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TRACT DECLARATION
Windrose at Zanjero Trails – Parcel 35A Phase 2

THIS TRACT DECLARATION is made as of the 25 day of April, 2019, by SBH ZANJERO TRAILS LP, an Arizona limited partnership (hereinafter referred to as "Declarant").

RECITALS

A. Declarant executed that Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Windrose at Zanjero Trails (the "Declaration"), which was recorded on September 20, 2016, as Document No. 2016-0683439, in the Official Records of Maricopa County, Arizona, which Declaration covers that certain real property located in Maricopa County, Arizona, which is described therein and commonly known as "Windrose at Zanjero Trails."

B. The real property legally described in *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Subject Parcel") was annexed to the real property subject to the Declaration pursuant to that Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Windrose at Zanjero Trails executed by Declarant and recorded concurrently herewith, in the Official Records of Maricopa County, Arizona (the "Supplemental Declaration").

C. Section 2.1 of the Declaration contemplates that in connection with the development of the real property subject to the Declaration, Declarant may record one or more Tract Declarations which may establish additional covenants, conditions and restrictions applicable to the real property subject thereto, which Tract Declaration may, among other things, designate the Land Use Classification applicable to the real property subject to the Tract Declaration.

D. Declarant has determined the Land Use Classification applicable to the Subject Parcel and is executing and causing to be Recorded this Tract Declaration for that purpose and for such other purposes as are more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. **Definitions.** All initial capitalized terms used in this Tract Declaration shall have the meanings set forth for such terms in the Declaration unless otherwise specifically defined herein.

2. **Recitals.** The Recitals set forth above are hereby made part of this Tract Declaration by this reference.

3. **Incorporation of Declaration.** All of the terms, provisions and covenants of the Declaration are incorporated herein by this reference. In the event of any conflict between the terms of the Declaration and the terms of this Tract Declaration, the terms of the Declaration shall control.

4. **Land Use Classification.** The Land Use Classification of the Subject Parcel shall be: Single Family Residential Use.

5. **Common Area Tracts.** The Common Areas within the Subject Parcel shall include, without limitation, the following areas: Tract A, as set forth on the Plat recorded with respect to the Subject Parcel.

6. **Special Service Area.** No portion of the Subject Parcel, including any Common Areas therein, are designated as a Special Service Area.

7. **Mailbox Easement.** Declarant hereby expressly reserves for itself, together with the right to transfer and assign the same, a non-exclusive perpetual easement (a "Mailbox Easement") over, upon, across and under that portion of each Lot within the Subject Parcel that is encumbered with a public utility easement as reflected on the Plat and/or any recorded Map of Dedication for right-of-way adjacent to the Subject Parcel, as the same may be modified, amended or corrected from time to time (a "MOD"), to enter such portion of the Lot and to install, use, maintain, repair, replace and operate one or more community postal boxes to serve the Owners of Lots within the Subject Parcel as Declarant or its assignee may from time to time deem necessary or desirable and as may be approved by Maricopa County from time to time, but only to the extent that such use is not inconsistent with, and does not unreasonably interfere with, the use of such areas as provided on the Plat or the MOD. Declarant does not intend to install or to cause or allow the installation of a community postal box on each Lot; however, at the time of recordation of this Tract Declaration, the exact location of each community postal box within the Subject Parcel cannot be determined. The identity and portion of each Lot subject to the Mailbox Easement shall be determined by the as-built location of each community postal box. At such time as all community postal boxes within the Subject Parcel have been installed, only those Lots upon which a community postal box is located shall be deemed encumbered by the Mailbox Easement, and the Mailbox Easement on all other Lots shall automatically terminate. No Owner shall have the right to deny access to any other Owner, Lessee, Resident or Tenant or their respective agents, or the United States Postal Service (or any successor entity authorized to provide mail delivery service in the United States) to any community postal box situated on a

Lot. No improvement (other than paving, landscaping or other above-ground improvements approved by Declarant) of any kind shall be erected, placed, installed or maintained on any portion of the Mailbox Easement which in any way might interfere with or impede utilization of the Mailbox Easement for its intended purpose.

8. Designation of Designated Builder. **HBT OF WINDROSE LLC**, an Arizona limited liability company ("Towne"), is hereby designated as a Designated Builder for the Subject Parcel. In connection therewith, Towne shall be entitled to enjoy all of the rights, benefits and privileges, and shall have all of the obligations, of a Designated Builder under the Declaration for so long as Towne owns any portion of the Subject Parcel.

9. Memberships. The Memberships attributable to the Subject Parcel are subject to the Assessments assessed pursuant to Article 7 of the Declaration. In connection therewith, the number of Memberships attributable to the Subject Parcel pursuant to Article 6 of the Declaration shall be forty-four (44), with all such Memberships being held by the Owner of the Subject Parcel.

10. Assessments. Pursuant to the provisions of Section 7.4 of the Declaration, Declarant has the right, during the Declarant Control Period, to delay and/or reduce the levy of Assessments against any portion of the Property subject to the Declaration as set forth in a Tract Declaration Recorded with respect to such portion of the Property. In connection therewith, Assessments with respect to the Subject Parcel shall be subject to the following:

(a) Commencement of Assessments. Assessments applicable to the Subject Parcel, including without limitation, Annual Assessments, Special Assessments, and Special Service Area Assessments, shall commence upon the date on which this Tract Declaration is Recorded.

(b) Reduced Assessment Period. During the Reduced Assessment Period (as hereinafter defined), Assessments applicable to the Subject Parcel, including without limitation, Annual Assessments, Special Assessments, and Special Service Area Assessments, shall be reduced by seventy-five percent (75%) (i.e., the Owner of each Lot within the Subject Parcel shall be obligated to pay twenty-five percent (25%) of the applicable Assessment with respect to such Lot). The "Reduced Assessment Period" shall be the period commencing on the date on which this Tract Declaration is Recorded, and ending on the first to occur of (i) the date the date on which all Lots within the Subject Parcel are "finished" such that building permits (and certificates of occupancy once the home is completed) can be obtained, or (ii) the date that is twelve (12) months after the date on which this Tract Declaration is Recorded. The reduction of Assessments set forth in this Section 10(b) shall inure to the benefit of Towne, its successors or assigns.

(c) Full Assessments. Following expiration of the Reduced Assessment Period, the Subject Parcel shall be subject to the payment of all Assessments under the Declaration without further reduction or abatement.

11. Enforcement. Declarant shall have the right, but not the obligation, to enforce the provisions of this Tract Declaration and to take corrective action in the event of a breach hereof

to the same extent that the Association may enforce this Tract Declaration or take corrective action in accordance with the terms and conditions of the Declaration. Any reasonable costs or expenses incurred by Declarant in enforcing any provision of this Tract Declaration shall be reimbursed to Declarant by the Association and the Association shall be entitled to recover the amount of such costs or expenses as Maintenance Charges from the Owner of the Subject Parcel (or Owners of Lots within the Subject Parcel) or that portion of the Subject Parcel with respect to which any breach occurred, to the same extent and in the same manner as if the Association had incurred such costs or expenses through actions of the Association.

12. Amendment. This Tract Declaration may be amended by Recordation of an amendment to this Tract Declaration executed by Declarant and the Owner(s) of the Subject Parcel.


13. Interpretation. This Tract Declaration shall run with the Subject Parcel, shall be binding on all parties having or acquiring any right, title or interest in the Subject Parcel or any part thereof, their heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Declaration.

[NO FURTHER TEXT ON THIS PAGE – SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Tract Declaration to be executed as of the date first above written.

SBH ZANJERO TRAILS LP,
an Arizona limited partnership

By: AGS LLC, an Arizona limited liability company, General Partner

By: 
Sean T. Walters, its Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 24th day of April, 2019, before me, the undersigned officer, personally appeared Sean T. Walters, who acknowledged himself to be the Manager of AGS LLC, an Arizona limited liability company, the General Partner of SBH ZANJERO TRAILS LP, an Arizona limited partnership:

whom I know personally;
 whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
 whose identity I verified on the basis of her/his _____

and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

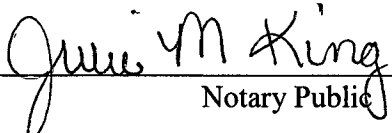

Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PARCEL

Lots 1 through 44, inclusive, and Tract A, of RE-PLAT OF PARCEL 35A – PHASE 2 OF RE-PLAT OF PARCELS 35A AND 36 OF ZANJERO TRAILS phase 1 INFRASTRUCTURE PLAT – ZANJERO TRAILS PHASE 1C, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1452 of Maps, page 37.