



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993733A-CHI2

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993733A-CHI2

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-993733A-CHI2

Property Address: Artesia Condominiums, Scottsdale, AZ 85253

Revision No.:

Issuing Office: 30 North La Salle, Suite 2700, Chicago, IL 60602-3847

Issuing Office File No.: NCS-993733A-CHI2

Escrow Officer: Name: Brett Budd

Email:

Phone: (800)333-3993

Title Officer: Name: Laura Hardy

Email:

Phone: (800)333-3993

SCHEDULE A

1. Commitment Date: May 12, 2022, at 8:00 AM

2. Policy to be issued:

(a) ☒ ALTA® 2006 Extended Owner's Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$0.00

(b) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$0.00

(c) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple, as to Parcel No. 1 and Easement, as to Parcel Nos. 2 through 5

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Artesia Multifamily Owner LLC, a Delaware limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993733A-CHI2

Commitment No.: NCS-993733A-CHI2

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

6. Pay second half of 2021 taxes.

(Now delinquent and interest must be added)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

NOTE: See attached tax sheets for the following 379 Parcel Numbers:

174-23-184 1 through 174-23-451 7; 174-23-475 9 through 174-23-582 9; and 174-23-591 8 through 174-23-593 2

(Affects all Units)

7. Proper evidence showing that all assessments due and payable, levied by Artesia Condominiums Homeowners Association, have been paid to and including the closing date of this transaction.
8. Proper evidence showing that all assessments due and payable, levied by McCormick Ranch Property Owners Association, Inc, have been paid to and including the closing date of this transaction.
9. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
10. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

11. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
12. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Artesia Multifamily Owner LLC, a limited liability company.
13. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
14. Record Warranty Deed from Artesia Multifamily Owner LLC, a Delaware limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

15. Such further requirements as may be necessary after completion of the above.
16. Return to title department for final recheck before recording.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993733A-CHI2

Commitment No.: NCS-993733A-CHI2

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

1. Taxes for the full year of 2022.
(The first half is due October 1, 2022 and is delinquent November 1, 2022. The second half is due March 1, 2023 and is delinquent May 1, 2023 .)
2. Any charge upon said land by reason of its inclusion in Artesia Condominiums Homeowners Association. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in McCormick Ranch Property Owners Association, Inc. (All assessments due and payable are paid.)
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Artesia Land Division, as recorded in Plat Book 950 of Maps, Page(s) 4, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Artesia Condominiums, as recorded in Plat Book 952 of Maps, Page(s) 3, First Amendment recorded in Plat Book 1407 of Maps, Page 33 and Affidavit of Correction recorded November 6, 2007 as 2007-1193501 of Official Records, Affidavit(s) of Change recorded December 7, 2007 as 2007-1290799 of Official Records, December 7, 2007 as 2007-1290800 of Official Records, December 20, 2007 as 2007-1331393 of Official Records and December 22, 2008 as 2008-1075796 of Official Records and Affidavit of Correction recorded September 25, 2018 as 2018-0720603 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

7. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 9148, Page 706; Amendment recorded as Docket 12749, Page 676; Certificate of Amendment recorded as Docket 14056, Page 1401 and recorded as 2015-767121 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

8. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 10454, Page 1211 and Assignment of Declarant's Interest recorded April 12, 1983 as 83-133377 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 10454, Page 1224; Amendment recorded December 24, 1976 as Docket 12003, Page 240 and re-recorded April 23, 1985 as 85-181000 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

10. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 12015, Page 544 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

11. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 12632, Page 1427 and Assignment of Declarant's Interest recorded April 12, 1983 as 83-133378 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

12. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 12632, Page 1438 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

13. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 14037, Page 26 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

14. Covenants, Conditions and Restrictions as set forth in document recorded in Docket 14037, Page 30 and Assignment of Declarant's Interest recorded June 2, 1983 as 83-211674 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

15. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded February 2, 2009 as 2009-084789 of Official Records; First Amendment recorded February 2, 2009 as 2009-085363 of Official Records and Confirmatory Declaration of Annexation of Future Annexable Property recorded November 18, 2009 as 2009-1063324 of Official Records; and Second Amendment recorded December 06, 2016 as 2016-0900197 of Official Records; and Assignment of Declarant's Rights recorded December 21, 2016 as 2016-0939281 of Official Records; and Assignment of Declarant's Rights recorded December 22, 2016 as 2016-0945863 of Official Records; and Assignment of Declarant Rights recorded January 7, 2021, as 2021-0016654 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects all Units)

16. Covenants, Conditions and Restrictions as set forth in document recorded in 2009-083974 of Official Records and Assignment of Declarant Rights recorded January 7, 2021, as 2021-0016655 of Official Records and Thereafter, Termination of Retail Parking Easement recorded November 29, 2021 as 2021-1259642 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

17. Covenants, Conditions and Restrictions as set forth in document recorded in 2009-083975 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects all Units)

18. The terms and provisions contained in the document entitled "Covenant and Agreement to Hold Property as One Parcel" recorded March 11, 1998 as 98-188195 of Official Records; re-recorded March 25, 1999 as 99-281390 of Official Records and re-recorded March 29, 1999 as 99-290276 of Official Records.

(Affects all Units)

19. The terms and provisions contained in the document entitled "Development Agreement" recorded October 29, 1998 as 98-973940 of Official Records and Amendment recorded November 14, 2005 as 2005-1716871 of Official Records.

(Affects all Units)

20. An easement for underground public utilities and incidental purposes in the document recorded as Docket 9461, Page 335.

(Affects Common Areas)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

21. An easement for levees, dikes, ditches, canals, other work of drainage control and incidental purposes in the document recorded as Docket 10415, Page 774.

(Affects Common Areas)
22. An easement for water lines, service road and incidental purposes in the document recorded as Docket 10422, Page 620.

(Affects Common Areas)
23. An easement for drainway, maintenance and incidental purposes in the document recorded as Docket 10422, Page 627.

(Affects Common Areas)
24. An easement for drainage of surface water and incidental purposes in the document recorded as Docket 12420, Page 1279.

(Affects Common Areas)
25. An easement for electric lines and incidental purposes in the document recorded as Docket 12422, Page 656.

(Affects Common Areas)
26. An easement for public utilities, emergency vehicles, refuse collection and drainage and incidental purposes in the document recorded as Book 226 of Maps, Page 38.

(Affects Common Areas)
27. An easement for gas lines and incidental purposes in the document recorded as 2004-1124931 of Official Records.

(Affects Common Areas)
28. An easement for utility lines and incidental purposes in the document recorded as 2008-496568 of Official Records.

(Affects Common Areas)
29. An easement for gas lines and incidental purposes in the document recorded as 2008-762579 of Official Records.

(Affects Common Areas)
30. All matters as set forth in Map of Easement Release "Artesia Condominiums", recorded September 4, 2018 as Book 1407 of Maps, Page 23.

(Affects all Units)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

31. The terms and provisions contained in the document entitled "Cooperation Agreement" recorded February 02, 2022 as 2022-0101318 of Official Records.

(Affects all Units)

32. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by by Eric Sostrom, RLSN 41894 of Survey Innovation Group, Inc. on September 23, 2020, last revised December 28, 2020, designated Job No. 2011-190:
(A) Roadway crosses into the future improvements on the Southern portion of the Land;
(B) Electric easement referenced in Exception 32 crosses onto the future improvements of Building 7171B;
(C) Utility easement referenced in Exception 35 crosses onto the future improvements of Building 7171C along with future improvements Building 7117A,B,C,D, and I.

33. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

34. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

35. Water rights, claims or title to water, whether or not shown by the public records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-993733A-CHI2

File No.: NCS-993733A-CHI2

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

UNITS 1301 THROUGH 1306 INCLUSIVE, OF BUILDING 7117A;

UNITS 1307 THROUGH 1312 INCLUSIVE, OF BUILDING 7117B;

UNITS 1313 THROUGH 1321 INCLUSIVE, OF BUILDING 7117C;

UNITS 1322 THROUGH 1330 INCLUSIVE, OF BUILDING 7117D;

UNITS 1331 THROUGH 1336 INCLUSIVE, OF BUILDING 7117E;

UNITS 1337 THROUGH 1345 INCLUSIVE, OF BUILDING 7117F;

UNITS 1346 THROUGH 1351 INCLUSIVE, OF BUILDING 7117G;

UNITS 1352 THROUGH 1357 INCLUSIVE, OF BUILDING 7117H;

UNITS 1358 THROUGH 1366 INCLUSIVE, OF BUILDING 7117I;

UNITS 1201 THROUGH 1215 INCLUSIVE, OF BUILDING 7171A;

UNITS 2201 THROUGH 2216 INCLUSIVE, OF BUILDING 7171A;

UNITS 3201 THROUGH 3214 INCLUSIVE, OF BUILDING 7171A;

UNITS 4201 THROUGH 4211 INCLUSIVE, OF BUILDING 7171A;

UNITS 1216 THROUGH 1233 INCLUSIVE, OF BUILDING 7171B;

UNITS 2220 AND 2232 INCLUSIVE, OF BUILDING 7171B;

UNITS 3215 AND 3217 INCLUSIVE, OF BUILDING 7171B;

UNITS 3219 AND 3229 INCLUSIVE, OF BUILDING 7171B;

UNITS 3231 AND 3232 INCLUSIVE, OF BUILDING 7171B;

UNITS 4212 THROUGH 4224 INCLUSIVE, OF BUILDING 7171B;

UNITS 1234 THROUGH 1251 INCLUSIVE, OF BUILDING 7171C;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

UNITS 2237 AND 2249 INCLUSIVE, OF BUILDING 7171C;

UNITS 3233 AND 3234 INCLUSIVE, OF BUILDING 7171C;

UNITS 3236 THROUGH 3246 INCLUSIVE, OF BUILDING 7171C;

UNITS 3248 THROUGH 3250 INCLUSIVE, OF BUILDING 7171C;

UNITS 4225 THROUGH 4237 INCLUSIVE, OF BUILDING 7171C;

UNITS 1252 THROUGH 1267 INCLUSIVE, OF BUILDING 7171D;

UNITS 2253 THROUGH 2269 INCLUSIVE, OF BUILDING 7171D;

UNITS 3251 THROUGH 3265 INCLUSIVE, OF BUILDING 7171D;

UNITS 4238 THROUGH 4250 INCLUSIVE, OF BUILDING 7171D;

OF ARTESIA CONDOMINIUMS, A CONDOMINIUMS AS CREATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION RECORDED AS 2009-0084789 OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AS 2009-085363 OF OFFICIAL RECORDS AND CONFIRMATORY DECLARATION OF ANNEXATION OF FUTURE ANNEXABLE PROPERTY RECORDED AS 2009-1063324 OF OFFICIAL RECORDS AND AS SHOWN ON THE PLAT OF SAID CONDOMINIUM AS RECORDED AS BOOK 952 OF MAPS, PAGE 3; AND FIRST AMENDMENT RECORDED AS BOOK 1407 OF MAPS, PAGE 33; AND AFFIDAVIT OF CORRECTION RECORDED AS 2007-1193501 OF OFFICIAL RECORDS; AND AFFIDAVIT(S) OF CHANGE RECORDED AS 2007-1290799 OF OFFICIAL RECORDS; AND RECORDED AS 2007-1290800 OF OFFICIAL RECORDS; AND RECORDED AS 2007-1331393 OF OFFICIAL RECORDS; RECORDED AS 2008-1075796 OF OFFICIAL RECORDS, AND AFFIDAVIT OF CORRECTION RECORDED AS 2018-0720603 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA.

EXCEPT ALL GROUNDWATER'S UNDERLYING SAID PROPERTY AS RESERVED IN DEED RECORDED AS DOCKET 10454, PAGE 1224; FIRST AMENDMENT RECORDED AS DOCKET 12003, PAGE 240 AND RE-RECORDED AS 85-181000 OF OFFICIAL RECORDS AND RECORDED AS DOCKET 12632, PAGE 1438, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

EASEMENT RIGHTS GRANTED AND DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 2, 2009 AS 2009-084789 OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED FEBRUARY 2, 2009 AS 2009-085363 OF OFFICIAL RECORDS AND CONFIRMATORY DECLARATION OF ANNEXATION OF FUTURE ANNEXABLE PROPERTY RECORDED NOVEMBER 18, 2009 AS 2009-1063324 OF OFFICIAL RECORDS; AND SECOND AMENDMENT RECORDED DECEMBER 06, 2016 AS 2016-0900197 OF OFFICIAL RECORDS; AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED DECEMBER 21, 2016 AS 2016-0939281 OF OFFICIAL RECORDS; AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED DECEMBER 22, 2016 AS 2016-0945863 OF OFFICIAL RECORDS; AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED JANUARY 7, 2021 AS 2021-0016654 OF OFFICIAL RECORDS.

PARCEL NO. 3:

EASEMENT RIGHTS GRANTED AND DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 2, 2009 IN 2009-083974 OF OFFICIAL RECORDS AND THEREAFTER, TERMINATION OF RETAIL PARKING EASEMENT RECORDED NOVEMBER 29, 2021 AS 2021-1259642 OF OFFICIAL RECORDS.

PARCEL NO. 4:

EASEMENT RIGHTS GRANTED AND DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 2, 2009 IN 2009-083975 OF OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

PARCEL NO. 5:

EASEMENT RIGHTS GRANTED AND DESCRIBED IN THE DOCUMENT RECORDED OCTOBER 14, 1987 AS 87-632658 OF OFFICIAL RECORDS AND AMENDED BY DOCUMENT RECORDED AUGUST 10, 2000 AS 2000-610698 OF OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.