

## TRACT DECLARATION FOR THE LANDINGS AT VENTANA LAKES

This Tract Declaration for The Landings at Ventana Lakes (this "Tract Declaration") is made as of this 20th day of June, 1995, by Lennar Communities Development, Inc., a Delaware corporation ("the Declarant").

### RECITALS

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, 88-130835, 88-61190 90-503032 and 92-0058562, 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 32, inclusive, Tracts A through D, inclusive, The Landings at Ventana Lakes, according to the plat recorded in Book 364, page 33, 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 YD, Section 13 of the Declaration.

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

1. Land Use Classification. The Land Use Classification for Lots 1-10 inclusive and 15 thru 32 inclusive shall be Single Family Residential. The Land Use Classification for Lots 11 through 14, inclusive, of the Tract shall be Cluster Residential Use. The Land Use Classification for Tracts A through D, inclusive, of the Tract shall be Association Use. Tracts A through D, inclusive, 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 D, inclusive, and all improvements situated

thereon; (ii) all landscaping and other Improvements situated upon the Lots 11 through 14 inclusive 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 11 through 14 inclusive. 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 lots 11 through 14 inclusive 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 11 through 14 inclusive. Other than those portions of the Lots described in clauses (ii) and (iii) of this Paragraph, the Association shall not have any responsibility for the maintenance, repair and replacement of Improvements situated upon the Lots including, but not limited to, the walls and other structural components of the Dwelling Units, the doors, windows and awnings of the 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. Lots 11 through 14 inclusive 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 Assessments Areas shall be assessed as a Parcel Assessment solely against lots 11 through 14 inclusive. In addition, Lots 1 through 32 inclusive shall be subject to Annual Assessments.

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 Lots 11 through 14 inclusive 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 the Tract Declaration were set forth in the Declaration. This Tract Declaration may not be amended except as provided in the Declaration.