

**Master Subdivision Plat]** by subdividing the Property into Lots and Tracts and selling and conveying Lots to Builders for the purpose of the construction and sale of Dwelling Units thereon to third parties. All Lots and Tracts within the Property shall be held, conveyed, hypothecated, encumbered, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, as amended or modified from time to time; provided, however, that such portions of the Property which are dedicated to the public or a governmental entity for public purposes shall not be subject to this Declaration or the Covenants herein contained while owned by the public or the governmental entity, although any restrictions imposed in this Declaration upon the Owners or the Residents concerning the use and maintenance of such portion or portions of the Property shall at all times apply to the Owners and the Residents. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property, and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Master Association, all Owners and Residents and their successors in interest. By acceptance of a Deed or by acquiring any interest in any portion of the Property, each Person, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the covenants now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development, sale, and use of the Property and hereby evidences his interest that all Covenants contained in this Declaration shall run with the land and be binding upon all subsequent and future owners, grantees, purchasers, assignees, tenants and transferees thereof. Each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Master Association and all Owners. Declarant, his successors, assigns and grantees, covenant and agree that the Lots, Tracts, Memberships in the Master Association and the other rights appurtenant to such Lots and Tracts shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with his respective Lot or Tract even though the description in the instrument of conveyance or encumbrance may refer only to the Lot or Tract.

**2.2 Master Association Bound.** Upon issuance of a Certificate of Incorporation by the Arizona Corporation Commission to the Master Association, the Covenants shall be binding upon and shall benefit the Master Association.

**2.3 Subsidiary Associations Bound.** Any and all Subsidiary Associations created pursuant to **Section 6.6** of this Declaration shall be bound by and, to the extent specifically set forth in this Declaration, benefited by the Covenants.

**2.4 Disclaimer of Representations.** Notwithstanding anything to the contrary herein, the Declarant makes no warranty or representation whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that the Property is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be