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DATE/TIME: 12/16/2021 1521
FEE: \$30.00
PAGES: 13
FEE NUMBER: 2021-159364

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
CASA GRANDE LINKS**

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
CASA GRANDE LINKS**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions Casa Grande Links recorded on August 3, 1999 at Fee No. 1999-035271 in the official records of Pinal County, Arizona and the First Amendment to Declaration of Covenants, Conditions and Restrictions Casa Grande Links recorded on December 28, 2007 at Fee No. 2007-140449 (collectively, "Original Declaration") provide that their terms and conditions may be amended by Owners representing a majority of the Lots;

NOW THEREFORE, pursuant to A.R.S. §33-1817 and the Original Declaration, Owners representing a majority of the Lots, by their written consent, have approved the following Amended and Restated Declaration of Covenants, Conditions and Restrictions Casa Grande Links which shall replace and supersede the Original Declaration in its entirety, and shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and inure to the benefit of each Owner.

**ARTICLE 1
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to Casa Grande Links Homeowner's Association, an Arizona nonprofit corporation, its successors and assigns.

Section 1.2 "Board" shall mean the board of directors of the Association.

Section 1.3 "Common Area" shall mean all real property owned by the Association and the improvements thereon.

Section 1.4 "Lot" shall mean the numbered plots of land shown on the Plat.

Section 1.5 "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot which is part of the Properties, but excluding Persons holding an interest merely as security for the performance of an obligation.

Section 1.6 "Person" shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

Section 1.7 "Plat" shall mean the plat for Casa Grande Links recorded in Cabinet C, slide 90 in the official records of Pinal County, Arizona.

Section 1.8 "Property" or "Properties" shall mean and refer to that certain real property described on the Plat.

Section 1.9 "Rules" shall mean the rules, regulations and policies adopted by the Board pursuant to its authority under Article 4, Section 4.5.

ARTICLE 2 USES AND RESTRICTIONS

Section 2.1 Private Residential Purposes; Minimum Building Standards. All Lots shall be used for residential purposes; provided, however, that a home occupation shall be allowed under the following conditions: (i) it is contained wholly within a residence; (ii) it does not involve frequent or annoying traffic by Persons coming on the Property; and (iii) it does not create noise, inconvenience, or disturbance to other residents of the Property. All lots shall be subject to the following minimum building standards: (i) no residence shall be built that is less than one-thousand and five-hundred (1500) square feet; (ii) no residence or other structure shall exceed one (1) story; (iii) each residence must have a minimum two-car garage; and (iv) the front of each Lot shall be landscaped.

Section 2.2 Signs. No signs shall be erected, placed or permitted to remain on any Lot except: (i) a "For Lease" or "For Sale" sign; (ii) political signs as set forth in A.R.S. §33-1808; (iii) signs required by legal proceedings; and (iv) such other signs as may be approved by the Board.

Section 2.3 Animals. No animals, including but not limited to horses, livestock, poultry, or bees, shall be kept or maintained on any Lot; provided, however, that a reasonable number of dogs, cats, fish, and other household pets may be kept on a Lot so long as such pets are not kept for commercial purposes, do not make objectionable noises and are not kept in such number or manner as to otherwise cause a nuisance or inconvenience to any residents within the Property and are kept in compliance with all existing applicable local ordinances.

Section 2.4 Nuisances. No rubbish or debris of any kind shall be allowed to accumulate or be placed on any Lot so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to other occupants within the Property, and no noise, condition, or activity shall exist on any Lot which is or may be unsightly, offensive or detrimental to other residents within the Property. The Board shall have the right to determine, in its sole discretion, whether any act or condition on a Lot constitutes a nuisance, including an Owner's failure to maintain his Lot and the improvements thereon in a neat and attractive condition. Any violation of a federal, state or municipal law shall be deemed a nuisance.

Section 2.5 Trash Containers. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. Trash containers shall not be kept in the front yard except when in use, or on the street or driveway except during times of collection.

Section 2.6 Vehicles; Recreational Equipment. At no time shall there be any outside storage of unregistered motor vehicles or vehicles in any stage of repair. No recreational vehicles (including, but not limited to, motorhomes, campers, trailers, and boats) shall be parked on a Lot except behind an RV gate in space provided by the original builder; provided, however, that such recreational vehicles may be parked on the driveway for a period of not more than forty-eight (48) hours for the purpose of loading or unloading or for providing parking for guests of the occupant of a Lot. The use or occupancy of recreational vehicles as living quarters on either a temporary or permanent basis is strictly prohibited.

Section 2.7 Temporary Structures; Antennas; Satellite Dishes. No structure of a temporary character may be installed, placed, or erected on any Lot without the prior written approval of the Association. No exterior antenna or other device for the transmission or reception of television, radio or other signals (except television antennae and fixed wireless devices that are one (1) meter or less in diameter) shall be erected or maintained on any Lot or the improvements thereon without the Association's prior written approval.

Section 2.8 Leasing.

A. No portion of a Lot may be leased other than the entire Lot, and then only to a single family (any number of people related by blood, marriage or adoption, or no more than four (4) unrelated persons customarily living together as a single household).

B. At least ten (10) days before the commencement of a lease term for a Lot, the Owner thereof shall provide the following information to the Association in writing:

- (i) the commencement date and expiration date of the lease term;
- (ii) the names and contact information of any adults occupying the Lot during the lease term;
- (iii) a description and the license plate numbers of the tenants' vehicles; and
- (iv) the address and telephone number at which the Owner (or Owner's agent) can be contacted by the Association during the lease term.

C. Any agreement for the lease of a Lot shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Rules and that any failure by the tenant to comply with the terms thereof shall be a default under the lease. Any Owner who leases a Lot must provide the tenant with copies of this Declaration and the Rules. The Owner shall be liable for any violation of this Declaration or the Rules by his tenants or other persons residing in the Lot, their guests or invitees, and in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

Section 2.9 Architectural Control. No building, fence, wall or other structure shall be constructed, erected, or placed upon a Lot, nor shall any addition or alteration be made which in

any way alters the exterior appearance of a Lot or the improvements thereon (including, but not limited, changing paint color) until the plans and specifications showing construction details, including the nature, shape, height, materials, color, and location thereof, shall have been submitted to and approved in writing by the Board or an architectural committee thereof. In the event that the Association fails to approve or disapprove any such plans within thirty (30) days after an Owner's submission, approval thereof shall be deemed granted.

Section 2.10 Maintenance Obligation. The maintenance, repair, upkeep of a Lot and all the improvements thereon shall be the sole responsibility of each Owner, including, but not limited to the following: (i) all sewer lines on the lot and the sewer line from the Lot to its connection to the main sewer line in the street; and all exterior lighting fixtures located within the Lot and in the Common Area if such lighting is metered to his Lot. Each owner shall also maintain, repair and repaint (if applicable), the perimeter wall on their Lot. All maintenance shall be undertaken in a manner and with such frequency as shall keep each Lot in an attractive and well-kept condition.

Section 2.11 Right to Take Corrective Action. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or is being used or is in such a condition that otherwise violates this Declaration, the Board of Directors may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the Owner that unless corrective action is taken within a reasonable time (not less than thirty (30) days), the Board may cause such action to be taken at said Owner's expense. If, at the expiration of such period of time, the requisite corrective action has not been taken by the Owner, the Board shall be authorized and empowered to cause such action to be taken, and the costs thereof shall become part of the assessment to which such Lot is subject.

ARTICLE 3 EASEMENTS AND COMMON WALLS

Section 3.1 Utility Easements. Easements for installation and maintenance of utilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 3.2 Common Walls. The rights and duties of co-owners with respect to any fence or wall placed upon the dividing line between two (2) Lots ("Common Wall") are as follows:

A. Each co-owner will assume the burden and be entitled to the benefits recited in this Section and, to the extent it is consistent with this Section, the general rules of law regarding party walls will be applied.

B. Each co-owner shall have reciprocal easements for support and an equal right to use such Common Wall provided that the use by one co-owner does not interfere with the use and enjoyment of the Common Wall by the other co-owner.

C. Unless other provisions of this Section are applicable, the costs of reasonable repair and maintenance of a Common Wall will be shared equally by the co-owners sharing the Common Wall. In the event any Common Wall is damaged or destroyed through the act of one adjoining co-owner, or any of the co-owners' family, guests, tenants, (whether or not such act is negligent or otherwise culpable) so as to deprive the other co-owner of the full use and enjoyment of such Common Wall, then the first of such co-owners shall rebuild and repair the Common Wall to its former condition without cost to the other co-owner.

D. In the event any Common Wall is damaged or destroyed by some cause other than the act of one of the adjoining co-owners, his/her agents, guests or family, including ordinary wear and tear and deterioration from lapse of time, then in such event, both co-owners shall promptly rebuild or repair the Common Wall to its former condition the cost of which shall be equally shared by the co-owners.

E. Any co-owner proposing to modify, make additions to or rebuild his Lot or any improvement thereon in any manner which requires the extension or other alteration of any Common Wall shall first obtain the written consent of the Board which consent shall not be granted unless the Board has received the written consent of the co-owner sharing such Common Wall.

F. In the event of a dispute between co-owners sharing a Common Wall, the dispute shall be submitted to the Board and its decision will be binding upon such co-owners.

ARTICLE 4 ASSOCIATION

Section 4.1 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.2 Voting Rights. Each Owner is entitled to one (1) vote per Lot and fractional votes shall not be allowed. In the event that a Lot is owned by more than one (1) Person and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she was acting with the authority and consent of all other Owners of the same Lot. In the event that more than one (1) vote is cast by an Owner for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void.

Section 4.3 Suspension of Voting Rights. In the event any Lot shall be in arrears in the payment of any assessment for a period of thirty (30) days, said Owner's right to vote shall be automatically suspended and shall remain suspended until such delinquency is cured.

Section 4.4 Common Area Maintenance. The Association shall be responsible for maintenance, repair and upkeep of the Common Area and any improvements thereon.

Section 4.5 Rules. The Board may adopt, amend, and repeal rules and regulations ("Rules") governing the Common Area and the conduct of Owners and their guests thereon, and, consistent with this Declaration, defining, clarifying, and/or providing procedures related to any provision of this Declaration. The Rules are deemed incorporated herein by this reference and shall have the same force and effect as if they were set forth herein.

Section 4.6 Use and Enjoyment of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- A. The provisions of this Declaration and the Rules.
- B. The right of the Association to suspend the right of such Owner to use recreational facilities in the Common Area for a period not to exceed sixty (60) days for any infraction of this Declaration and/or Rules.

An Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 4.7 Restriction on Conveyance of Common Area. The Common Area may not be alienated, released, leased, transferred, hypothecated or otherwise encumbered without the affirmative vote of Owners representing at least two-thirds (2/3) of the Lots; provided, however, that the Association, without a vote of the Owners, may grant and convey to any Person easements or rights of way in, on, over or under the Common Area for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (i) roads, streets, walks, pathways, driveways, parkways, and park areas; (ii) temporary overhead or permanent underground lines, cables, wires, conduits or other devices for the transmission of utilities and other purposes; and (iii) sewers, storm drains and pipes, water systems, and water, heating and gas lines or pipes; and (iv) any similar public or quasi-public improvements or facilities.

Section 4.8 Association Management. The Board may enter into an agreement for professional management of the Association; provided, however, that any such agreement shall not exceed a one (1) year term, which term may be renewable upon agreement of the parties, and shall be terminable by the Association, with or without cause, upon thirty (30) days' written notice and without payment of a termination fee.

ARTICLE 5
INSURANCE; DESTRUCTION OF PROPERTY

Section 5.1 Insurance by Association. The Association shall purchase and maintain certain insurance, including, but not limited to, the following:

A. Liability. A comprehensive policy of public liability insurance covering the Common Area in the kind and amounts customarily acquired or required for projects similar in construction, location and use, but in no event in an amount less than \$1,000,000.00 per occurrence for personal injury, death or property damage.

B. Directors and Officers. Liability insurance covering all directors and officers of the Association in such limits as the Board may determine from time to time.

C. Additional Association Insurance. The Association may purchase such other insurance as it may deem necessary, including without limitation, workmen's compensation and fidelity coverage against dishonest acts by directors, managers, trustees, employees or volunteers of the Association who are responsible for handling funds belonging to or administered by the Association. The fidelity insurance shall name the Association as the insured and shall provide coverage in an amount not less than one and one-half (1½) times the Association's estimated annual operating expenses and reserves.

Section 5.2 No Liability. Neither the Association nor any board member shall be liable to any Owner or other Person if any risks or hazards are not covered by the Association's insurance policies or if the amount of any Association insurance policy is not adequate.

Section 5.3 Insurance by Owner. It shall be the responsibility of each Owner to provide as the Owner sees fit, at his own expense, insurance for his Lot against loss or damage by fire or other hazards, liability, theft and other insurance covering personal property damage and loss.

Section 5.4 Damage or Destruction. In the event of damage or destruction of any Common Area due to the negligence of willful conduct of an Owner, his lessees, guests or invitees, the Association shall promptly repair, replace and rehabilitate all structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable and the cost thereof, including any attorney's fees incurred in connection therewith, shall be the personal obligation of such Owner and shall become part of the assessment to which his Lot is subject.

ARTICLE 6
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments; and (2) special

assessments for capital improvements as hereinafter defined, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees in collecting same, shall be a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees in collecting same, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 6.3 Annual Assessment. The amount of the annual assessment shall be determined by the Board and based upon the total amount of funds which the Board believes will be required during the ensuing fiscal year to pay all Association expenses including, but not limited, to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and improvements thereon; (ii) the cost of taxes, management fees, administrative expenses, insurance premiums, professional services, supplies and other expenses required for the administration and operation of the Association; and (iii) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacements. The Board of Directors shall fix the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall not impose an annual assessment that is more than twenty percent (20%) greater than the immediately preceding year's assessment unless such increase has been approved by Owners representing a majority of the Lots.

Section 6.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or any unanticipated expense; provided, however, that any such assessment shall have the approval of two-thirds (2/3) of Owners eligible to vote and voting on the matter.

Section 6.5 Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, quarterly or annual basis as determined by the Board.

Section 6.6 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment which is not paid within thirty (30) days after the due date shall become delinquent and be subject to a late fee of \$15 or 10% of the amount of the unpaid assessment (whichever is greater). No late fee may be imposed unless the Owner was provided with written notice of the

date that the assessment will be considered overdue or written notice that the assessment is overdue. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property in conformance with A.R.S. §33-1807. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6.7 Subordination of Lien. The Association's assessment lien provided for herein, including without limitation any late charges, costs of collection, and attorneys' fees incurred in connection therewith, shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Lot shall not affect the Association's assessment lien or charges, except that sale or transfer of any Lot pursuant to a trustee's sale or foreclosure of any such first deed of trust or proceeding in lieu thereof, shall extinguish the lien of such assessment charges that became due prior to any such sale, foreclosure or proceeding, including a deed in lieu of foreclosure.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration. No delays or omissions on the part of the Association in exercising its right of enforcement hereunder shall be construed as a waiver of any breach of any of the restrictions and covenants herein contained, or acquiescence and no right of action shall accrue against the Association for its neglect or refusal to exercise such right of enforcement.

Section 7.2 Attorney's Fees. In the event the Association employs an attorney to enforce an Owner's compliance with or specific performance of the terms and conditions of this Declaration or the Rules, or for any other purpose in connection with an Owner's breach of this Declaration or the Rules, such Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner. Such attorneys' fees and costs shall be collectible in the same manner as assessments.

Section 7.3 Amendments. The covenants, conditions and restrictions contained in this Declaration may be repealed, altered, or amended, or substitute covenants, conditions and restrictions adopted at any time by the vote or written consent of Owners representing fifty-one percent (51%) of the Lots. Any such amendment, executed by the President or Vice President of the Association and certifying that the amendment was made in accordance with this Section, shall be recorded with the County Recorder for Pima County, Arizona within thirty (30) days of its adoption.

Section 7.4 Interpretation. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any

adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final, conclusive, and binding as to all Persons and property benefited or bound hereby.

Section 7.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7.6 Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular, and the masculine, feminine or neuter will each include the others.

Section 7.7 Captions and Titles. All captions, titles, and headings of the Articles and Sections set forth in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any provision hereof or to be used in determining the intent or context thereof.

The undersigned hereby certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions Casa Grande Links was approved by Owners representing a majority of the Lots.

CASA GRANDE LINKS HOMEOWNER'S ASSOCIATION, an Arizona nonprofit corporation.

By:

Dyer Downing

Its: President

STATE OF ARIZONA)

) ss.

COUNTY OF PINAL)

This instrument was acknowledged before me this 8th day of DEC, 2021 by DYER DOWNING in his capacity as President of Casa Grande Links Homeowner's Association, an Arizona nonprofit corporation.

Notary Public

[Signature]

My Commission Expires:

4/28/2024



JULIUS VERGARA
Notary Public - State of Arizona
PINAL COUNTY
Commission #581578
Expires April 28, 2024