

**FIRST AMERICAN TITLE**

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3488

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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20070220491 02/23/2007 11:26  
3488-4-1-1--  
ELECTRONIC RECORDING

**SUPPLEMENT TO  
COMMUNITY CHARTER FOR MARLEY PARK  
(Landscape Maintenance)**

This Supplement to Community Charter for Marley Park (this “**Supplement**”) is made effective this 5<sup>th</sup> day of January, 2007, by MARLEY PARK LLC, an Arizona limited liability company (the “**Founder**”).

A. The Founder executed the Community Charter for Marley Park (the “**Charter**”) and recorded said document in the official records of Maricopa County, Arizona on April 23, 2004, as Document No. 04-0440662; and

B. The Charter was amended pursuant to that certain First Amendment to Community Charter for Marley Park recorded in the official records of Maricopa County, Arizona on July 28, 2006, as Document No. 20051065776, and was further amended pursuant to that certain Second Amendment to Community Charter for Marley Park recorded in the official records of Maricopa County, Arizona on December 15, 2006, as Document No. 20061639744; and

C. The real property that is subject to the Charter is being developed as a master planned community located in the City of Surprise, Maricopa County, Arizona, commonly known as Marley Park (the “**Development**”); and

D. Section 7.1 of the Charter contemplates that certain maintenance responsibilities within the Development may be assumed the Association; and

E. Section 11.2 of the Charter contemplates that Founder may dictate by Supplement to the Charter that property within the Development be designated as Areas of Common Responsibility; and

F. The Founder now wishes to amend the Charter to reflect such assumption of responsibilities and designation of certain property as Areas of Common Responsibility as set forth herein.

NOW, THEREFORE, the Founder declares that the Charter is hereby supplemented as follows:

1. Landscape Maintenance. Notwithstanding anything to the contrary set forth in the second paragraph of Section 7.1 of the Charter, and notwithstanding the provisions of any prior

recorded Supplement (including without limitation provisions relating to "Streetscape Areas"), the Association hereby assumes the responsibility for maintaining all landscaping, including trees, within that portion of any Common Area, public right-of-way, or private street lying between a Unit boundary and any wall, fence or curb located on the Common Area, public right-of-way, or private street within ten (10) feet of the Unit boundary. Such areas are hereby designated as Areas of Common Responsibility.

2. Reservation of Existing Rights, Responsibilities and Remedies. The foregoing does not limit or otherwise affect the existing responsibility of each Owner to maintain, replace and repair any irrigation lines attached to his or her dwelling, including without limitation irrigation lines serving the landscaping referenced in Paragraph 1 above. If any such irrigation line serving such landscaping is in need of maintenance, replacement or repair, or if the supply of water from such line is in need of adjustment, as determined by the Association, and the Owner fails to properly maintain, replace or repair the irrigation line (or to properly adjust the flow of water from the irrigation line) in a timely manner after receiving notice from the Association, then the Association (a) reserves all rights and remedies under the Charter to enforce the obligation of the Owner to undertake such maintenance, replacement, repair or adjustment, including without limitation the right to exercise self-help and to charge the Owner for all costs incurred by the Association in so doing, and (b) reserves the right to recover from such Owner any costs incurred to replace any trees, bushes, shrubs or other landscaping that is damaged or destroyed as a result of such failure to maintain, replace, repair or adjustment.

3. Binding Effect. This Supplement shall run with the land, shall be binding on all parties having or acquiring any right, title or interest in any real property that is now or hereafter subject to the Charter, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Charter.

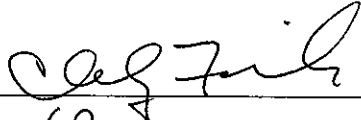
4. Amendment. This Supplement may be amended in the same manner as the Charter may be amended in accordance with the provisions of the Charter.

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

FOUNDER: MARLEY PARK LLC, an Arizona limited liability company

By: DMB COMMUNITIES LLC, an Arizona limited liability company, its Manager

By: DMB Associates, Inc., an Arizona corporation, its Manager

By:   
Its: V.P.

STATE OF ARIZONA        )  
                                      )  
County of Maricopa        )        ss.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2007 by Charley Frerichs, the vice president of DMB Associates, Inc., an Arizona corporation, in its capacity as Manager of DMB Communities LLC, an Arizona limited liability company, in its capacity as Manager of MARLEY PARK LLC, an Arizona limited liability company, on behalf of the latter limited liability company.

Toni K. Grucky  
Notary Public

My Commission Expires:



**CONSENT OF MARLEY PARK COMMUNITY ASSOCIATION, INC.**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Marley Park Community Association, Inc., an Arizona non-profit corporation, hereby consents to, ratifies and approves the foregoing Supplement.

MARLEY PARK COMMUNITY ASSOCIATION,  
INC., an Arizona non-profit corporation

By: Paula Randolph  
Its: President

STATE OF ARIZONA        )  
                                  )  
County of Maricopa        )        ss.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2007, by Paula Randolph, the President of MARLEY PARK COMMUNITY ASSOCIATION, INC., an Arizona non-profit corporation, on behalf of the non-profit corporation.

Toni K. Grucky  
Notary Public

My Commission Expires:

