

When recorded, return to:

Brookfield Lakin LLC
14646 N. Kierland Blvd.,
Suite 165
Scottsdale, AZ 85254

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SUPPLEMENT TO
COMMUNITY CHARTER FOR ALAMAR
(Parcel 1)

This Supplement to Community Charter for Alamar (*Parcel 1*) (this “**Supplement**”) is made effective as of the 10th day of July, 2020, by BROOKFIELD LAKIN LLC, a Delaware limited liability company (“**Founder**”).

A. Founder executed the Community Charter for Alamar (the “**Charter**”) and recorded said document in the official records of Maricopa County, Arizona on November 30, 2018, as Document No. 2018-0884210; and

B. The real property that is subject to the Charter is being developed as a master planned community located in the City of Avondale, Maricopa County, Arizona, commonly known as Alamar (the “**Community**”); and

C. The Charter contemplates that Supplements for parcels located within the Community will be executed and recorded periodically as the development of the Community proceeds; and

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

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

1. **Incorporation of Charter.** The Charter is expressly incorporated herein and made a part hereof by this reference. Unless otherwise defined herein, every capitalized term and expression used herein shall have the same meaning as set forth for such terms and expressions in the Charter. In the event of any conflict between the terms of the Charter and the terms of this Supplement, the terms of the Charter shall control.

2. **Calculation of Memberships.** The Parcel has been subdivided into sixty-four (64) residential lots (collectively, the “**Lots**”, and each, individually, a “**Lot**”) pursuant to the ALAMAR – PHASE 1 subdivision plat that includes the Parcel recorded in Book 1462 of Maps, Page 24, in the official records of Maricopa County, Arizona (the “**Plat**”). Accordingly, for purposes of the Charter, there shall be sixty-four (64) Lots in the Parcel. If Founder duly amends

the Plat, such that the number of Lots in the Parcel is greater or less than sixty-four (64), then Founder, without obtaining the consent of any Owner of any such Lot or any other portion of the Parcel, may amend this Supplement to correctly specify the total number of Lots within the Parcel.

3. **Membership.** Each Owner of a Lot shall be a member of the Association as provided in Section 5.1 of the Charter.

4. **Permitted Uses.** The Parcel shall be used exclusively for single-family residential dwellings and related common areas, and construction on such real property shall be limited to single-family dwelling units and related common area improvements. Notwithstanding the foregoing, however, Founder reserves to itself, and its successors and assigns, and hereby assigns to each Builder who owns any portion of the Parcel: (a) the right to construct and install within specified portions of the Parcel owned by the Builder and approved by Founder one or more temporary construction trailers used in connection with the construction of single-family dwellings within the Parcel; provided that all such trailers shall be removed from the Parcel promptly after the completion of all applicable construction activity by such Builder, (b) the right to use specified portions of the Parcel owned by the Builder for equipment and materials staging and storage and a concrete wash-out area in connection with the construction of single-family dwellings within the Parcel; provided that all such materials shall be removed from the Parcel promptly after the completion of all applicable construction activity by such Builder, (c) the right to construct and install within Lots owned by Builder one or more model homes (and related parking areas) and other improvements used in connection with the sale of single-family dwellings within the Parcel and other portions of the Community; provided that each such model home shall be converted to a single-family dwelling unit promptly after the completion of such Builder's sale activity, (d) the right to use specified portions of the Parcel owned by the Builder for temporary parking associated with the foregoing model homes and sales office and associated with construction activities on the Parcel. Normal construction activities and parking in connection with the construction of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by the Charter.

5. **Commencement of Assessments.** The Lots are subject to all assessments, fees and other charges duly imposed pursuant to the Charter. The obligation to pay assessments, fees and other charges under the Charter shall commence as to all Lots as of the recording of this Supplement in the official records of Maricopa County, Arizona. As permitted by Section 14.5 of the Charter, no Base Assessment or Special Assessments shall be levied against the Lots any earlier than October 10, 2020, and thereafter progressively as follows: with respect to each Lot, until the earlier to occur of (i) the issuance of a certificate of occupancy for the Lot, or (ii) January 31, 2022, the Base Assessments and Special Assessments for such Lot shall be reduced to twenty-five percent (25%) of the normal applicable assessment amount, and thereafter, each Lot shall pay one hundred percent (100%) of the Base Assessments and Special Assessments.

6. **Installation of Landscaping.** Unless a written variance is obtained from the Reviewer, prior to the conveyance of fee title to a Lot to the buyer of a dwelling unit constructed thereon, the Builder that is constructing a residence on the Lot shall be required at its sole cost and expense to complete the landscaping (including all related irrigation systems) of the front yard, side yard and all other landscape areas (including the backyard) if visible from any streets and/or common area adjoining the Lot. All landscaping shall be installed in a manner consistent with the applicable plans and specifications approved by the City of Avondale and the Reviewer, the

Community-Wide Standard and the Design Guidelines. Founder hereby declares that all Lots shall be subject to an easement as provided in Section 15.5 of the Charter in favor of the Association to enter upon any Lot on which the applicable Builder has failed to properly install such landscaping to cause the landscaping to be installed at the expense of the Builder. Each Builder understands and acknowledges that it is subject to a potential fine in such amount as may be established by the Board, to be imposed by, and payable to, the Association for any violation of the provisions of this Paragraph 6. Any such fine shall be considered a Specific Assessment levied against any and all property owned by the applicable Builder within the Community pursuant to Section 14.4 of the Charter.

7. **Maintenance of Streetscape Areas.** Any area that is located within public right-of-way or any private street tract as shown on the Plat but outside of the private street improvements built within such public right-of-way or any private street tract, including any landscaping improvements located in such area (a “**Streetscape Area**”), shall be maintained by the Owner of the adjacent Lot or common area tract (as applicable) in accordance with the Community-Wide Standard, all other requirements of the Governing Documents, and all other standards imposed by applicable law, and sidewalks running parallel to adjacent streets shall be maintained by the City of Avondale. The determination as to which Lot or common area tract is adjacent to a particular Streetscape Area shall be made by reference to the prolongation of the relevant Lot boundaries and/or common area tract boundaries. If an Owner shall fail to meet its maintenance obligations under this Paragraph 7, the Association shall have the right to perform such maintenance on behalf of such Owner and to enter upon such Owner’s Lot to the extent reasonably necessary do so.

8. **Boundary Walls and Common Yard Walls.** For purposes of this Supplement, the term “**Boundary Wall**” shall mean a privacy wall constructed on, or immediately adjacent to, the common boundary of Common Area and an adjoining Lot, and the term “**Common Yard Wall**” shall mean a privacy wall constructed on, or immediately adjacent to, the common boundary of two adjoining Lots. Any retaining wall that lies under and supports a Boundary Wall or a Common Yard Wall shall be deemed a part of such Boundary Wall or Common Yard Wall for purposes of this Paragraph 8. The rights and duties of Owners and the Association with respect to Boundary Walls and Common Yard Walls shall be as follows:

8.1 **Use of Walls.** The Association and the Owner who have a Boundary Wall on or adjacent to their common boundary shall both equally have the right to use such Boundary Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Boundary Wall by the other, and two Owners who have a Common Yard Wall on or adjacent to their common boundary shall both equally have the right to use such Common Yard Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Common Yard Wall by the other.

8.2 **Repair of Walls.**

(a) If any Common Yard Wall is damaged or destroyed through the act of an adjacent Owner or any of such Owner’s tenants, invitees, agents, contractors, guests or family members (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the Common Yard Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) without cost to the Association or the other Owner provided that any liability imposed on an Owner hereunder shall not limit or prejudice the right of the Owner to pursue any available legal remedies against the person(s) causing such damage or destruction.

(b) If any Common Yard Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of an adjacent Owner or any tenant, invitee, agent, contractor, guest or family member of an adjacent Owner (or if it cannot be determined who caused such destruction or damage), it shall be the joint obligation of the two Owners to rebuild and repair such wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) at their joint expense, such expense to be divided equally between them (and, in event that one such Owner fails or refuses so to act, the other Owner may undertake the rebuilding or repair of such Party Wall, and thereupon shall have the right to obtain contribution from the Owner who failed or refused to act, in the amount of one-half of the cost of such rebuilding or repair); provided, however, that if such damage or destruction is limited to the surface of a Common Yard Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the Owner of the adjacent property toward which such surface faces, at such party's sole expense.

(c) If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of the Association or any of its invitees, agents or contractors (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the Association to rebuild and repair the Boundary Wall or Common Yard Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) without cost to the adjacent Owner(s) provided that any liability imposed on the Association hereunder shall not limit or prejudice the right of the Association to pursue any available legal remedies against the person(s) causing such damage or destruction.

(d) If any Boundary Wall is damaged or destroyed through the act of an adjacent Owner or any of such Owner's tenants, invitees, agents, contractors, guests or family members (whether or not such act is negligent or otherwise culpable), the Association shall rebuild and repair the Boundary Wall to its pre-existing condition (including restoration of any affected landscaping and compliance with all applicable municipal code requirements) and shall be entitled to recover the cost of such rebuilding and repair from the adjacent Owner provided that any liability imposed on the adjacent Owner hereunder shall not limit or prejudice the right of the adjacent Owner to pursue any available legal remedies against the person(s) causing such damage or destruction.

(e) If any Boundary Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of the Association, or an adjacent Owner or any tenant, invitee, agent, contractor, guest or family member of the Association or any adjacent Owner (or if it cannot be determined who caused such destruction or damage), it shall be the joint obligation of the Owner and the Association (in the case of a Boundary Wall), or the two Owners (in the case of a Common Yard Wall), to rebuild and repair such wall to its pre-existing condition (including restoration of any affected landscaping) at their joint expense, such expense

to be divided equally between them (and, in event that one such Owner fails or refuses so to act, the other Owner may undertake the rebuilding or repair of such Party Wall to its pre-existing condition, and thereupon shall have the right to obtain contribution from the Owner who failed or refused to act, in the amount of one-half of the cost of such rebuilding or repair); provided, however, that if such damage or destruction is limited to the surface of a Boundary Wall or Common Yard Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the Association (in the case of a Boundary Wall), or Owner of the adjacent property toward which such surface faces (in the case of a Common Yard Wall), at such party's sole expense.

(f) In connection with any rebuilding or repair of a Boundary Wall or Common Yard Wall in accordance with this Paragraph 8, the Association and each adjacent Owner, as applicable, shall have the right to enter upon the other adjacent Lot or the adjacent Common Area as may be reasonably necessary in order to carry out such rebuilding or repair (including restoration of any affected landscaping).

8.3 Reimbursement of Construction Costs for Common Yard Walls. A Builder who installs a Common Yard Wall (the "**Installing Builder**") shall be entitled to reimbursement from the Builder of the adjoining Lot for an amount (the "**Reimbursement Obligation**") equal to one-half (½) of the reasonable actual cost (determined at the time of construction) of such Common Yard Wall. Such reimbursable actual cost shall include only the actual labor and materials charges expended by the Installing Builder to install the Common Yard Wall and shall not include any cost associated with any other walls, provided that such charges may be allocated on a linear foot basis or other reasonable basis where such costs are incurred as part of the installation of more than one wall or for the installation of a wall that is only partially a Common Yard Wall, or both. The Reimbursement Obligation for each Common Yard Wall shall be paid to the Installing Builder by the Builder of the adjoining Lot in good and sufficient funds within thirty (30) days following the date when both (i) the installation of the Common Yard Wall is completed, and (ii) the Installing Builder has delivered to the Builder of the adjoining Lot a written invoice for the Reimbursement Obligation including applicable reasonable evidence of the reasonable actual costs. No interest or other finance charge shall accrue on the Reimbursement Obligation unless the Reimbursement Obligation is not fully paid when due, in which case interest shall accrue on any unpaid amounts at the rate of ten percent (10%) per annum until all such unpaid amounts and accrued interest thereon have been fully paid to the Installing Builder.

8.4 Modification of Walls. Notwithstanding anything to the contrary herein contained, there shall be no modification of any Boundary Wall or impairment of the structural integrity of any Boundary Wall without the prior consent of the Association and the Reviewer, and there shall be no modification of any Common Yard Wall or impairment of the structural integrity of any Common Yard Wall without the prior consent of the Owners of both adjacent Lots and the Reviewer.

8.5 Commencement of Association Responsibility. Anything in the foregoing to the contrary notwithstanding, the Association shall have no responsibility for the maintenance, repair or replacement of any Boundary Wall pursuant to this Paragraph 8 unless and until it has inspected and approved the construction of such Boundary Wall and accepted in writing

maintenance responsibility (to the extent provided herein) for such Boundary Wall, in accordance with applicable Association turnover processes. Until such acceptance, the Builder or the Founder who constructed such Boundary Wall shall have the rights and obligations of the Association set forth in this Paragraph 8.

8.6 Association Cure Rights. If an Owner shall fail to meet its maintenance or repair obligations under this Paragraph 8, the Association shall have the right (but not the obligation) to perform such maintenance or repair on behalf of such Owner, to enter upon such Owner's Lot to the extent reasonably necessary do so, and to recover from such Owner the cost of such maintenance or repair.

8.7 Contribution. The right of any Owner to contribution from the Association or from any other Owner under this Paragraph 8 shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

9. Photography of Homes. Each Owner acquiring title to a Lot, by the acceptance of a deed or other instrument evidencing such title, hereby consents to having the exterior of any residence constructed on such Lot photographed by professional photographers contracted by Founder, and agrees that such photographs may be used by Founder in advertising and marketing materials and also may be used to demonstrate design guideline principles applicable to structures constructed or landscaping installed at the Community. All such photographs and all such uses shall be at no cost to such Owner and such Owner shall allow such uses free of charge and without compensation to such Owner. All uses shall be implemented in a professional and tasteful manner. Each photography session, if any, shall be conducted at a mutually convenient time and date as agreed between the Owner and Founder. The photography crew shall have the right to enter onto the Lot on the day of the photography session to conduct its work. Any damage caused by such crew shall be the responsibility of Founder who shall promptly cause any such damage to be repaired, entirely at its cost, and with minimal inconvenience to the Owner.

10. Enforcement. The Association may recover from any Owner who fails to install landscaping on its Lot, or to maintain its Lot or any portion thereof or any adjacent Streetscape Area, or to pay to the Association any amounts payable to the Association by such Owner, as required by any of Paragraphs 6, 7, or 8 above any and all costs incurred by the Association in performing such installation or maintenance on the Owner's behalf pursuant to any of said Paragraphs 6, 7 or 8 above. In addition, without limiting any other rights or remedies available to the Association, in all cases of an Owner's failure to maintain or install as required by any of Paragraphs 6, 7, or 8 above, the Association may impose a Specific Assessment under the Charter against the Owner's property within the Community in the amount of such costs or damages, which assessment shall be immediately due and payable upon delivery of notice of such assessment to the Owner.

11. Single Story Restriction. Each Owner acknowledges that no two-story dwelling unit may be constructed on Lots 1, 14-18, 35, 152, 163, 252, 253, 288, 289, 298, 346,

347, 357, 358, 371, 372, 376, 377, 451, 461 as reflected on the Plat; accordingly, (i) the Design Review Committee will not approve any two-story Improvements for such Lots.

12. **Notice of Community Enhancement Fee.** By its acceptance of a deed with respect to any Lot, the Owner of such Lot is hereby deemed to acknowledge and agree to the requirement that any Owner transferring title to such Lot shall pay to the Association a fee in an amount not to exceed one-fourth of one percent (0.25%) of the gross sale price of the Lot; provided, however, the Community Enhancement Fee shall not exceed \$250.00 with respect to the initial sale of a Lot from a Builder to a retail purchaser. Certain exemptions apply. This requirement is set forth in Section 14.12 of the Charter. Nothing in this Supplement shall limit or otherwise affect in any manner the provisions of the Charter, which should be reviewed in detail (along with all other recorded documents affecting the Lot) before the purchase of the Lot.

13. **Easement for Surface Water Run-Off.** In any instance in which storm water drains from the surface of a Lot (the “**Surface Draining Lot**”) or Common Area onto an adjacent Lot (an “**Adjacent Surface Lot**”), and such drainage consists of water flow resulting from a finished grade established in substantial accordance with the final civil plans for the Parcel prepared by Founder and approved by the City of Avondale, the Owner of the Adjacent Surface Lot shall be deemed to have granted to the Owner of the Surface Draining Lot or Common Area a non-exclusive easement over that portion of the front yard of the Adjacent Surface Lot lying within five (5) feet of the Surface Draining Lot or Common Area (as applicable), which easement shall be for purposes of drainage of such storm water from the surface of the Surface Draining Lot or Common Area.

14. **Mailbox Easement.** Founder hereby expressly reserves for itself, together with the right to transfer and assign the same, a perpetual easement (each a “**Mailbox Easement**”) over, upon, across and under that portion of each Lot that is encumbered with a public utility easement as reflected on the Plat, to enter such portion of the Lot and to install, use, maintain, repair, replace and operate one or more community postal boxes to serve Owners of Lots within the Parcel as the Association may designate from time to time; provided and only to the extent that such use is not inconsistent with, and does not unreasonably interfere with, the use of such areas for public utility purposes in accordance with the provisions of the Plat, as same may be amended from time to time. No Owner shall have the right to deny access to any other Owner or the United States Postal Service to any community postal box situated on a Lot. The rights and obligations granted herein shall be deemed to run with the land, and the subsequent sale of all or any portion of the Parcel shall not affect such rights and obligations.

15. **Builder Designation.** Founder hereby designates Weekley Homes, LLC (“**Weekley**”) as a Builder for purposes of the Charter. Founder shall not charge Weekley any design review fees with respect to any applications made by Weekley pursuant to Chapter 6 of the Charter.

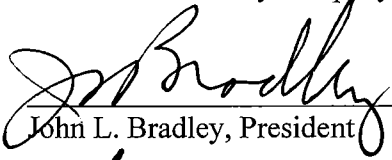
16. **Interpretation.** This Supplement shall run with the land within the Parcel, shall be binding on all parties having or acquiring any right, title or interest in the Parcel or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Charter.

17. **Amendment.** This Supplement may be amended in the same manner as the Charter may be amended in accordance with the provisions of the Charter; provided that notwithstanding the foregoing, Founder shall be entitled to unilaterally amend this Supplement to make any corrections or modifications deemed necessary or appropriate by the Founder in its sole and absolute discretion due to the designation or depiction of any item or matter on the Plat.

[Signatures on Next Page]

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

FOUNDER: **BROOKFIELD LAKIN LLC**,
a Delaware limited liability company

By: 
John L. Bradley, President

By: 
W. Dea McDonald, Sr. Vice President

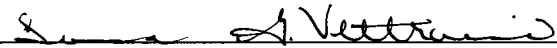
STATE OF ARIZONA

County of Maricopa

The foregoing instrument was acknowledged before me this 9th day of July, 2020, by John L. Bradley, the President of BROOKFIELD LAKIN LLC, a Delaware limited liability company, for and on behalf thereof.

(Seal)




Notary Public

STATE OF ARIZONA

County of Maricopa

The foregoing instrument was acknowledged before me this 9th day of July, 2020, by W. Dea McDonald, Sr. Vice President of BROOKFIELD LAKIN LLC, a Delaware limited liability company, for and on behalf thereof.

(Seal)



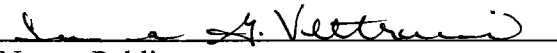

Notary Public

Exhibit "A"

Legal Description

LOTS 313-376, INCLUSIVE, ALAMAR – PHASE 1, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN BOOK 1462 OF MAPS, PAGE 24, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.