsibility for real property, including landscaping, water features, and perimeter walls along major public streets between Anthem communities or outside community boundaries, and leasehold or other property interests at any time that Declarant owns any property within the Master Plan. The Council shall accept and thereafter operate, manage, and maintain such property as Council Property subject to such easements, obligations, and responsibilities as Declarant may assign in writing. The Council shall undertake such obligations and responsibilities as a Council Expense.

The Council is empowered to enact reasonable rules and regulations governing access and use of any real property it owns or maintains. Every Owner and Association shall comply with such rules and regulations. The Council may not take action to deny an Owner access to its property over public or private roads under its control. In addition, Declarant or the Council may grant exclusive and/or non-exclusive easements over the Areas of Council Responsibility to non-profit, tax-exempt organizations, the operation of which confers some benefit upon Anthem.

3.5. Dedication of Council Property. Subject to the approval of and acceptance by such entity, the Council may dedicate portions of the Council Property to any local, state, or

federal governmental or quasi-governmental entity, provided the Board has determined, in its reasonable discretion, that such entity has the funding source and commitment properly to maintain the dedicated property.

3.6. Easements in Favor of the Council. There are hereby reserved and granted to the Council perpetual, nonexclusive blanket easements over, under, and across Association Property and Owners' property as necessary to enable the Council to fulfill its responsibilities and to carry out its plans for community activities, services, and programs under the Council Documents. The exercise of such easements shall not unreasonably interfere with the use and enjoyment of the burdened property and, upon completion of work and at the conclusion of planned events, the Council shall restore the underlying property to its condition prior to the exercise of such easement, to the extent reasonably possible. Declarant may grant additional easements to the Council as needed in Declarant's discretion.

3.7. Dispute Resolution. Declarant, each Association, and each Owner agree that it is in the best interest of all concerned to resolve disputes among and between Associations and among and between any Association or Owner and the Council without the emotional and financial costs of litigation. Accordingly, the Council is empowered to impose and enforce procedures and rules designed to encourage the resolution of disputes, including requiring written notice of claims and the structured negotiation or mediation of disputes.

Prior to the initiation of any administrative or judicial proceeding by one Association against another or by an Association or any Owner against the Council, the party initiating such action shall comply with the Council's procedures and rules. This Section shall serve as an agreement by the Associations and the Owners to submit their claims to such procedures or rules and the failure to abide by such requirements shall serve as a defense to any such action. The requirements of this Section shall not apply to any action by the Council to collect assessments or other fees or charges authorized by this Community Covenant, which actions may proceed in the Council's discretion directly without any prior procedure for claims resolution.

Article IV **Council Governance**

Except as specifically provided by this Community Covenant, all matters affecting Council governance shall be controlled by the Articles and By-Laws. The Council shall be organized as non-profit corporation under Nevada law and shall have no members. The Board of Directors shall be selected in accordance with the Articles and By-Laws, with initial selections made by Declarant as provided in the By-Laws. The Council shall indemnify directors, officers, and committee members as provided in the By-Laws.

Article V **Council Funding**

5.1. Budgeting and Allocating Council Expenses; Annual Assessments. At least 90 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Council Expenses for the coming year, including reserve contributions made pursuant to

Section 5.2. The budget shall reflect sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments (e.g., use and consumption fees, subsidies, etc.), and the amount to be generated through assessments authorized in this Community Covenant.

The Council shall levy an Annual Assessment against each Association to fund Council Expenses. Declarant shall establish the initial assessment prior to the closing of the first home within the Master Plan. The Council may not impose an Annual Assessment that is more than 20% greater than the immediately preceding fiscal year's Annual Assessment without the consent of at least two Associations.

The Annual Assessment shall be allocated among the Associations based upon the number of lots within the jurisdiction of each Association. A lot shall be that portion of the property subject to the jurisdiction of the Association and which may be independently owned and conveyed and is intended for use and occupancy in a manner permitted by the applicable Declaration. As such, the Annual Assessment for each Association shall be determined by multiplying the amount of the Council Expenses by the fraction derived by dividing the number of lots subject to the jurisdiction of a particular Association by the number of lots subject to the jurisdiction of all Associations.

Declarant may, but shall not be obligated to, reduce the Annual Assessment for any fiscal year by payment of a subsidy which may be either a contribution or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Council and Declarant.

Within 30 days after the Board adopts a final budget, it shall send to each Association a copy of the final budget, a notice of the amount of the Annual Assessment, and a summary of the allocations. The budget and assessment are effective upon the Board's adoption.

The Board may revise the budget and adjust the Annual Assessment from time to time during the fiscal year, subject to reasonable notice.

Except as provided for the reallocation of assessments, this Section may be amended only upon the Board's unanimous approval and approval of Declarant so long as Declarant owns property within the Master Plan.

5.2. Budgeting for Reserves. The Board may, in its discretion, include in the budget amounts for capital and operating reserves. Reserves calculations shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

5.3. Special Assessments. In addition to other authorized assessments, the Council may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment shall be allocated in the manner provided in Section

5.1. Special Assessments shall be payable in such manner and at such times as the Board determines, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

COUNCIL FUNDING SOURCES

- Annual Assessments
- Special Assessments
- Use and Consumption Fees
- Voluntary Declarant Subsidies
(funds and/or personnel)
- Voluntary Association Subsidies
(funds and/or personnel)

5.4. Other Council Fees and Charges. The Council is authorized to charge use and consumption fees to any Person who uses services or facilities provided by the Council or by other Persons. The Board shall have the sole discretion to specify the amount of and method of determining use or consumption fees. The Council may, but is not obligated to, charge lower use and consumption fees to Owners than to non-Owners.

5.5. Authority to Levy Assessments and Obligation to Pay. Declarant hereby establishes and the Council is hereby authorized to levy assessments, fees, and other charges as provided in this Article. All such charges shall be paid in such manner and on such dates as the Board may establish and as may be provided for in the Council Documents. If any Association is delinquent in paying any assessment, fee, or other charge, the Board may require that the outstanding balance on all assessments against it be paid in full immediately.

Each Association covenants and agrees to pay all assessments, fees, and charges authorized by this Community Covenant. All assessments, together with interest (computed from its due date at a rate of 18% per annum or such other or higher rate as the Board may establish, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Association until paid in full. Upon a transfer of title to property by an Association, the grantee shall be jointly and severally liable for any assessments due the Council by the Association at the time of conveyance.

The Council shall furnish to any requesting Association a certificate in writing signed by an officer setting forth whether assessments have been paid. Such certificate shall be conclusive evidence of payment with respect to the period specified in the certificate. The Council may require the advance payment of a reasonable processing fee for issuance of such certificate.

The Board's failure to fix assessment amounts or rates or to deliver or mail an assessment notice shall not be deemed a waiver, modification, or a release from the obligation to pay assessments. In such event, each Association shall continue to pay Annual Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Council may retroactively assess any shortfalls in collections.

No Association is exempt from liability for assessments by non-use of services, programs, Council Property, or any other reason. The obligation to pay assessments is a separate and independent covenant. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Council or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

5.6. Lien for Assessments. The Council shall have a lien against Association Property to secure payment of delinquent assessments, fees, and charges as well as interest, late charges (subject to the limitations of Nevada law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except the liens of all taxes, bonds, assessments, and other levies which by law would be superior. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Council may bid for the liened property at a foreclosure sale and acquire, hold, lease, mortgage, and convey it if acquired. The Council may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of property shall not affect the lien or relieve such property from the lien for any subsequent assessments.

5.7. Associations' Obligation to Pay Assessments. Each Association shall be responsible for collecting and paying to the Council all assessments, fees, or other charges levied by the Council and allocated to the property subject to its jurisdiction. Such amounts shall have first priority for payment out of the income of the Association. An Association may provide for the collection and payment by including such amounts in its common expense budget to be assessed against all Owners subject to its jurisdiction or in any other manner.

The obligation of each Association for collection and payment of assessments to the Council shall be enforceable by the Council, and the Council may bring suit against any Association to collect delinquent assessments, in addition to any other rights or remedies it may have hereunder or at law or in equity.

5.8. Commencement of Assessments. The obligation to pay Annual Assessments shall commence as to each Association on the first day of the first full fiscal year following the close of escrow of the first home in Anthem.

5.9. Exempt Property. All Council Property, Association Property, and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of Annual and Special Assessments.

In addition, Declarant and/or the Council shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Code so long as such Persons own property subject to this Community Covenant for purposes listed in Section 501(c).

5.10. Expenditure of Funds. The assessment funds collected by the Council shall be used in such manner as the Council deems appropriate in fulfilling its responsibilities. The judgment of the Council in determining the level of assessments and the allocation and expenditure of such funds shall be final so long as such judgment is exercised in good faith, and neither the Council, any director nor officer shall be liable to any Person or entity for any error in judgment, or any action or inaction of the Council, the directors, or any officer, relating to the expenditure of such funds; provided, nothing herein shall protect any Person from liability for gross negligence or willful misconduct in the handling of such funds.

Article VI General

6.1. Amendment. This Community Covenant may be amended unilaterally at any time by Declarant, its successors or assigns, if such amendment is necessary (a) to bring any provision hereof into compliance with applicable governmental statutes, rule or regulation, or judicial determination; (b) to enable reputable title insurance companies to issue title insurance on any portion of the property subject to this Community Covenant; (c) to permit an institutional or governmental lender, purchaser, guarantor, or insurer of mortgage loans to make, purchase, guarantee, or insure mortgage loans; or (d) to satisfy the requirements of any governmental agency.

Further, for a period of 30 years after this Community Covenant is Recorded, if Declarant owns property within the Master Plan, Declarant may unilaterally amend this Community Covenant for any other purpose, provided such amendment (a) has no material adverse effect upon the title to real property subject to this Community Covenant without the consent of the Owner; or (b) has no material adverse effect upon any right, privilege, or protection granted to the Owners in this Community Covenant.

In addition, except as otherwise specifically provided herein, this Community Covenant may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the Board, with Declarant's consent so long as Declarant owns property within the Master Plan.

Amendments to this Community Covenant are effective upon Recordation, unless a later effective date is specified. Any procedural challenge to an amendment must be made within six months of its Recordation. In no event shall a change of conditions or circumstances operate to amend any provision of this Community Covenant.

6.2. Duration.

(a) Unless terminated as provided in Section 6.2(b), this Community Covenant shall have perpetual duration. If Nevada law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Community Covenant shall automatically be extended at the expiration of such period for successive 20-year periods, unless terminated as provided below. Notwithstanding the above, if any provision of this Community Covenant shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise required by Nevada law, this Community Covenant may not be terminated except by an instrument approved by the Board and each Association board of directors, and with Declarant's consent so long as Declarant owns property within the Master Plan. Any such instrument shall set forth the intent to terminate this Community Covenant and shall be Recorded.

6.3. Transfer of Declarant Rights. Any or all of the special rights reserved to Declarant by the Council Documents may be transferred to other Persons. No such transfer shall be effective unless it is granted in a written instrument, signed and Recorded by Declarant. Transfer of Declarant rights may not enlarge a right beyond that contained in the Council Documents.

6.4. Attorneys' Fees. In the event of an action instituted to enforce any provision contained in the Council Documents or the governing documents of any Association, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Council is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a charge and lien against the adverse Owner's property or the Association involved in the action in the same manner as assessments under Article V.

6.5. Notice. Any notice provided for in this Community Covenant shall be provided in accordance with the By-Laws.

6.6. Applicable Law. This Community Covenant shall be governed by and construed under Nevada law.

6.7. Grammar. In this Community Covenant, the singular shall be construed to mean the plural, when applicable.

6.8. Severability. Whenever possible, each provision of this Community Covenant shall be interpreted in such manner as to be effective and valid, but if application of any provision of this Community Covenant to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Community Covenant shall be severable.

6.9. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and shall not be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

[SIGNATURES ON FOLLOWING PAGES]

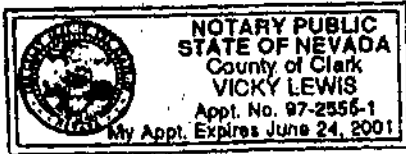
IN WITNESS WHEREOF, the undersigned Declarant has executed this Community Covenant this 25th day of JUNE, 1998.

DECLARANT: Del Webb Communities, Inc.,
an Arizona corporation

By: _____
Name: Frank Pankrat
Title: V.P. + General Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On JUNE 25, 1998, personally appeared before me a notary public, FRANK PANKRATZ, Vice President + General Manager of Del Webb Communities, Inc., personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



[NOTARIAL SEAL]

Notary Public: _____
By: _____
Name: _____
Title: _____

My Commission Expires: 6/24/2001

[CONSENTS ON FOLLOWING PAGES]

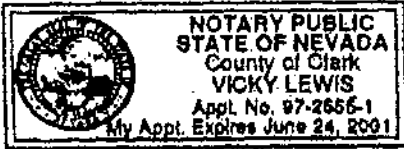
IN WITNESS WHEREOF, the undersigned owner of real property described in Exhibit "A" to the Declaration of Covenants and Easements for the Anthem Community hereby consent and agree to be bound by the terms and provisions thereof this 25th day of JUNE, 1998.

Del Webb's Coventry Homes of Nevada, Inc.,
an Arizona corporation

By: _____
Name: Dennis Baccavos
Title: Vice President

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On JUNE 25, 1998, personally appeared before me a notary public, DENNIS BACCAVOS, VICE PRESIDENT of Del Webb's Coventry Homes of Nevada, Inc., personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Notary Public: _____
By: _____
Name: _____
Title: _____

[NOTARIAL SEAL]

My Commission Expires: _____

980626.03097

EXHIBIT "A"

Land Initially Submitted

All of Parcels 2, 3 and 4 as shown by map thereof on file in File 091, Page 087 of Parcel Maps in the Clark County Recorder's Office Clark County, Nevada, lying within Section 6, 7 and 12, Township 23 South, Ranch 62 East, M.D.M., City of Henderson, Clark County Nevada