

Recording Requested by:
Empire West Title

When recorded mail to:

Walden Ranch Homeowners Association
c/o Empire West Title Agency
600 West Gurley Street, Suite 200
Prescott, Arizona 86305

602675 EW-ML + 64449 EW-ML

7 of 7

**AMENDED AND RESTATED FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WALDEN RANCH**

THIS AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WALDEN RANCH ("First Amendment") is made this 25th day of October, 2017, by WALDEN RANCH HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation ("Association").

RECITALS:

A. CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant") is the "Declarant" under that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Walden Ranch" dated November 15, 2016 and recorded on November 28, 2016 at Instrument No. 2016-0059764 of the Official Records of Yavapai County, Arizona (the "Declaration").

B. The Association caused a First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of July 31, 2017 and recorded on August 10, 2017 at Instrument No. 2017-0040918 (the "Original First Amendment"). By the recordation hereof, the Association wishes to amend and restate the Original First Amendment, such that the Original First Amendment shall be void and of no further force and effect following the recordation of this First Amendment.

C. The Association wishes to amend the Declaration to reflect the modification of (i) the legal description of the Property, as described on **Exhibit A** to the Declaration, (ii) the definition of the Plat, and (iii) the landscaping restrictions, all as more fully set forth herein

D. Pursuant to the provisions of Section 14.2.1 of the Declaration, the Declaration may be amended by the approval of not less than two-thirds (2/3rds) of the Owners of Lots and the consent of the Declarant to the same. On October 25, 2017 at a meeting duly called by the Association, this First Amendment was approved by more than two-thirds (2/3rds) of the Owners.

NOW THEREFORE, the Association declares as follows:

1. Original First Amendment Terminated. By the recordation hereof, the Association and Declarant hereby terminate the Original First Amendment effective as of the date of the recordation of this First Amendment.

2. Defined Terms. Capitalized terms in this First Amendment shall have the meaning ascribed in the Declaration, unless otherwise defined in this First Amendment.

3. Exhibit A. The Declaration is hereby amended by deleting **Exhibit A** attached thereto and replacing it with the legal description of **Exhibit A** attached hereto. Following the date hereof, all references to the Property in the Declaration shall refer to the real property described on **Exhibit A** attached hereto.

4. Plat. The provisions of Section 1.32 of the Declaration is deleted in its entirety and replaced with the following:

“Plat” shall mean any plat or survey affecting the Property filed in the office of the Recorder for Yavapai County, Arizona, as such plats or surveys may be amended from time to time, commencing first with the Plat recorded in Document No. 2016-00597103 Yavapai County Records and Plat recorded in Document No. 2017-0051305 Yavapai County Records, and any Plat of any Additional Property or other real property annexed under the purview hereof.

5. Landscaping Restrictions and Height Limitations on Certain Lots. Section 9.7 of the Declaration is deleted in its entirety and the following is inserted in lieu thereof:

“9.7 Landscaping Restrictions; Height Limitation on Landscaping and Improvements on Rear Yards and Side Yards of Certain Lots. Each Owner, within forty-five (45) days of closing on the Owner’s Lot, shall landscape his or her Lot. Such landscaping shall be submitted to the Design Review Committee for its review and approval prior to the installation of landscaping. Additionally, with the exception of Residences and Improvements that are originally constructed by the Builder on a Lot, no landscaping, trees, bushes or shrubs of any type or nature (collectively, the “Landscaping”) or any other Improvement in the rear yard or side yard of any “Restricted Lot” shall be allowed to exceed a height of six (6) feet. As used herein the term “Restricted Lot” shall mean Lots Numbers 1 through 15, inclusive, and Lots Numbers 31- 44, inclusive. To the extent the Design Review Committee determines that Landscaping or any non-Builder constructed Improvement in the rear yard or side yard of a Restricted Lot exceeds six (6) feet in height, following notice of such violation to the Owner of the Restricted Lot and the failure of the Owner to remedy the violation, the Association is authorized to exercise any and all remedies to remove the Landscaping or non-Builder constructed Improvement from the rear yard or side yard of the Restricted Lot, including but not limited to (i) ordering the Owner of the Restricted Lot that is in violation of this Section 9.7 to trim, top, prune or remove the Landscaping so that it is less than six (6) feet in

height in the rear yard or side yard of the Restricted Lot, or (ii) entering onto the Restricted Lot to either remove the non-Builder constructed Improvement or to trim, top, prune or remove the Landscaping (at the sole cost and expense of the Owner of the Restricted Lot) so that the same no longer exceeds six (6) feet in height. The Association Rules may include procedures related to the enforcement of the provisions of the Declaration regarding the Restricted Lot side yards and rear yards that are consistent with this Section.”

6. Except as specifically modified by this First Amendment, the Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this First Amendment and the Declaration the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch to be duly executed on the 25th day of October, 2017.

Association:

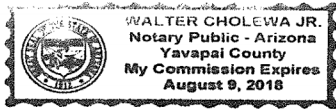
WALDEN RANCH HOMEOWNERS
ASSOCIATION, an Arizona non-profit corporation

By Tolliver J. Carpenter
Its President

By 
Its Secretary

STATE OF ARIZONA)
) SS
County of Yavapai)

The foregoing instrument was acknowledged before me this 25 day of October, 2017, by ELLEN J CARPENTER, the PRESIDENT of WALDEN RANCH HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of said corporation.

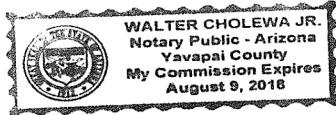


Walter Cholewa Jr.

Notary Public

STATE OF ARIZONA)
) SS
County of Yavapai)

The foregoing instrument was acknowledged before me this 25 day of October, 2017, by RUSTY WEATHERS, the SECRETARY of WALDEN RANCH HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of said corporation.



Walter Cholewa Jr.

Notary Public

APPROVAL OF DECLARANT:

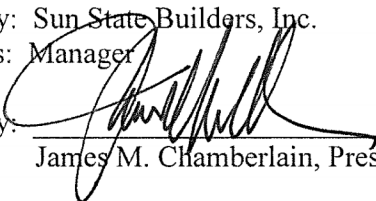
The undersigned, CHAMBERLAIN DEVELOPMENT, L.L.C, an Arizona limited liability company, the Declarant under the Declaration, as defined above, does hereby approve the foregoing Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch and for the recordation thereof.

Dated this 25th day of October, 2017.

Declarant

CHAMBERLAIN DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: Sun State Builders, Inc.
Its: Manager

By: 
James M. Chamberlain, President

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 25th day of October, 2017, by James M. Chamberlain, as President of Sun State Builders, Inc., the Manager of CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company, on behalf of said company.


Notary Public

*My Commission Expires:
May 16, 2020*

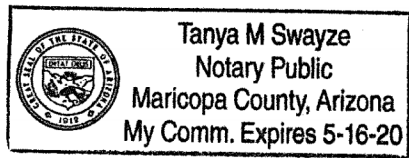


Exhibit A

That certain real property located in Yavapai County, Arizona and legally described as follows:

Lots 1 through 15, inclusive and Tracts D, H, I, J, K, N1, of WALDEN RANCH PHASE 1A & 1B, according to plat of record in Document No. 2016-0059763, records of Yavapai County, Arizona; and

Lots 16 through 44, inclusive and Tract K1, WALDEN RANCH, PHASE 1A & 1B, according to the first revision plat of record in Document No. 2017-0051305, records of Yavapai County, Arizona.

When recorded, return to:

Chamberlain Development, L.L.C.
1050 W. Washington Street, Suite 214
Tempe, Arizona 85281
Attn: Tanya M. Swayze

94165 EW

**CONSENT TO DECLARATION
OF ANNEXATION FOR
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WALDEN RANCH
RECORDED AT DOCUMENT NO. 2018-0030123**

This Consent to Declaration of Annexation for Covenants, Conditions and Restrictions for Walden Ranch Recorded at Document No. 2018-0030123 (the "Consent") is made this 5th day of December, 2018, by JAMES 110 INVESTMENT, L.L.C., an Arizona limited liability company ("Owner").

RECITALS

A. On November 28, 2016 Chamberlain Development, L.L.C., an Arizona limited liability company ("Declarant") caused the "Declaration of Covenants, Conditions, Restrictions and Easements for Walden Ranch" dated November 15, 2016 to be recorded at Instrument No. 2016-0059764 of the Official Records of Yavapai County, Arizona, which was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of July 31, 2017 and recorded on August 10, 2017 at Instrument No. 2017-0040918 and which was amended by that certain Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of October 25, 2017 and recorded on October 27, 2017 at Instrument No. 2017-0055966 (collectively, the "Declaration"). Unless otherwise described herein, all capitalized terms shall have the meanings ascribed in the Declaration.

B. Declarant caused that certain Declaration of Annexation for Covenants, Conditions and Restrictions for Walden Ranch dated as of June 6, 2018 to be recorded on June 12, 2018 and recorded at Instrument No 2018-0030123 of the Official Records of Yavapai County, Arizona (the "Declaration of Annexation") with regard to the real property described on Exhibit "A" attached to the Declaration of Annexation (the "Property").

C. The Property is owned by Owner and Owner desires to consent to the annexation of the Property pursuant to the Declaration of Annexation to be subject to the Declaration.

NOW, THEREFORE, it is hereby established as follows:

1. Consent. Owner does hereby consent to the terms and conditions of, and the recordation of, the foregoing Declaration of Annexation against the Property and agrees that the Property shall be bound by the terms and conditions of the Declaration following the recordation hereof.

2. Capitalized Terms. Except as specifically defined in this Consent, capitalized terms used herein shall have the meanings as defined in the Declaration.

IN WITNESS WHEREOF, Owner has caused this Consent to be duly executed on the 5th day of December, 2018.

OWNER:

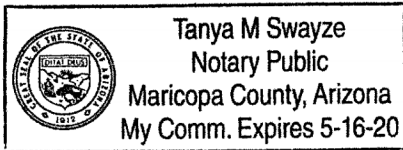
JAMES 110 INVESTMENT, L.L.C.,
an Arizona limited liability company

By: Mark T. Guerra
Mark T. Guerra, Agent

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 5th day of December, 2018, by Mark T. Guerra, as Agent of JAMES 110 INVESTMENT, L.L.C., an Arizona limited liability company, on behalf of said company.

Tanya M Swayze
Notary Public



When recorded, return to:

Chamberlain Development, L.L.C.
1050 W. Washington Street, Suite 214
Tempe, Arizona 85281
Attn: Tanya M. Swayze

**DECLARATION
OF ANNEXATION
FOR
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WALDEN RANCH**

This Declaration of Annexation for Covenants, Conditions and Restrictions for Walden Ranch (the "Declaration of Annexation") is made this 26th day of February, 2019, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant").

RECITALS

A. On November 28, 2016 Declarant caused the "Declaration of Covenants, Conditions, Restrictions and Easements for Walden Ranch" dated November 15, 2016 to be recorded at Instrument No. 2016-0059764 of the Official Records of Yavapai County, Arizona, which was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of July 31, 2017 and recorded on August 10, 2017 at Instrument No. 2017-0040918 and which was amended by that certain Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of October 25, 2017 and recorded on October 27, 2017 at Instrument No. 2017-0055966 (collectively, the "Declaration"). Unless otherwise described herein, all capitalized terms shall have the meanings ascribed in the Declaration.

B. Declarant holds an option to purchase the real property legally described on Exhibit "A" attached hereto and incorporated herein.

C. The real property legally described on Exhibit "A" attached hereto (the "Property") is a part of the Additional Property, as that term is defined in Section 1.1 the Declaration.

D. Declarant now proposes to annex the real property legally described on Exhibit "A" to the Property which is subject to all terms and provisions of the Declaration and Declarant desires to consent to the annexation of the real property legally described on Exhibit "A" attached hereto into the Property, all in accordance with the more specific terms and provisions thereof.

NOW, THEREFORE, it is hereby established as follows:

1. Annexation of Property; Consent. Pursuant to Section 2.4 of the Declaration, Declarant hereby annexes the real property legally described on Exhibit "A" attached hereto into the Property and following the recordation hereof, such real property shall be subject to and under the purview of the Declaration, and the real property legally described on Exhibit "A" attached hereto is declared a part of the Property. Declarant hereby consents to the annexation of the real property legally described on Exhibit "A" attached hereto to be under the purview of the Declaration and to the inclusion of such real property to be a part of the Property.

2. Declaration of Annexation. This Declaration of Annexation shall be deemed a "Declaration of Annexation" pursuant to the terms and provisions of the Section 2.4 of the Declaration and is subsidiary and supplementary to the Declaration. If any provision of this Declaration of Annexation is inconsistent with any provision of the Declaration, the provision of the Declaration shall control.

3. Capitalized Terms. Except as specifically defined in this Declaration of Annexation, capitalized terms used herein shall have the meanings as defined in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Annexation to be duly executed on the 26th day of February, 2019.

DECLARANT:

CHAMBERLAIN DEVELOPMENT, L.L.C.,
an Arizona limited liability company

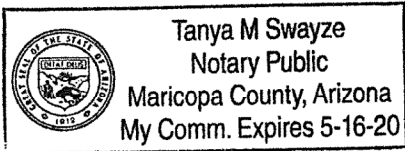
By: Sun State Builders, Inc.
An Arizona corporation
Its: Manager

By: Mark T. Guerra
Mark T. Guerra, Agent

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 26th day of February, 2019, by Mark T. Guerra as Agent of SUN STATE BUILDERS, INC., an Arizona corporation, the Manager of CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company, on behalf of said company.

Tanya M Swayze
Notary Public



CONSENT AND AGREEMENT OF OWNER OF PROPERTY TO ANNEXATION:

The undersigned, JAMES 110 INVESTMENT, LLC, an Arizona limited liability company, is the owner of the Property described on Exhibit "A" and does hereby consent to the terms and conditions of, and the recordation of, the foregoing Declaration of Annexation for Covenants, Conditions and Restrictions for Walden Ranch against the Property and agrees that the Property shall be bound by the terms and conditions hereof following the recordation thereof.

JAMES 110 INVESTMENT, L.L.C.,
an Arizona limited liability company

By: Mark T. Guerra
Mark T. Guerra, Agent

Dated: February 26, 2019

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 26th day of February, 2019 by Mark T. Guerra, as Agent of JAMES 110 INVESTMENT, L.L.C., an Arizona limited liability company, on behalf of said company.

Tanya M Swayze
Notary Public

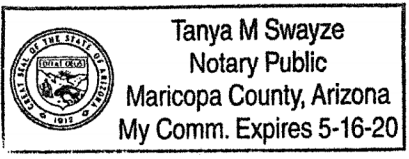


EXHIBIT A

Legal Description of Additional Property

That certain real property located in Yavapai County, Arizona and legally described as follows:

Lots 120 through 126, inclusive and Tract C, of WALDEN RANCH PHASE 4A, according to plat of record in Document No. 2018-0027554, records of Yavapai County, Arizona.

Lots 127 through 140 inclusive, Lots 167 through 180, inclusive and Tracts B, E, & G, of WALDEN RANCH PHASE 4B, according to plat of record in Document No. 2018-0057068, records of Yavapai County, Arizona.

When recorded mail to:

Walden Ranch Homeowners Association
c/o Empire West Title Agency
600 West Gurley Street, Suite 200
Prescott, Arizona 86305

**SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WALDEN RANCH**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WALDEN RANCH ("Second Amendment") is made this 22nd day of July, 2019, by WALDEN RANCH HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation ("Association").

RECITALS:

A. CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant") is the "Declarant" under that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Walden Ranch" dated November 15, 2016 and recorded on November 28, 2016 at Instrument No. 2016-0059764 of the Official Records of Yavapai County, Arizona (the "Declaration").

B. The Association caused a First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of July 31, 2017 and recorded on August 10, 2017 at Instrument No. 2017-0040918 (the "Original First Amendment"). The Association caused an Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated October 25, 2017 and recorded on October 17, 2017 at Instrument No. 2017-0055966 (the "Amended and Restated First Amendment"). The Amended and Restated First Amendment rendered the Original First Amendment void and of no further force and effect.

C. The Association now seeks to amend the Declaration to reflect certain landscaping restrictions, all as more fully set forth herein.

D. Pursuant to the provisions of Section 14.2.1 of the Declaration, the Declaration may be amended by the approval of not less than two-thirds (2/3rds) of the Owners of Lots and the consent of the Declarant to the same. On July 1, 2019 at a meeting duly called by the Association, this Second Amendment was approved by more than two-thirds (2/3rds) of the Owners.

NOW THEREFORE, the Association declares as follows:

1. Defined Terms. Capitalized terms in this Second Amendment shall have the meaning ascribed in the Declaration, unless otherwise defined in this Second Amendment.

2. Landscaping Restrictions and Height Limitations on Certain Lots. Section 9.7 of the Declaration and Amended and Restated First Amendment is deleted in its entirety and the following is inserted in lieu thereof:

“9.7 Landscaping Restrictions: Height Limitation on Landscaping and Improvements on Rear Yards and Side Yards of Certain Lots. Each Owner, within forty-five (45) days of closing on the Owner’s Lot, shall landscape his or her Lot. Such landscaping shall be submitted to the Design Review Committee for its review and approval prior to the installation of landscaping. Additionally, with the exception of Residences and Improvements that are originally constructed by the Builder on a Lot, no landscaping, trees, bushes or shrubs of any type or nature (collectively, the “Landscaping”) or any other Improvement in the rear yard or side yard of any Restricted Lot shall be allowed to exceed a height of six (6) feet. As used herein, the term "Restricted Lot" shall refer to Lots 1-15, inclusive, Lots 31-62, inclusive, Lots 74-80, inclusive, Lots 99-149, inclusive and Lots 152-157, inclusive. Further, Lots where a masonry stacked wall occurs [identified as Lots 1-15, inclusive, Lots 99-106, inclusive and Lots 111-119, inclusive] shall maintain Landscaping a minimum of five (5) feet from the stacked masonry wall. To the extent the Design Review Committee determines that Landscaping on any non-Builder constructed Improvement in the rear yard or side yard of a Restricted Lot exceeds six (6) feet in height or that specified Lots fail to maintain Landscaping a minimum of five (5) feet from the stacked masonry wall following notice of such violation to the Owner of the Lot and the failure of the Owner to remedy the violation, the Association is authorized to exercise any and all remedies to remove the Landscaping or non-Builder constructed Improvement from the rear yard or side yard of the Lot, including but not limited to (i) ordering the Owner of the Lot that is in violation of this Section 9.7 to trim, top, prune or remove the Landscaping so that it is less than six (6) feet in height in the rear yard or side yard of the Lot and a minimum of five (5) feet from the stacked masonry wall, or (ii) entering onto the Lot to either remove the non-Builder constructed Improvement or to trim, top, prune or remove the Landscaping (at the sole cost and expense of the Owner of the Lot) so that the same no longer exceeds six (6) feet in height or is a minimum of five (5) feet from the stacked masonry wall. The Association Rules and/ or Design Review Committee may include procedures related to the enforcement of the provisions of the Declaration regarding the Lot side yards and rear yards that are consistent with this Section.”

3. Except as specifically modified by this Second Amendment, the Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Declaration the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch to be duly executed on the 22nd day of July, 2019.

Association

WALDEN RANCH HOMEOWNERS ASSOCIATION,
an Arizona non-profit corporation

By [Signature]
Its: President

By [Signature]
Its: Secretary

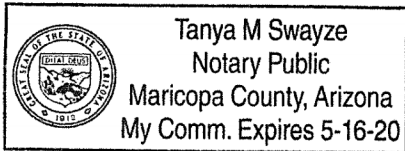
SIGNED IN COUNTERPART

STATE OF ARIZONA)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by James M. Chamberlain, the President of WALDEN RANCH HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of said corporation.

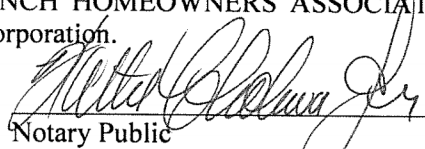
[Signature]
Notary Public

Commission Expires:



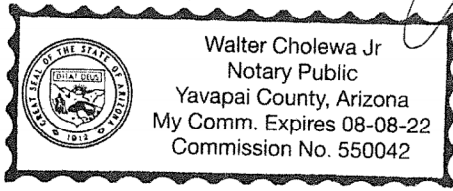
STATE OF ARIZONA)
County of YAVAPAI)^{ss})

The foregoing instrument was acknowledged before me this 22 day of July, 2019, by Ellen Carpenter, the Secretary of WALDEN RANCH HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, on behalf of said corporation.



Notary Public

Commission Expires: 8-8-22



APPROVAL OF DECLARANT:

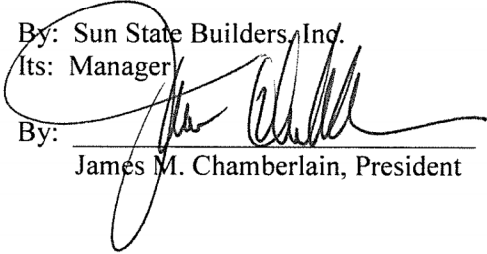
The undersigned, CHAMBERLAIN DEVELOPMENT, L.L.C, an Arizona limited liability company, the Declarant under the Declaration, as defined above, does hereby approve the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch and for the recordation thereof.

Dated this 22nd day of July, 2019.

Declarant

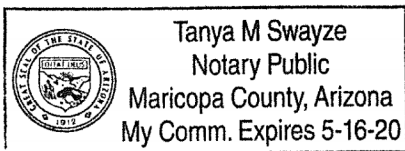
CHAMBERLAIN DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: Sun State Builders, Inc.
Its: Manager

By: 
James M. Chamberlain, President

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by James M. Chamberlain, as President of Sun State Builders, Inc., as Manager of CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company, on behalf of said company.




Notary Public

When recorded, return to:

Chamberlain Development, L.L.C.
1050 W. Washington Street, Suite 214
Tempe, Arizona 85281
Attn: Tanya M. Swayze

**DECLARATION
OF ANNEXATION
FOR
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WALDEN RANCH**

This Declaration of Annexation for Covenants, Conditions and Restrictions for Walden Ranch (the "Declaration of Annexation") is made this 12th day of August, 2019, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant").

RECITALS

A. On November 28, 2016 Declarant caused the "Declaration of Covenants, Conditions, Restrictions and Easements for Walden Ranch" dated November 15, 2016 to be recorded at Instrument No. 2016-0059764 of the Official Records of Yavapai County, Arizona, which was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of July 31, 2017 and recorded on August 10, 2017 at Instrument No. 2017-0040918 and which was amended by that certain Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated as of October 25, 2017 and recorded on October 27, 2017 at Instrument No. 2017-0055966, and further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Ranch dated July 22, 2019 and recorded July 25, 2019 at Instrument No. 2019-0037929 (collectively, the "Declaration"). Unless otherwise described herein, all capitalized terms shall have the meanings ascribed in the Declaration.

B. Declarant holds an option to purchase the real property legally described on Exhibit "A" attached hereto and incorporated herein.

C. The real property legally described on Exhibit "A" attached hereto (the "Property") is a part of the Additional Property, as that term is defined in Section 1.1 the Declaration.

D. Declarant now proposes to annex the real property legally described on Exhibit "A" to the Property which is subject to all terms and provisions of the Declaration and Declarant desires to consent to the annexation of the real property legally described on Exhibit "A" attached hereto into the Property, all in accordance with the more specific terms and provisions thereof.

NOW, THEREFORE, it is hereby established as follows:

1. Annexation of Property; Consent. Pursuant to Section 2.4 of the Declaration, Declarant hereby annexes the real property legally described on Exhibit "A" attached hereto into the Property and following the recordation hereof, such real property shall be subject to and under the purview of the

Declaration, and the real property legally described on Exhibit "A" attached hereto is declared a part of the Property. Declarant hereby consents to the annexation of the real property legally described on Exhibit "A" attached hereto to be under the purview of the Declaration and to the inclusion of such real property to be a part of the Property.

2. Declaration of Annexation. This Declaration of Annexation shall be deemed a "Declaration of Annexation" pursuant to the terms and provisions of the Section 2.4 of the Declaration and is subsidiary and supplementary to the Declaration. If any provision of this Declaration of Annexation is inconsistent with any provision of the Declaration, the provision of the Declaration shall control.

3. Capitalized Terms. Except as specifically defined in this Declaration of Annexation, capitalized terms used herein shall have the meanings as defined in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Annexation to be duly executed on the 12th day of August, 2019.

DECLARANT:

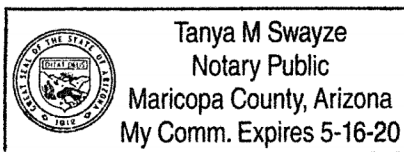
CHAMBERLAIN DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: Sun State Builders, Inc.
An Arizona corporation
Its: Manager

By: Mark T. Guerra
Mark T. Guerra Agent

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of August, 2019, by Mark T. Guerra as Agent of SUN STATE BUILDERS, INC., an Arizona corporation, the Manager of CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company, on behalf of said company.



Tanya M Swayze
Notary Public

CONSENT AND AGREEMENT OF OWNER OF PROPERTY TO ANNEXATION:

The undersigned, JAMES 110 INVESTMENT, LLC, an Arizona limited liability company, is the owner of the Property described on Exhibit "A" and does hereby consent to the terms and conditions of, and the recordation of, the foregoing Declaration of Annexation for Covenants, Conditions and Restrictions for Walden Ranch against the Property and agrees that the Property shall be bound by the terms and conditions hereof following the recordation thereof.

JAMES 110 INVESTMENT, L.L.C.,
an Arizona limited liability company

By: Mark T. Guerra
Mark T. Guerra, Agent

Dated: August 12, 2019

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of August, 2019 by Mark T. Guerra, as Agent of JAMES 110 INVESTMENT, L.L.C., an Arizona limited liability company, on behalf of said company.

Tanya M Swayze
Notary Public

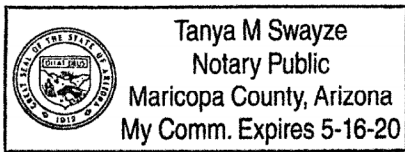


EXHIBIT A

Legal Description of Additional Property

That certain real property located in Yavapai County, Arizona and legally described as follows:

Lots 186 through 195, inclusive and Tract V, of WALDEN RANCH PHASE 5 EAST, according to plat of record in Document No. 2019-0034008, records of Yavapai County, Arizona.