

TRACT DECLARATION FOR THE GARDENS AT VENTANA LAKES

This Tract Declaration for The Gardens at Ventana Lakes (this "Tract Declaration") is made as of this 8th day of February, 1993, by Lennar Communities Development, Inc., a Delaware corporation (the "Declarant").

RECITAL

A. A Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Lakes Development was recorded at Recording No. 86-520562, records of Maricopa County, Arizona, to establish a general plan for the development, sale, lease and use of the real property within the master planned community known as Ventana Lakes. The Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Lakes Development was subsequently amended by the instruments recorded at Recording Nos. 88-004423, 88-493213, 88-61190, 89-130835, 90-503032 and 920058562, records of Maricopa County, Arizona. The Declaration of Covenants, Conditions, Restrictions Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Lakes Development, as previously amended, shall be referred to in this Tract Declaration as the "Declaration."

B. Capitalized terms used in this Tract Declaration without definition shall have the meanings given to such terms in the Declaration.

C. Article IV, Section 1 of the Declaration reserved to the Declarant the right to record a Tract Declaration against various portions of Ventana Lakes for the purpose of designating the Land Use Classification for such property and for the purpose of imposing upon such real property covenants, conditions and restrictions in addition to the covenants, conditions and restrictions set forth in the Declaration.

D. The Declarant is the holder of all rights granted to the Declarant by the Declaration and, therefore, the Declarant has the right to record Tract Declarations against various portions of Ventana Lakes.

E. The Declarant desires to record a Tract Declaration against Lots 1 through 104, inclusive, Tracts A through Z, inclusive, and Tract BB, The Gardens at Ventana Lakes, according to the plat recorded in Book 358 page 38, records of Maricopa County, Arizona (the "Tract"), to establish the Land Use Classification for the Tract and to impose on the Tract additional covenants, conditions and restrictions, and to designate certain portions of the Tract as Parcel Assessment Areas pursuant to Article VII, Section 13 of the Declaration,

NOW, THEREFORE, pursuant to Article IV, Section 1 of the Declaration, the Declarant declares as follows:

1. Land Use Classification. The Land Use Classification for Lots 1 through

104, inclusive, of the Tract shall be Cluster Residential Use. The Land Use Classification for Tracts A through Z, inclusive, and Tract BB of the Tract shall be Association Use. Tracts A through Z, inclusive, and Tract BB shall be conveyed to the Ventana Lakes Property Owners Association prior to the conveyance of the first lot in the Tract by the Declarant.

2. Maintenance by the Association. The Association shall maintain, repair and replace the following portions of the Tract: (i) Tracts A through Z, inclusive, and Tract BB and all improvements situated thereon; (ii) all landscaping and other Improvements situated upon the Lots and lying outside the exterior building walls of the Dwelling Units constructed on the Lots, and (iii) the exterior painting and roofs of the Dwelling Units situated on the Lots. The frequency and extent of the repair, maintenance and replacement of the portions of the Tract to be maintained, repaired and replaced by the Association pursuant to this Tract Declaration shall be in the sole discretion of the Board of Directors of the Association. All portions of the Tract to be maintained, repaired and replaced by the Association pursuant to this Paragraph are hereby designated as "Parcel Assessment Areas" primarily for the benefit of the Lots in the Tract. Other than for those portions of the Lots described in clauses (ii) and (iii) of this Paragraph the Association shall not have an responsibility or the maintenance repair and replacement of Improvements situated upon the Lots including, but not limited to, the was an other structural components of the Dwelling Units, the doors and windows of Dwelling Units, air conditioning and heating units serving the Dwelling Units, utility service lines situated on or under the Lots, sidewalks, driveways, garage doors, walls or fences.

3. Parcel Assessments. The Lots in the Tract are the Lots benefited by the Parcel Assessment Areas. Therefore, as provided in Article VII, Section 13 of the Declaration, all costs, expenses and financial liabilities of the Association, together with any allocations to reserves pertaining to the maintenance, repair and replacement of the Parcel Assessment Areas shall be assessed as a Parcel Assessment solely against the Lots in the Tract at a uniform rate per Class A membership.

4. Easement in Favor of the Association. In addition to any other easements granted to the Association in the Declaration, the Association shall have an easement over the Lots in the Tract for the purpose of performing the Association's obligations with respect to the maintenance, repair and replacement of the Parcel Assessment Areas within the Tract. No Owner or Resident shall interfere with the Association's performance of its obligations to maintain, repair and replace the Parcel Assessment Areas within the Tract.

5. Interpretation and Amendment. This Tract Declaration shall be construed as a supplement to the Declaration as if the provisions of this Tract Declaration were set forth in the Declaration. This Tract Declaration may not be amended except as provided in the Declaration.