

*Hand for
PI4*

Unofficial Document



When recorded mail to:

*Circle Tree Condom
461-W-Holmes 90142
Mesquite, Az 85210*

MAI

HELEN PURCELL

98-0249158 03/31/98 10:30

TONY 1 OF 1

CAPTION HEADING: _____

DO NOT REMOVE

This is part of the official document.

*Being recorded to show Page 20
as an amendment.*

When Recorded Return To:
Pioneer National Title Ins.,
3033 N. Central Ave.
Phoenix, Arizona
Builder Services Dept.

DK1 15699PG 669

405372

MOD 858R

RESTATED DECLARATION OF HORIZONTAL PROPERTY REGIME
AND DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CIRCLE TREE CONDOMINIUMS

THIS INSTRUMENT, made as of the date hereinafter set forth by PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, as Trustee (hereinafter called the "Declarant"), or PORTER-CARDON, a partnership (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, Declarant is the declarant under a certain Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions for Circle Tree Condominiums recorded at Docket 15177, page 262 et seq., records of Maricopa County, Arizona, establishing a horizontal property regime upon certain real property situated in the City of Mesa, County of Maricopa, State of Arizona, and more fully described as follows (hereinafter sometimes called the "Parcel");

A portion of Lot 4 of "Porter Plaza", as recorded in book 186, page 40, M.C.R., being located in the NE 1/4 of Section 33, T.1N., R.5E., G.&S.R.B.&M., Maricopa County, Arizona, more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 33;

Thence N. 00° 56' 40" E., 399.95 feet along the east line of said Section 33;

Thence the following two courses along the north right-of-way line of the Superstition Freeway:

- (1.) N. 89° 58' 00" W., 660.50 feet, and
- (2.) S. 80° 38' 50" W., 24.89 feet to the true point of beginning of this description;

Thence continuing S. 80° 38' 50" W., 502.90 feet along said north R/W line, also being the south line of said lot 4;

Thence N. 09° 21' 10" W., 110.00 feet;

Thence N. 80° 38' 50" E., 87.00 feet;

Thence North, 54.64 feet;

Thence East, 31.00 feet;

Thence North, 221.68 feet;

Thence N. 89° 59' 52" E., 254.45 feet along the north line of said lot 4;

Thence along a curve to the left 193.30 feet, said curve having a radius of 180.00 feet, central angle of 61° 31' 44", long chord of 184.14 feet and tangency of 107.15 feet being along the northeasterly line of said lot 4;

Thence S. 00° 56' 40" W., 205.33 feet along the east line of said lot 4 to the true point of beginning and containing 3.261 acres.

WHEREAS, Declarant is the Owner of all the Units under such Declaration and has the right pursuant to paragraph 24 thereof to amend the same; and

WHEREAS, Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property (as hereinafter defined), or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the Unit Owners, Mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereinafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which shall run with the land and be binding upon the said Property and all parties having or acquiring any right, title, or interest in or to said Property, or any part thereof, and shall inure to the benefit of each Owner thereof, and all of which are declared to be in furtherance of a plan to promote and protect the cooperative use, conduct and maintenance of such Property and are established for the purpose of enhancing the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant, as the sole owner of the Parcel hereinbefore described and for the purposes herein set forth, declares that such Declaration is hereby amended and restated and hereafter shall be and read in its entirety as follows:

1. Definitions. As used herein, unless the context otherwise requires:

1.1 "Act" means Section 33-551 through Section 33-561, Arizona Revised Statutes.

1.2 "Association" means Circle Tree Owners Association, an Arizona nonprofit corporation, its successors and assigns, formed or to be formed by the Declarant, and unless otherwise provided, shall mean and include its Board of Directors, officers and other authorized agents.

1.3 "Buildings" means the buildings located or planned to be located on the Parcel which constitute or are to constitute a part of the Property as more fully described on the Plats attached hereto as Exhibits A through C.

1.4 "Common Elements" has the meaning defined in Section 33-551(6), Arizona Revised Statutes, including without limitation the Parcel, the roofs, walls and structural elements of the Buildings, central air/conditioning heating system (excluding any portion of such system which exclusively serves each unit), private streets, parking spaces, driveways, landscaping of the Common Elements, the swimming pools, tennis and raquetball courts, club house and recreational area,

ramadas and any other recreational facilities, and all other portions of the Property, except the Units.

1.5 "Declarant" means PIONEER TRUST COMPANY OF ARIZONA, as Trustee, its successors and assigns in the ownership of the Property for the purpose of the original development and sale thereof, and may include the Developer. "Developer" means PORTER-CARDON, a partnership, its successors and assigns as beneficiary of Declarant.

1.6 "Declaration" means the instrument by which the Property is submitted to a horizontal property regime, as from time to time amended.

1.7 "Majority" or "Majority of Owners" means the Owners of Units to which more than fifty percent (50%) of the undivided ownership of the Common Elements is appurtenant, irrespective of the total number of Owners. Likewise, any specified fraction or percentage of the Owners means the Owners of Units to which that fraction or percentage of undivided ownership of the Common Elements is appurtenant.

1.8 "Mortgage" means any recorded, filed or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Arizona law as security for the performance of an obligation, including without limitation deeds of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. "Mortgagee" means a person secured by a Mortgage, including the trustee and beneficiary, ^{Unofficial Document} deed of trust; and "Mortgagor" means the party executing a Mortgage. "First Mortgage" means a Mortgage which is the first and most senior of all Mortgages upon the same property or which is guaranteed by the United States Veterans Administration.

1.09 "Occupant" means a person or persons, other than an Owner, in rightful possession of a Unit.

1.10 "Owner" means the record owner, whether one or more persons or entities, of a fee simple title, whether or not subject to any Mortgage, to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case of Units the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the trustor.

1.11 "Parcel" means the parcel or tract of real estate described above in this Declaration, which is hereby submitted to a horizontal property regime.

1.12 "Parking Space" means each of the separate parking spaces on the parcel as shown on the Plat attached hereto as Exhibit A. "Restricted Parking Space" means each Parking Space which has been set aside for the exclusive use and benefit of the Owner of a particular Unit, as indicated on such Plat by a number in such Parking Space corresponding to the number of the Unit for which it is reserved. "Guest Parking Space" means any Parking Space which is not a Restricted Parking Space.

1.13 "Person" means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real property.

1.14 "Plats" means the various plats of the Property, as hereinbefore and hereinafter more fully described and identified, all of which are attached hereto as Exhibits A through C and are incorporated fully herein by this reference, such Plats having been recorded at Book 231 of Map, page 32, records of Maricopa County, Arizona.

1.15 "Property" means the Parcel, the Buildings and the Units comprising the horizontal property regime hereby created, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in any way pertaining thereto and all furniture, furnishings, fixtures, machinery, equipment, and appliances and personal property located thereon, intended for the mutual use, benefit and enjoyment of the Owners; and such term shall in general have the same meaning as is set forth in Section 33-551, Arizona Revised Statutes, as related to the horizontal property regime hereby created.

1.16 "Record" or "Recording" refers to record or recording in the office of the County Recorder of Maricopa County, Arizona.

1.17 "Apartment Unit" (hereinafter sometimes called "Unit") means each separate portions of the Property contained or planned to be located in the Buildings which consist or are planned to consist of one or more rooms and intended for independent use as a dwelling unit, as shown on the Plats. A Unit is an "Apartment" within the meaning of Section 33-551(1), Arizona Revised Statutes, and includes an undivided interest in the Common Elements as set forth in paragraph 3 hereof.

2. Submission of Property. Declarant hereby submits and subjects the Property to a horizontal property regime pursuant to Sections 33-551 through 33-561, Arizona Revised Statutes, to be hereafter known as CIRCLE TREE CONDOMINIUMS and does hereby declare that all of the Units shall hereafter be owned, leased, sold, conveyed and encumbered or otherwise held or disposed of subject to the terms, conditions and other provisions of this Declaration.

3. Description of the Building, the Units and the Common Elements. The entire horizontal property interest shall be constituted of the Common Elements and the Units.

3.1 Buildings. Reference is hereby made to the Plats for a description of the cubic content space of or planned for each of the Buildings and its location or planned location on the Parcel.

3.2 Units. There are or are planned to be a total of 77 Units in the Buildings. Reference is hereby made to the Plats for a description of the cubic content space of each Unit and its location or planned location within the Buildings and on the Parcel. Each Unit shall include the space enclosed and bounded by the interior unfinished surfaces of the ceiling or any extension of the elevation thereof, floor and any extension

of the elevation thereof, perimeter walls and windows thereof (or, if there is no perimeter wall, then the interior boundary thereof), together with any portion of the central air-conditioning/heating system which exclusively serves such Unit; provided, however, that no portion of the roof, bearing walls or other structural components of the Building in which each Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility, water or sewer lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of a Unit.

A Unit shall include the cubic space enclosed by any deviation from the foregoing planar surfaces and dimensions on account of sky lights, recessed lighting, lofted ceilings and other irregular features which constitute part of the original architectural design of such Unit or of alterations permitted by this Declaration.

3.3 Common Elements. A description of the Common Elements included in and comprising parts of each Building is the description referred to in subparagraph 3.1 less the descriptions of the Units referred to in subparagraph 3.2. A description of the other Common Elements is as set forth in subparagraph 1.4.

3.4 Interest in the Common Elements. The percentage interest which each Unit bears to the entire horizontal property regime, which interest shall constitute an undivided interest in the Common Unofficial Document is appurtenant to each such Unit, shall be as set forth on Exhibit D attached hereto and incorporated herein by this reference, subject to adjustment in the event additional phases are added to the horizontal property regime as hereinafter provided.

4. Association. The Association has been, or will be, formed to constitute the "Council of Co-Owners", as that term is defined in Section 33-551, Arizona Revised Statutes, and to serve as the governing body for all of the Owners for the protection, improvement, alteration, expansion, augmentation, disposal, divestment, redescription, maintenance, repair, replacement, administration and operation of the Property, the assessment of expenses, payment of losses, disposition of hazard insurance proceeds, and other matters as provided in the Act, in this Declaration, in the Articles of Incorporation of the Association (hereinafter termed the "Articles") and in the Bylaws of the Association (hereinafter called the "Bylaws"). The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws. Each Owner shall be a Member of the Association as soon and so long as he shall be an Owner. Such membership shall automatically terminate when an Owner ceases for any reason to be an Owner, and the new Owner shall likewise automatically succeed to such membership in the Association. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Unit to which it appertains (and then only to such purchaser) or by intestate succession, testamentary disposition, foreclosure of a mortgage of record or other legal process transferring fee simple title

to such Unit (and then only to the Person to whom such fee simple title is transferred). Notwithstanding the foregoing, in the event that an Owner has granted an irrevocable proxy or otherwise pledged or alienated the voting right of his Unit regarding special matters to a Mortgagee as additional security, only the vote of such Mortgagee will be recognized in regard to such special matters, if a copy of such proxy or other instrument pledging or alienating such vote has been filed with the Board of Directors. In the event that more than one such instrument has been filed, the Board of Directors shall recognize the rights of the first Mortgagee to so file, regardless of the priority of the Mortgages themselves. Any attempt to make a prohibited transfer of a membership is void and will not be recognized by or reflected upon the books and records of the Association. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record a transfer upon the books of the Association and issue a new membership to the purchaser, and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

4.1 Classes of Membership; Voting Rights of Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and, except as hereafter provided in the case of election of directors, shall be entitled to one vote for each Unit owned. When more than one Person holds ^{Unofficial Document} in any Unit, all such Persons shall be members. The voting for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Class A Unit.

Class B. The Class B member shall be the Declarant who shall hold one Class B membership for each Unit owned and shall be entitled to three (3) votes for each Unit owned. Each such vote may be cast in such proportions on any matter as Declarant may determine. Class B memberships shall cease and be converted to Class A memberships, without further act or deed, upon the happening and during the continuance of any of the following events:

(a) Upon the sale or other disposition of any Unit by Declarant, other than in connection with an assignment by Declarant of all or substantially all of its rights under this Declaration (including a pledge or assignment by Declarant to any lender as security), with respect to the Unit or Units so sold or otherwise disposed of; or

(b) With respect to all remaining Class B memberships, upon the first to occur of the following:

(i) Within ninety (90) days following the first date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) On December 31, 1986; provided, however, that if at any time prior to December 31, 1986, the Class B memberships have ceased due to the provisions of subsection (i) of this subsection (b), such Class B memberships shall be reinstated as to all Units owned by Declarant upon the annexation of any additional phase or phases and shall remain in full force and effect until the provisions of such subsection (i) have again been fulfilled.

If any lender to whom Declarant has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration succeeds to the interests of Declarant by virtue of said assignment, the Class B memberships shall not be terminated thereby, and such lender shall hold the Class B memberships on the same terms as they were held by Declarant pursuant hereto. PURSUANT TO THE TERMS OF THIS PARAGRAPH AND OF PARAGRAPH 32, THE RELATIVE VOTING RIGHTS OF THE DECLARANT AND THE OTHER UNIT OWNERS MAY CHANGE, AND CONTROL, EVEN THOUGH VESTED IN OTHER UNIT OWNERS, MAY NEVERTHELESS REVERT TO THE DECLARANT BY VIRTUE OF THE PROVISIONS OF SUCH PARAGRAPHS UPON THE ANNEXATION OF ADDITIONAL PHASES IN ACCORDANCE WITH PARAGRAPH 32.

4.2 Qualifications of Directors. Each director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner). If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director, and his place on the Board shall be ^{Unofficial Document}. The requirements of this subparagraph shall not apply to directors elected by the Class B member.

4.3 Action by Owners. To the extent permitted by the Act, all actions required to be taken by the Owners, acting as a Council of Co-Owners for the Property, shall be taken by the members of the Association acting as such Council of Co-Owners, by and through its directors and officers, such actions to include, without limitation, adoption or ratification of the Bylaws and rules and regulations for the horizontal property regime created hereby.

4.4 Additional Provisions in Articles of Incorporation and By-laws of the Association. The Articles of Incorporation and By-laws of the Association may contain any provision not inconsistent with law or with this Declaration relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents and members.

5. Use of Common Elements. Each Owner shall have the non-exclusive right to use the Common Elements in common with all other Owners as may be required for the purposes of ingress and egress to and from and the use, occupancy and enjoyment of the respective Unit owned by such Owner and of the Common Elements for their intended purposes. Such right shall extend to each occupant and the agents, servants, tenants, family members and invitees of each Owner. Such right shall be subject to such reasonable limitations and restrictions as may

from time to time be promulgated by the Board, and shall be subject to and governed by the provisions of this Declaration, the Articles and the Bylaws. Notwithstanding any other provision hereof to the contrary, except for the interior of any Unit which has been transferred by Declarant and except as may be necessary for access and egress to and from any such transferred Unit, Declarant shall be entitled to exclusive access to and occupancy of all or any portion of any Building or other Common Element or parking areas until such time as the construction thereof is complete and Declarant shall have certified the readiness of such Building, Common Element or portion thereof or parking area to the Board of Directors.

6. Limited Common Elements.

6.1 Parking Spaces. There shall be two types of Parking Spaces, called "Restricted Parking Spaces" and "Guest Parking Spaces."

6.1.1 Restricted Parking Spaces. One (1) Restricted Parking Space is set aside for the exclusive use and benefit of the Owner of the Unit bearing the same number on the Plats as such Restricted Parking Space, and such Owner shall have an exclusive easement for the use and enjoyment thereof. For example, the Parking Space designated P-102 on the Plat is set aside for the exclusive use and benefit of the Owner of Unit 102. The Owner for whom such Restricted Parking Space is set aside shall be entitled to reasonable access thereto and to the use thereof for parking purposes, subject to such rules and regulations as may be adopted by the Board of Directors from time to time. No Restricted Parking Space shall be used by any person who is not the occupant of the Unit for which it is set aside. Any attempt to permit the use of any Restricted Parking Space contrary to the terms hereof shall be void and shall not be recognized by the Association, unless expressly approved by the Board of Directors. The Association may exclude from any Restricted Parking Space any person who is not entitled to the use thereof.

6.1.2 Guest Parking Spaces. Guest Parking Spaces shall be part of the general Common Elements and may be assigned to particular Owners or held available for guest parking in accordance with rules determined by the Board of Directors from time to time. The Board shall have full authority to establish, operate, manage and adopt rules and regulations for any Guest Parking Spaces.

6.2 Patios and Balconies. Associated with each Unit is a patio, in the case of ground floor Units, or a balcony. Such patios and balconies are Limited Common Elements, as that term is defined in Arizona Revised Statutes, Section 33 551.7, and are set aside for the exclusive use and benefit of the Owner of the Unit bearing the same number on the Plats. The Owner of the Unit for which such patio or balcony is set aside shall have the sole and exclusive right to the use thereof, subject to the terms of this Declaration (including without limitation paragraphs 12 and 18 hereof) and such rules and regulations as may be adopted by the Board of Directors from time to time. Patios and balconies shall be kept in a neat, clean and safe condition by the Owners entitled to use them, and security and maintenance shall be the sole responsibility of such Owners.

The Association shall have absolutely no responsibility in the event of any theft, damage, destruction or other loss of anything located on a patio or balcony.

7. Common Expenses. The Owner of each Unit shall pay the same equal share as is assessed upon all other Units as hereinafter provided of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Declaration, the Articles and the Bylaws (which expenses are herein sometimes referred to as "Common Expenses"), including specifically, but not by way of limitation, insurance, all utilities for the Common Elements, the maintenance and repair of the Common Elements and any and all replacements and additions thereto, and reasonable reserves for contingencies, replacements or other proper purposes, including an adequate reserve fund for maintenance, repairs and replacement of those Common Elements which must be replaced on a periodic basis. The Board of Directors shall make an annual budget and attempt to assess Common Expenses in regular installments, rather than by special assessments. Each and all Units shall bear equal shares of the Common Expenses.

Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum regular assessment of Common Expenses shall be Fifty Dollars (\$50.00) per Unit per month. From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the regular assessments may be increased each year by a vote of the Board of Directors by an amount equal to the greater of (1) five percent (5%) of the regular assessment for the previous year or (2) the percentage increase in the Consumer Price Index for all ^{Unofficial Document} consumers maintained by the United States Department of Labor during the previous year. The regular assessments may be increased by a greater amount by a vote of two-thirds (2/3) of each class of Members of the Association who are voting in person or by proxy at the annual meeting of the Members of the Association or a special meeting duly called for this purpose. In addition to the regular assessments, 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 Elements, including fixtures and personal property related thereto by vote of two-thirds (2/3) of the votes of each class of Members of the Association who are voting in person or by proxy at the annual meeting of the Association or a special meeting duly called for this purpose.

Payment of Common Expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts, at such times and in such manner as may be provided in the Articles and Bylaws or determined by the Board of Directors of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Such payment, interest, costs and reasonable attorneys fees shall constitute the personal obligation of the person who was the Owner of such Unit at the time such payment fell due. The personal obligation for delinquent payments shall not pass to an Owner's successor in title unless expressly assumed by

him. If any Owner shall fail or refuse to make any such payment of Common Expenses when due, the amount thereof, together with interest, costs and reasonable attorney's fees, shall constitute a lien on such Owner's Unit and on any rents or proceeds therefrom; provided, however, that such lien shall be subordinate to the lien of a subsequent bona fide purchaser of the Unit and to the lien of a prior recorded First Mortgage on the applicable Unit acquired in good faith and for value, except in either case for the amount of the unpaid Common Expenses which accrues from and after the date on which such purchaser or First Mortgagee acquires title to or comes into possession of the applicable Unit. If any lien for unpaid assessments prior to such date has not been extinguished by the process by which such First Mortgagee acquired such title or possession, such First Mortgagee shall not be liable for such unpaid assessments and, upon written request to the Board of Directors by such First Mortgagee, such lien shall be released in writing by the Association. Any person acquiring an interest in any Unit shall be entitled to a statement from the Association setting forth the amount of unpaid assessments, if any, and such person shall not be liable for, nor shall any lien attach to such Unit in excess of, the amount set forth in such statement, except for assessments which occur or become due after the date thereof. The lien provided for in this paragraph may be foreclosed by the Association in any manner provided or permitted for the foreclosure of realty mortgages or deeds of trust in the State of Arizona.

8. Mortgages. Each Owner shall have the right, subject to the provisions hereof, to make separate Mortgages of his Unit. No Owner shall have any right or authority to make or create or cause to be made or created any mortgage, or other lien or security interest, on or affecting the Property or any part thereof, except only to the extent of his Unit and its appurtenant interest in the Common Elements and any limited Common Elements appurtenant thereto.

9. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized to do insurance business in the State of Arizona with a rating in Best's Insurance Guide (or any comparable publication) of Class VI or better (or any comparable rating). All such insurance, to the extent possible, shall name the Association as the insured, as trustee for all Owners and their Mortgagees, as their interests appear. The Board of Directors shall review all such insurance at least annually and shall be responsible to increase the amounts thereof as it deems necessary or appropriate. To the extent possible, such casualty insurance shall:

(1) Provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees and agents and against each Owner and each Owner's employees, agents and invitees, and against each Mortgagee of all and any part of the Property or of any Unit, and any other person for whom the Association, any Owner or Mortgagee may be responsible;

(2) Provide that the insurance cannot be unreasonably cancelled, invalidated or suspended on account of the conduct of the Association, its officers, directors, employees and agents or of any Owner or such Owner's employees, agents or invitees or of any Mortgagee of all or any part of the Property or of any Unit or any other person for whom the Association, any Owner or Mortgagee may be responsible;

(3) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee of all or any part of the property or any Unit and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee of all or any part of the Property or any Unit;

(4) Contain a standard without contribution mortgage clause endorsement in favor of the Mortgagee of any Unit or all or any part of the Property;

(5) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least 10 days' prior written notice to the Association and to each Owner and to each Mortgagee covered by any standard mortgage clause endorsement; and

(6) Provide that the insurer shall not have the option to restore the premises if condominium ownership of the Units and Property is to be terminated or the Units and Property are to be ^{an}Unofficial Document iredy in accordance with the destruction, condemnation and obsolescence provisions of this Declaration.

To the extent possible, such public liability and property damage insurance shall provide for coverage of any cross liability claims of Owners against the Association or other Owners and of the Association against Owners without right of subrogation.

Certificates of insurance coverage or copies of insurance policies shall be issued to and at the expense of each Owner and each Mortgagee who makes or on whose behalf written request is made to the Association for any such certificate or copy.

The cost and expense of all insurance obtained by the Association, except insurance covering additions, alterations or improvements made to a Unit or limited Common Elements by an Owner or other insurance obtained at the request of and specifically benefitting any particular Owner, shall be a general Common Expense.

9.1 Casualty Insurance. The Association shall obtain and maintain casualty insurance covering the Property and each Unit covering loss or damage by fire and such other Hazards as are covered under standard extended coverage policies, including without limitation sprinkler leakage unless precluded by excessive costs or unavailability, earthquake, explosion of any pressure boiler or similar apparatus, vandalism and malicious mischief, if available and if deemed appropriate by the Association, war risk, and such other hazards, if any, as

institutional lenders commonly require insurance against for similar projects in Phoenix, Arizona, for the full insurable replacement cost of the Property, including each Unit, and a National Flood Insurance Association Standard Flood Insurance Policy, unless such insurance is not available or the Association shall determine that the Property does not fall within a flood hazard area. At the option of the Association, such insurance may also cover additions, alterations or improvements to a Unit made by an Owner if the Owner reimburses the Association for any additional premium attributable to such coverage. The Association shall not be obligated to apply any insurance proceeds to restore a Unit to a condition better than the conditions existing prior to the making of additions, alterations or improvements as aforesaid.

9.2 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering bodily injury liability, property damage liability and automobile bodily injury and property damage liability. Such insurance shall contain a "severability of interest" clause or endorsement, which precludes the insurer from denying any claim on account of the negligence of the Association or any Owner. Each Owner shall be insured with respect to such Owner's liability arising out of the ownership, maintenance, repair or operations of the Common Elements and the Recreational Areas. Limits of liability for such coverage shall not be less than \$1,000,000 per injury and occurrence with respect to bodily injury and property damage liability.

9.3 Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

9.4 Fidelity Bonding. The Association shall obtain and maintain bonds covering all officers, directors, employees, agents or other persons or entities which handle funds of the Association, including without limitation employees of any professional manager of the Association, in amounts not less than one hundred fifty percent (150%) of the estimated annual budget of the Association from time to time.

9.5 Insurance by Owners. Except to the extent coverage therefor may be obtained by the Association and be satisfactory to an Owner, each Owner shall be free to obtain and be responsible for obtaining such additional or other insurance as he deems desirable, including insurance covering his furnishings and personal property and covering personal liability of him and his employees, agents and invitees and any other person for whom such Owner may be responsible. Any insurance policy obtained by an Owner must not diminish or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and must, to the extent possible, contain a waiver of the rights of subrogation by the insurer as to any claim against the Association, its officers, directors, agents and employees and against other Owners and their employees, agents and invitees and against any Mortgagee of all or any part of the Property or any Unit or other person for whom the Association or any such Owner or Mortgagee may be responsible.

9.6 Receipt and Application of Insurance Proceeds. Except as some particular person shall have a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by the Association. The Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it. All insurance proceeds received by the Association shall be applied in accordance with the following priorities: first, as expressly provided elsewhere in this Declaration; second, to the Owners, their Mortgagees or other Persons whom the Association may determine are legally or equitably entitled thereto; and third, the balance, if any, to Owners and Mortgagees, as their interests may appear, in proportion to their respective interests in the Common Elements. The lien priority of any First Mortgagee shall not be disturbed by any loss, damage or destruction and shall continue in any insurance proceeds payable with respect to the Mortgaged Unit in accordance with the provisions of this paragraph.

9.7 Other Insurance by the Association. The Association shall have the power or authority to obtain and maintain other and additional insurance coverage, including but not limited to casualty insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees and agents of the Association.

10. Destruction, Condemnation, Obsolescence, and Restoration or Sale of Property.
Unofficial Document

10.1 Definitions. The following terms shall have the following definitions:

10.1.1 "Substantial Destruction" shall exist whenever the Board of Directors of the Association determines that, as a result of any casualty, damage or destruction to the Property or any part thereof, the excess of estimated costs of Restoration (as herein defined) over Available Funds (as herein defined) is fifty percent (50%) or more of the estimated Restored Value of the Property (as herein defined). "Partial Destruction" shall mean any other casualty, damage or destruction of the Property or any part thereof.

10.1.2 "Substantial Condemnation" shall exist whenever the Board of Directors of the Association determines that a complete taking of the Property has occurred or that a taking of part of the Property by condemnation or eminent domain or by grant or conveyance in lieu of condemnation or eminent domain has occurred, and that the excess of the estimated costs of Restoration over Available Funds is fifty percent (50%) or more of the estimated Restored Value of the Property. "Partial Condemnation" shall mean any other such taking by eminent domain or by grant or conveyance in lieu of eminent domain.

10.1.3 "Substantial Obsolescence" shall exist whenever the Owners of Units holding seventy-five percent (75%) of the undivided ownership of the Common Elements determine by vote that the Property or any part thereof has reached an undesirable state of obsolescence or disrepair, or whenever the Board of Directors determines that the Property or any part

thereof has reached such a state of obsolescence or disrepair that the excess of estimated costs of Restoration over Available Funds is fifty percent (50%) or more of the estimated Restored Value of the Property. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

10.1.4 "Restoration", in the case of any casualty, damage or destruction, shall mean restoration of the Property to a condition the same or substantially the same as the condition in which it existed prior to the casualty, damage or destruction; in the case of condemnation, shall mean restoration of the remaining portion of the Property to an attractive, sound and desirable condition; and, in the case of obsolescence, shall mean restoration of the Property to an attractive, sound and desirable condition.

10.1.5 "Restored Value of the Property" shall mean the value of the Property after restoration.

10.1.6 "Available Funds" shall mean any proceeds of insurance or condemnation awards or payments in lieu of condemnation and any uncommitted income or funds of the Association other than the income or funds derived through assessments or special assessments. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee of all or any part of the Property or of any Unit, or that portion of any condemnation award or payment in lieu of condemnation payable ^{Unofficial Document} Owner of a Unit for the condemnation or taking of that Owner's individual air space unit.

10.2 Restoration of the Property. Restoration of the Property shall be undertaken by the Association without a vote of the Owners in the event of Partial Destruction, Partial Condemnation or Partial Obsolescence. In the event of Substantial Destruction, Substantial Condemnation or Substantial Obsolescence, restoration shall be undertaken unless the Association obtains the prior written consent of Owners and First Mortgagees to non-restoration and to the use of proceeds or awards for a purpose other than restoration, as follows:

A. If Declarant then owns any Units, such consent shall be obtained from the Declarant and not less than two-thirds of the Owners of all Units not owned by Declarant; and

B. If Declarant then owns no Units, such consent shall be obtained from not less than two-thirds of the Owners of all Units.

For purposes of both of subparagraphs A and B, before the written consent of the Owner of any Unit which is subject to a Mortgage shall be effective, the First Mortgagee of such Unit shall also have consented in writing to such non-restoration and to the use of any such proceeds or awards for a purpose other than the restoration of such Common Elements.

10.3 Sale of the Property. In the event of Substantial Destruction, Substantial Condemnation or Substantial Obsolescence, if the requisite consent of Owners and First Mortgagees to non-restoration has been obtained, the Common Elements shall be sold, except for any portions of the Common Elements which remain desirable and are independent of the destroyed, condemned or obsolete portion. In the event of the sale of all of the Common Elements, condominium ownership under this Declaration shall be terminated in accordance with the provisions of A.R.S. § 33-556. The proceeds of sale of any portion of the Common Elements and any insurance proceeds, condemnation awards or payments in lieu of condemnation shall be distributed by the Association to each Owner in accordance with such Owner's undivided interest in the Common Elements. Such payments shall be made to Owners or, as to Units which are mortgaged of record at the time of such payment, jointly to such Owners and Mortgagees.

10.4 Authority of Association to Restore or Sell. The Association, as attorney-in-fact for each Owner, shall have full power and authority to restore or to sell the Property and each Unit whenever restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for restoration or sale, as the case may be.

10.5 Special Assessments for Restoration. Whenever restoration is to be undertaken, the Association may levy and collect assessments from each Owner in proportion to such Owner's undivided interest in the Common Elements, payable over such period as the Association determines, to cover the costs and expenses of restoration to the extent not covered by Available Funds. Such special assessments shall be secured by a lien on the Unit of each such Owner as in the case of regular assessments.

10.6 Receipt and Application of Condemnation Funds. Except as herein expressly provided, all compensation, damages or other proceeds constituting awards in condemnation or eminent domain or payments in lieu of condemnation or eminent domain shall be payable to the Association. The Association shall have the right, acting alone, to adjust or settle any award payable to it. The amount of any such award equitably allocable as compensation for the taking of or injury to the individual air space unit of a particular Unit or to improvements of an Owner therein shall be apportioned and paid to the Owner of that Unit or to any Mortgagee of such Unit as their interests may appear. The balance of the award shall be applied to costs and expenses of restoration, if undertaken, and, to the extent not so applied, shall be allocated as follows. First, any portion of the award allocable to the taking of or injury to Common Elements shall be apportioned among all Owners of the Common Elements and their Mortgagees in proportion to their respective undivided interests in the Common Elements. Secondly, the amounts allocable to severance damages shall be apportioned to Owners and Mortgagees of Units with individual air space units which were not taken or condemned in proportion to their respective undivided interests in the Common Elements. Thirdly, the amounts allocated to consequential damages or for other purposes shall be

apportioned as the Association determines to be equitable under the circumstances. The lien priority of any Mortgagee shall not be disturbed by any condemnation proceeding and shall continue in the proceeds of any condemnation award attributable to the Mortgaged Unit in accordance with the provisions of this paragraph.

10.7 Reorganization in the Event of Condemnation. In the event all of the individual air space unit of a Unit is taken in condemnation, the Unit containing that individual air space unit shall upon payment of equitable compensation as hereinabove provided, cease to be part of the Property, the Owner thereof shall cease to be a member of the Association, and the undivided interest in Common Elements appurtenant to that Unit shall automatically become vested in the Owners of the remaining Units in proportion to their respective undivided interests in the Common Elements.

11. Rights of Owners in any Distributions. In the event that any Owner or Mortgagee is entitled to receive any distribution of money, property or other things from the Association for any reason, including without limitation the sale or other disposition of all or any part of the Common Elements or the cessation or termination for any reason of the horizontal property regime herein declared, such distribution shall be in proportion to the interest in the Common Elements appurtenant to the Unit or Units owned or held by such Owner or Mortgagee, except as provided in paragraphs 9 or 10 hereof or as otherwise determined by the Association to be required by equity.

12. Unofficial Document Maintenance, Repairs and Replacements; Right of Access. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and of any portion of the air-conditioning/heating system which exclusively services his Unit; and each Owner shall keep his patio or his balcony, if any, in a neat, clean and attractive condition. The Board of Directors may make reasonable rules regarding the use and furnishing of balconies and patios so as to assure uniformity of appearance and that no person will interfere with the use and enjoyment of their property by other Owners. If an Owner or a member of his family or guest or other authorized occupant or visitor of such Owner, or other person for whom such Owner may be responsible, or household pet, shall be responsible under the laws of the State of Arizona for any damage caused to the Common Elements or to a Unit or Units owned by others, or for other maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and for such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by the Association's insurance. Such obligation of payment and performance shall be payable together with interest at the rate of twelve percent (12%) per annum, costs and attorneys' fees, and secured by a lien, as provided in paragraph 7 with respect to Common Expenses. An authorized representative of the Board, or of the manager or managing agent of the Association, and all contractors and repairmen employed or engaged by the Board or such manager or managing agent, shall be entitled to reasonable access at reasonable times to each of the Units as may be required in connection

with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units and the Common Elements.

13. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto or any alterations, additions or improvements to the patios or balconies associated with any Unit shall be made by any Owner without the prior written approval of the Board. Any Owner may make non-structural alterations, additions or improvements within the interior of his Unit (but excluding for purposes of the authority herein granted any patio or balcony) without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the Common Elements, or the Property which may result from such alteration, addition or improvement. In addition to the required approval of the Board, there shall be no structural alterations or additions to any Building without the prior approval of a Majority of the Owners given at a regular or special meeting of the members of the Association and the prior approval of all First Mortgagees. Unless otherwise determined at any such meeting, the cost of such alterations or additions shall be paid by means of a special assessment against the Owners in the proportions provided for in paragraph 7, and such special assessments shall be secured by the lien and charges provided for in paragraph 7.

14. Decorating. Each Owner, at his own expense, shall furnish and be responsible for all of the decorating within his own Unit (but any furnishing or decorating of any patio or balcony shall ^{Unofficial Document} the provisions of paragraphs 12 and 18 of this Declaration) from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furniture and interior decorating. Notwithstanding any other provision hereof to the contrary, all draperies, window shades and curtains which can be seen from outside the Unit shall be subject to regulation as to color or design by the Board of Directors. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings and the surfaces within his Unit, and each Owner shall have the right to decorate such surfaces from time to time as he may see fit at his sole expense. However, each Owner shall maintain such surfaces in good condition, and all such use, maintenance and decoration shall be subject to regulation by the Board of Directors. Decorating and maintenance of the Common Elements (other than interior surfaces within the Unit as above provided), and any redecorating of Units to the extent made necessary by any damage caused by defect in or by maintenance or repair work by the Association on the Common Elements shall be furnished by the Association and paid for as part of the Common Expenses.

15. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit or entryway providing ingress and egress thereto or therefrom shall actually encroach upon another Unit or entryway, as the Common Elements and the Units are shown on the appropriate Plat, whether such encroachment results from the

initial construction or from subsequent repair, reconstruction, settlement, shifting or movement, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Owners involved to the extent of such encroachment so long as the same shall exist; provided, however, that no such easement shall result from the misconduct of the Owner claiming entitlement thereto. The Association shall at all times have the right to maintain any Common Element now existing or hereafter constructed, regardless of any encroachment now or hereafter existing of any such Common Element on any Unit.

16. Purchase of Unit by Association. Upon the consent or approval of a majority of Owners present and voting at a special meeting of the members of the Association or in such other manner as may be deemed by the Board to be necessary or expedient, the Board of Directors shall have the power and authority to bid for and purchase any Unit at a sale pursuant to a mortgage foreclosure, trustee's or beneficiary's sale under a trust deed, or a foreclosure of any lien for assessments provided for in this Declaration, or at a sale pursuant to an order or direction of a court, or other involuntary sale, and the Board shall have power and authority to finance such purchase of a Unit by mortgage, special assessment or any other financing arrangement that the Board may deem necessary or expedient.

17. Use and Occupancy Restrictions. No part of the Property shall be used other than as a dwelling and the related common purposes for which the Property was designed, except that Declarant shall have the right to maintain sales and any other offices, model units, and signs on the Property, together with rights of ingress and egress therefrom, and to do such other acts and maintain such other facilities as are incidental to the development and sale of the Units and all other apartment units now or hereafter existing in the horizontal property regime hereby created or in any other phase of development now or hereafter existing on any of the real property described as Lots 4 and 5, Porter Plaza, according to Book 186 of Maps, page 40, records of Maricopa County, Arizona. Without limiting the foregoing, no Owner shall permit his Unit to be used for transient or hotel purposes or shall lease less than the entire Unit. Any lease agreement shall be in writing, shall have an initial term of at least thirty (30) days, shall expressly provide that its terms are subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association and that a violation of any such provisions shall be a default under such lease, and a copy of any such lease shall be delivered to the Association. Each Unit or any two or more adjoining Units used together shall be used as a single family residence or for such other purposes as are permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units under common ownership and used together for a proper purpose as aforesaid may be altered to afford ingress and egress to and from such adjoining Units at the sole expense of the Owner thereof if and only if specific plans are submitted to and prior approval is obtained from the Board of Directors. The foregoing restrictions shall not however be construed in such manner as to prohibit an Owner from (a) maintaining his personal and/or a reasonable

professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom.

The Common Elements shall be used only for their intended recreational purposes and for access, ingress and egress to and from the respective Units by the Owners residing therein, members of their household and their guests, household help and other authorized visitors and for such other purposes as are incidental to the residential use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner.

No Owner shall keep or maintain any thing or shall suffer any condition to exist on his Unit or cause any other condition on the Property which materially impairs any easement or right of any other Owner or otherwise materially impairs or interferes with the use and enjoyment by the Owners of their Units and the Common Elements. Subject to the foregoing, commonly accepted household pets may be kept in a Unit, but no such pets shall be bred or allowed loose or unsupervised on any part of the Property. Walking of pets shall be prohibited except at such times and on such portions of the Property as the Board may permit by its rules and regulations, and all pets shall be leashed. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Property, or that the parking or storage of any vehicle or trailer on the Property is unsightly or detracts from the overall character of the Property, such determination shall be conclusive and final that the operation or storage of such vehicle is a nuisance, and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Property.

No structure of a temporary character shall be permitted on the property, and no tent, shack, barn, or trailer shall be permitted on the property either temporarily or permanently, unless it is located thereon by or with the consent of Declarant in connection with the initial development of the Property.

No sign of any nature whatsoever, other than a dignified name and/or address sign, shall be displayed or placed on any Unit, in any window or on any part of the Property. No "For Sale" or "For Rent" signs of any nature whatsoever shall be permitted on any part of the Property, and no other signs or graphics shall be permitted on any patio or balcony or on any of the Common Elements without the prior written consent of the Board or as directed by the Board. A master "For Sale" sign may be placed on the Property by the Board of Directors with a telephone number to call for information. These provisions shall not apply to the Declarant until the last Unit owned by Declarant has been sold.

Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any building, structure, balcony or patio which in any manner will allow light to be directed or reflected to the Property or the Common Elements, or any part thereof, or any other Unit.

No windbells, windchimes, or similar devices shall be permitted on the property.

Each owner of a Unit above ground level shall install and maintain at all times at his or her expense FHA-approved carpeting and pad on all floors in his or her Unit, except in kitchens, bathrooms, laundry areas and front door entrance areas. Units with tile that has not been installed using a soundproofing layer must be retrofitted to either FHA-approved carpeting or installation of the soundproofing layer. The retrofitting must be completed within 30 days of a final Board decision. The initial fine is \$100.00. If not completed within 30 days, the fine will increase to \$250.00 and will then double each month thereafter.

No window air conditioners or portable Units of any kind shall be installed in any Building.

No reflective materials including but not limited to aluminum foil, reflective screens or glass, mirrors or similar type items, shall be permitted to be installed or placed on the outside or inside of any windows. Enclosures, shades, screens or other items affecting the exterior appearance of any patio or balcony shall not be permitted without the express written consent of the Board of Directors and shall be subject at all times to the rules and regulations of such Board and to the provisions of paragraph 18 of this Declaration.

No radio, television or other antennas of any kind of nature shall be placed or maintained upon any Unit or Building, except that Declarant shall have the right to install a master antenna or antennas and to provide access to such Unofficial Document the Units.

Without limiting the foregoing, each Owner shall maintain and keep his Unit at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Units or of the Common Elements.

Pursuant to the right of entry hereinbelow set forth in paragraph 20, the Board of Directors or its authorized agents may enter any Unit in which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Unit. Such expenses and fines shall bear interest and be added to and constitute a lien upon such Unit in accordance with the provisions of paragraph 7.

The Association may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Property and the Units by reasonable rules and regulations of general application adopted by the Board of Directors from time to time.

18. Architectural Control. No building, fence, wall, antenna, tower, awning, sign or other structure of any kind or character shall be commenced, erected or maintained upon the Property, nor shall any exterior addition, change or alteration be made thereto or therein, including without limitation to any exterior wall or balcony, whether or not part of any Unit, which is visible from the exterior of the Building, and not additions to, changes in, or alterations of landscaping, grade or drainage shall be made, until plans and specifications showing the nature, kind, color, shape, height, materials, location and other material attributes of the same shall have

been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board. In the event said Board, or such committee, if one has been appointed, fails to approve or disapprove such proposal at its next regular meeting occurring more than seven (7) days after proper plans and specifications have been duly submitted to it, such approval will not be required, and this paragraph will be deemed to have been fully complied with. These restrictions shall not apply to the Declarant in any way.

19. Exemption of Declarant from Restrictions. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents, and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Units.

20. Entry By Board or its Agent. The Board of Directors of the Association or its authorized agents may enter any Unit at any reasonable time upon reasonable notice when any two (2) members of the Board of Directors deem it necessary or advisable for the enforcement of any restriction hereinabove set forth, to effect repairs or otherwise for the protection and preservation of that Unit or other Units. In addition, the Board of Directors or its authorized agents may enter any Unit at any time when any director or agent believes in his discretion that an emergency exists. If it becomes necessary to break into a Unit ^{Unofficial Document} by or means of access was provided by the resident or Owner, as required herein, the Association, its directors, officers and agents shall not be liable for any damage done to the Unit as a result of the exercise of this right of entry. The party exercising this right of entry shall see that adequate measures are taken to secure the Unit until either the Owner or resident shall be notified that the Unit has been entered. Each resident or Owner shall either (1) leave a key with the manager of the Association or (2) leave a key with another resident and inform the manager in writing of the name of the resident with whom such key has been left. In the event that the resident with whom such key has been left is not available at a time when it is necessary to exercise this right of entry, the Unit may be forceably entered pursuant to the conditions stated above.

21. Roof Leaks or Repairs. The Association shall maintain properly and repair promptly all leaks or other damage to the roofs of any of the Buildings.

22. Availability. The Association shall make available at its principal office for inspection during normal business hours or under other reasonable circumstances upon request by any Owner or First Mortgagee copies of this Declaration, the Articles of Incorporation and By-Laws of the Association and any rules and regulations of the Association, in each case as amended to date, and a copy of the most recent audited financial statement of the Association, if any.

23. Remedies. In the event that any Owner shall fail to comply with the provisions of the Act, this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association, the Association shall have each and all of the rights and remedies provided for in the Act, this Declaration, the Articles, the Bylaws or said rules and regulations, or which may be available at law or in equity and may prosecute any action or other proceedings against such Owner for enforcement of such provisions or foreclosure of its lien and the appointment of a receiver for the Unit, or damages, or injunctive relief, or specific performance, or judgment for payment of money and collection thereof, or the right to take possession of the Unit and to rent said Unit and apply the rents received to payment of any amounts due and interest thereon, or to sell the same as hereinafter in this paragraph provided, or any combination of such remedies or any other and further relief which may be available at law or in equity, all without notice and without regard to the value of such Unit or the solvency of such Owner. The proceeds of any rental or sale shall first be applied to discharge court costs, other litigation costs, including without limitation reasonable attorney's fees, and all other expenses of the proceeding and sale. The remainder of such proceeds shall be applied first to the payment of any unpaid assessments or other charges and the satisfaction of any other damages, and any balance shall then be paid to the Owner. Upon the confirmation of the sale, the purchasers thereof shall be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of restitution for the purpose of acquiring such possession. The purchasers at any such sale shall take the Unit sold subject to this Declaration ^{Unofficial Document} expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) per annum until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his Common Expenses, and the Association shall have a lien upon the Unit of such defaulting Owner and upon all of his additions and improvement thereto for all of the same, as well as for nonpayment of his respective share of the Common Expenses. In the event of any such breach by any Owner, the Association shall also have the authority, with or without legal proceedings and with or without notice to such Owner, to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such Owner, and such assessment shall constitute a lien against such Owner's Unit. Any and all rights and remedies of the Association may be exercised at any time and from time to time, cumulatively or otherwise. The lien provided for in this paragraph 23 shall be of the same priority, subject to the same terms and conditions and may be foreclosed in the same manner as the lien provided for in paragraph 7 of this Declaration.

Notwithstanding any provision of this Declaration to the contrary, any breach of any of the covenants, conditions, restrictions, reservations and servitudes provided for in this Declaration, or any right of re-entry by reason thereof, shall not defeat or adversely affect the lien of any Mortgage made in good faith and for value upon any Unit and its appurtenant

undivided interest in the Common Elements, but, except as herein expressly provided, each and all of such covenants, conditions, restrictions, reservations and servitudes shall be binding upon and effective against any Lessee or Owner of any Unit whose title thereto is acquired by foreclosure, Trustee's sale, sale, deed in lieu of foreclosure or otherwise.

24. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the Declarant, if the Declarant is then still the Owner of any Unit, and during the first twenty (20) years after the recording of this Declaration by at least ninety percent (90%) in interest of the Owners and thereafter by at least seventy-five percent (75%) in interest of the Owners and acknowledged; provided, however, that all First Mortgagees which have so requested in writing and have notified the Association in writing of their current address shall have consented in writing to each such material change, modification or rescission, which consent shall not be unreasonably withheld.

Notwithstanding the provisions of the foregoing paragraph, if the Act, this Declaration, the Articles or the Bylaws require the consent or agreement of all of the Owners or the Owners of Units to which a specified percentage of the individual interest in the Common Areas exceeding the amounts set forth above is appurtenant for any such amendment or for any action specified in the Act or this Declaration, then any instrument so changing, modifying or rescinding this Declaration or any provision hereof with respect to such action shall be signed by the (Unofficial Document less than such required percentage, as well as the Declarant and any First Mortgagees required by the foregoing paragraph.

Anything herein to the contrary notwithstanding, no amendment to this Declaration which is made at a time when any loan secured by a Unit which is guaranteed by the United States Veterans Administration is outstanding shall be effective unless it also signed and acknowledged by an authorized officer of the United States Veterans Administration.

Any change, modification or rescission accomplished under any of the provisions of this paragraph 24 shall be effective upon recording of the instrument providing therefor signed and acknowledged as hereinabove provided.

25. Notices. Notices provided for in the Act, this Declaration or the Bylaws shall be in writing and shall be mailed postage prepaid if to the Association or the Board addressed to the address to which payments of assessments are then sent and if to the Owner addressed to his Unit. The Association or the Board may designate a different address or addresses for notices to them respectively from time to time by giving written notice of such change of address to all Owners. Any Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above provided shall be deemed delivered when deposited properly addressed in the United States mail, postage prepaid, by registered or certified mail or when delivered in person.

Upon written request to the Board, any Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners of such Unit. Such notices shall be deemed given when mailed to the address specified in the request therefor.

26. Severability. If any provision of this Declaration, the Articles or the Bylaws or the rules and regulations, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid by a Court of competent jurisdiction, the validity of the remainder of this Declaration, the Articles and Bylaws, or the rules and regulations, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration, the Articles or Bylaws, or the rules and regulations, shall remain in full force and effect as if such invalid part were never included therein, and such invalid part shall be promptly amended as herein provided or reformed by such Court so as to implement the intent thereof to the maximum extent permitted by law.

27. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, interests or rights created by this Declaration would otherwise be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Ronald Reagan, or the Governor of Arizona, Bruce Babbitt.

28. Rights and Obligations Unofficial Document grantee of Declarant, by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, or each purchaser under any agreement of sale, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and equitable servitudes and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any person having at any time any interest or estate in said land in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer, and each such grantee shall be entitled to bring, and shall be subject to, an action for the recovery of damages, or for injunctive relief, or both, resulting from any breach of any such provisions by any person, including without limitation the Association.

29. Utility Easements. Notwithstanding any other provisions hereof, there is hereby created a blanket easement upon, across, over and under the Parcel and Common Elements for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including without limitation water, sewer, gas, telephone, electricity, television cable and communication lines and systems. By virtue of this easement, it shall be expressly

permissible for the providing utility or service company to install and maintain facilities and equipment on the Property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Buildings; provided, that no such utility and service line or system may be installed or relocated on said Property except as initially programmed and approved by Declarant or as thereafter approved by Declarant or by the Board of Directors of the Association. This easement shall in no way affect any other recorded easements on the Property.

30. First Mortgagee Protections. Unless prior written approval has been received from all First Mortgagees who have so requested in writing and have notified the Association in writing of their current address, the Association shall not be entitled to:

a. Change the pro rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds, condemnation awards, other proceeds to be distributed among the Owners or Mortgagees or (ii) determining the pro rata interest in the Common Elements appurtenant to each Unit;

b. Partition or subdivide any Unit or the Common Elements;

c. By act or omission seek to rescind or terminate the declaration of horizontal property regime contained herein, except as provided by law in the case of substantial loss to the ^{Unofficial Document} Common Elements or of a taking by condemnation or eminent domain;

d. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements not being a transfer within the meaning of this clause); or

e. Use hazard insurance proceeds for losses to any Property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of such property.

Any such First Mortgagee which has so requested in writing and has notified the Association in writing of its current address shall also be entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of any of such Mortgagor's obligations under this Declaration which is not cured within 30 days, to written notification by the Association upon the commencement of any condemnation proceedings against all or any part of the Property or of substantial damage to or destruction of any part of the Property, to examine all books and records of the Association during normal business hours, to receive annual reports of the Association as soon as available and in any event within ninety (90) days following the end of any fiscal year of the Association, to receive written notice of all meetings of the Unit Owners and to designate a representative to attend all such meetings.

31. Professional Management Agreement. Any Agreement for professional management of the horizontal property regime or any contract providing for services to be performed by the Declarant for the Association shall provide for termination by either party with or without cause and without payment of a termination fee on thirty (30) days written notice, and no such contract or agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods. The Association shall not terminate professional management and assume self-management of the Property without the prior written consent of all First Mortgages which have so requested in writing.

32. Expansion of Horizontal Property Regime.

32.1 Additional Property. Subject to compliance with the condition; hereinafter provided, Declarant shall be entitled and hereby reserves the right, without a vote of the Owners, at any time or from time to time on or prior to December 31, 1986, by written instrument executed by Declarant and recorded, to add to this Declaration and the horizontal property regime created hereby in one or more phases some or all of the real property located in the City of Mesa, Maricopa County, Arizona, and described as Lots 4 and 5, Porter Plaza, according to Plat of record at Book 186 of Maps, page 40, records of Maricopa County, Arizona; except that portion of such property described in the first recital to this Declaration; provided, however, that the maximum number of Units which Declarant may add is 169, making a total maximum of 256 Units; and further provided that each phase added shall include at least twenty (20) Units times the number of acres of real property in such phase. Any such property shall be included hereto, be included for all purposes as part of the "Parcel" and the "Property", and the terms "Buildings", "Common Elements", "Parking Space", "Unit", "Owner" and other defined terms herein shall mean and include such added property for all purposes as if it had been subject to this Declaration ab initio, and the Owners of such added Units shall be "Members" of the Association. Such added property, and any Person at any time acquiring any interest therein, shall be entitled and subject to all the rights, benefits, memberships, easements, covenants, conditions, restrictions, liens and obligations provided for herein, including without limitation the use of the Common Elements and the payment of Common Expenses and liens therefor, and the percentage interest in the Common Elements Appurtenant to each Unit shall be adjusted in the manner hereinafter provided.

32.2 No Obligation to Expand. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall have no obligation to add any additional property to this Declaration.

32.3 Requirements for Expansion. In the event that Declarant does add property to this Declaration as hereinabove provided, any development upon such property shall be reasonably compatible with prior phases with respect to architectural design, location, number of Units, quality and type of construction and anticipated maintenance expense. All additional phases must be built in accordance with details plats and plans approved by the Administration of Veterans Affairs or his authorized representative. The horizontal

property regime hereby declared may not be merged with a successor regime without prior written approval of such Administration or authorized representative. Additional phases shall not be subject to any lien arising in connection with the Declarant's ownership of or construction of improvements upon the property to be added which would adversely affect the rights of existing Unit Owners or the priority of any First Mortgage on any existing Unit, and all taxes, assessments, mechanic's liens or other charges affecting such property must be paid or otherwise satisfactorily provided for by the Declarant. As a condition of adding any further property, the Developer shall purchase or cause to be purchased a liability insurance policy insuring the Owners of existing Units as their interests might appear in form, substance and amount approved by said Administration or representative to cover any liability to which such Owners might be exposed as a result of such expansion.

32.4 Adjustment of Percentage Interests. Upon the inclusion of additional property under this Declaration, the undivided percentage interest which is appurtenant to each of the then existing Units shall be adjusted, and each of the new Units so added shall receive and have appurtenant thereto, an undivided percentage interest in the Common Elements which is calculated in the following manner. The total percentage interest in the Common Elements shall always equal one hundred percent (100%), which shall be divided among and allocated to each of the Units by adding together the appraised values (determined in the manner hereinafter provided) of all of the Units (including all then existing Units and all Units then being added) and dividing the appraised value of each Unit by this sum to determine the percentage interest in the Common Elements appurtenant to such Unit. The appraised value in any future phase of any Unit which is not of a type which appeared in the first phase shall be deemed to be equal to the appraised value of such type of Unit in the first phase as set forth on Exhibit D attached to this Declaration. The appraised value of any Unit in any future phase which is not of a type which appeared in the first phase shall be determined by appraising both the value of such new type of Unit and the then current value of each type of Unit which did appear in the first phase and multiplying the appraised value of such new type of Unit by a fraction the numerator of which is Two Hundred Sixty-One Thousand Dollars (\$261,000.00) and the denominator of which is the sum of the appraised values as of the time any such additional phase is added of each type of Unit which appeared in the first phase. For example, if a second phase is added consisting of ten (10) Units, of which nine (9) are type A and one (1) is a new type of Unit G having a then appraised value of Fifty Thousand Dollars (\$50,000.00) and the sum of the appraised values of Units A, B, C, D, E and F is then Three Hundred Thousand Dollars (\$300,000.00), then: the appraised value of the new type of Unit for purposes of the calculation will be $\$50,000 \times .8666 = \$43,333.00$; the sum of the appraised values of all of the Units shall be \$4,199,333.00; and the percentage interest in the Common Elements appurtenant to each type of Unit will be approximately as follows: A = .85%; B = 1.14%; C = .83%; D = .88%; E = 1.16%; F = 1.33%; and G = 1.03%. Upon the annexation of additional Units in accordance with the provisions of this paragraph, the foregoing adjustment shall be deemed to occur automatically by virtue of such

annexation, and no amendment of this Declaration or further instrument or act of any kind shall be necessary in order to effectuate such adjustment. Notwithstanding the foregoing, each initial and any subsequent Owner shall be deemed to and does hereby agree and covenant to execute any consent, power of attorney, amendment or other instrument which may be necessary or appropriate to accomplish any of the foregoing. Any deed for any Unit may, but need not, be delivered subject to the express condition that the undivided interest in the Common Elements appurtenant to such Unit may be adjusted upon the addition of any such property to this Declaration in accordance with the formula hereinabove set forth. Upon the annexation of all Units and Property which Declarant is entitled to add in accordance with the plan of development heretofore approved by the Administrator of Veteran Affairs the percentage interests in the Common Elements appurtenant to each type of Unit would be as set forth on Exhibit E attached hereto and incorporated herein by this reference.

32.5 Easements for Development. Declarant hereby reserves a blanket easement upon, across, over and under the Property (other than inside the Buildings and the Units) for the purpose of ingress to and egress from the remainder of the real property hereinabove described in paragraph 32.1 for the purpose of development and construction thereon and for the purpose of providing to such remaining real property all utilities referred to in paragraph 29 of this Declaration and performing all functions related thereto as described in such paragraph 29. Declarant shall use any other reasonable means of access in preference to the easement herein granted and, if Declarant does use such easement, ^{to} so in such a manner as to mitigate damage to ^{other units} or property and shall replace, repair or restore at its sole cost and expense any damage caused by the manner of such exercise, including, without limitation, damage to streets and sidewalks caused thereby.

33. Waiver. Any right or remedy provided for in this Declaration shall not be deemed to have been waived by any act or omission, including without limitation any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specifying such right or remedy and executed by the person against whom enforcement of such waiver is sought.

34. Disclaimer. The City of Mesa is not responsible for and cannot be required to accept maintenance of any of the Common Elements now or at any time in the future.

IN WITNESS WHEREOF, PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, as Trustee, has executed this instrument as of this 14th day of December, 1981.

PIONEER TRUST COMPANY OF ARIZONA,
an Arizona corporation, as Trustee

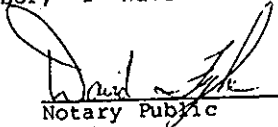
By Charles A. Johnson
Its Trust Officer

DM 15699 697

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this, the 14 day of December, 1981, before me, the undersigned Notary Public, personally appeared Charles A. Johnson, who acknowledged himself to be the Trust Officer of PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

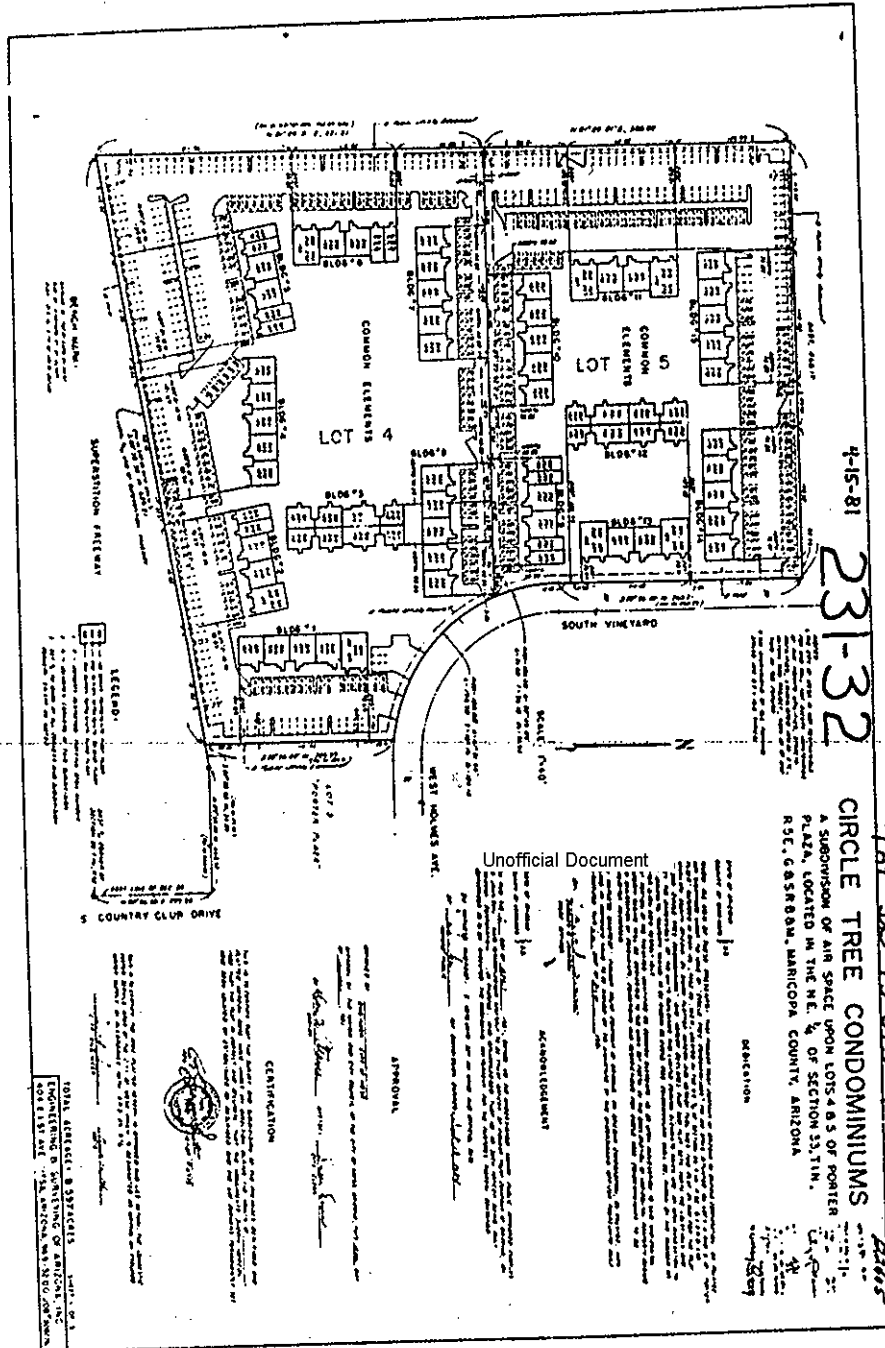


Notary Public

My Commission Expires:

Sept 18, 1984

Unofficial Document



4-15-81

231-32

Part of 95-995 Plan

CIRCLE TREE CONDOMINIUMS

A SUBDIVISION OF AIR SPACE UPON LOTS 4 & 5 OF PORTER PLAZA, LOCATED IN THE N.E. 1/4 OF SECTION 55, T11N, R3E, G&SRDM, MARICOPA COUNTY, ARIZONA

Unofficial Document

REVISION

APPROVAL

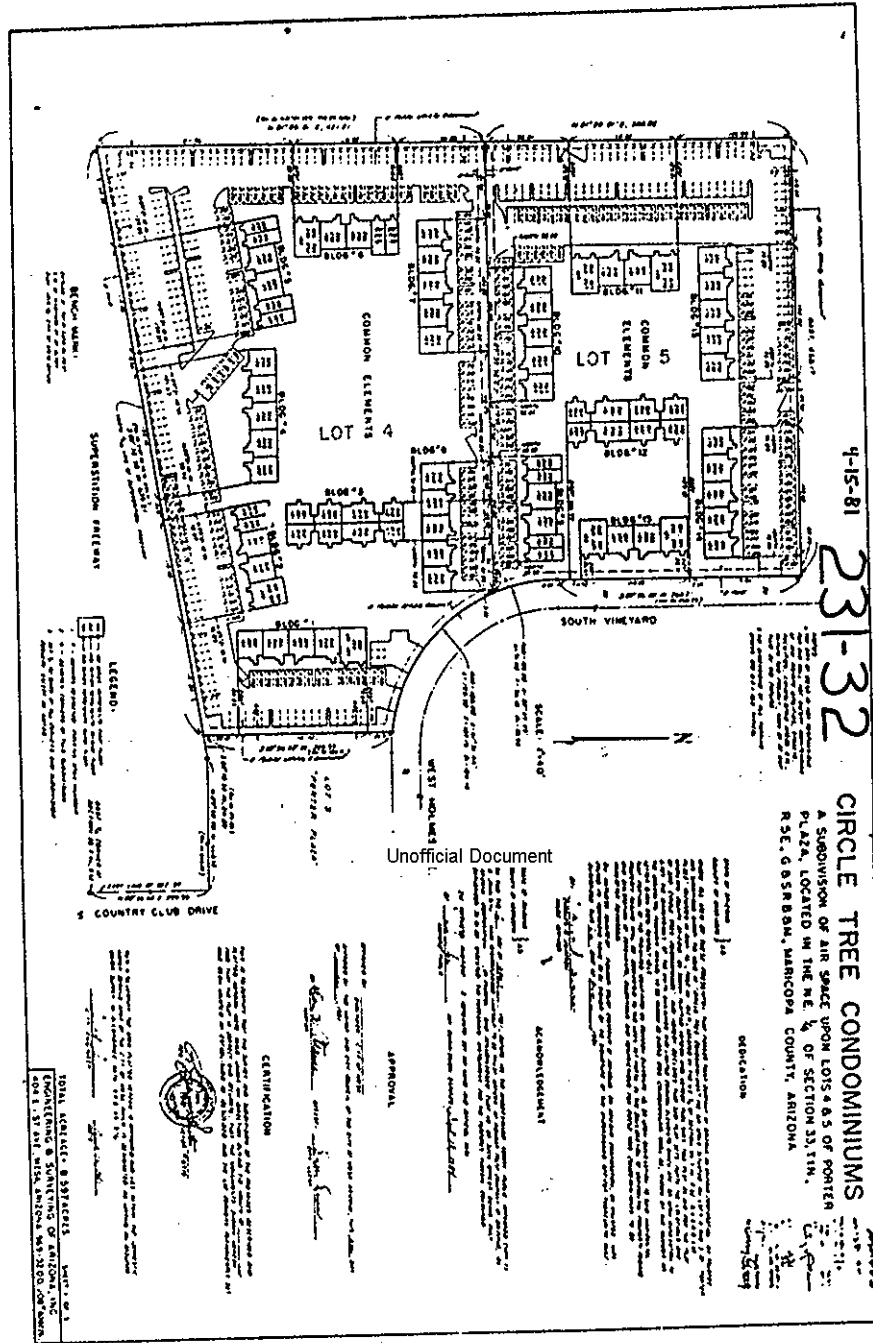
APPROVAL

CERTIFICATION



JOHN ADRIAN, A.S.P.C.E. SURV. OF A...
REGISTERED SURVEYOR OF ARIZONA, INC.
500 E. 1ST AVE. PHOENIX, ARIZONA 85001

EXHIBIT "A"



4-15-81 231-32

Part 28 95-595 Plan 1

CIRCLE TREE CONDOMINIUMS
 A SUBDIVISION OF AIR SPACE UPON LOTS 4 & 5 OF PORTER
 PLAZA, LOCATED IN THE NE 1/4 OF SECTION 23, T14N,
 R2E, G5SR30W, MARICOPA COUNTY, ARIZONA

Unofficial Document

CERTIFICATION

I, the undersigned, being a duly qualified and licensed architect, do hereby certify that the above is a true and correct copy of the original plan as filed in my office on this 15th day of April, 1981.

[Signature]
 ARCHITECT

APPROVAL

I, the undersigned, being a duly qualified and licensed engineer, do hereby approve the above plan as shown and as filed in my office on this 15th day of April, 1981.

[Signature]
 ENGINEER

ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge that the above plan is a true and correct copy of the original plan as filed in my office on this 15th day of April, 1981.

[Signature]
 SECRETARY

DEDICATION

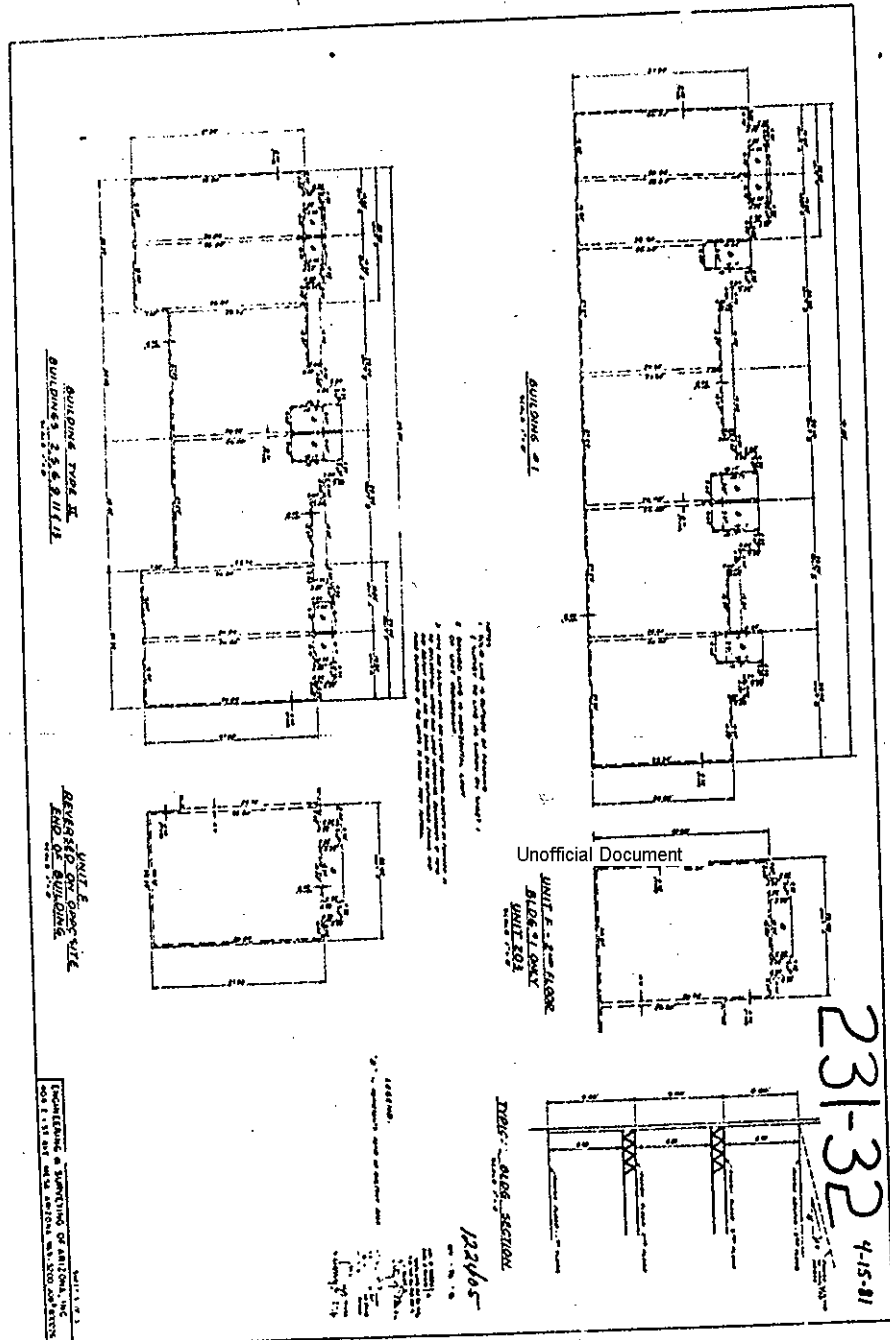
I, the undersigned, do hereby dedicate the above plan to the public use of the people of the State of Arizona.

[Signature]
 SECRETARY

TOTAL SQUARE FEET: 231,321
 PROJECTING & REINFORCING CONCRETE: 1,100,000
 TOTAL SQUARE FEET: 1,331,321

EXHIBIT "A"

THIS PAGE WILL NOT REPRODUCE SATISFACTORILY



Unofficial Document

231-32 4-15-81

EXHIBIT "C"

THIS PAGE WILL NOT REPRODUCE IN SEAFACORY

Unit Undivided Interest
Number in Common Elements

102 - .973
 103 - .960
 104 - 1.246
 105 - 1.246
 106 - 1.246
 107 - 1.259
 109 - 1.453
 110 - 1.246
 111 - 1.246
 112 - .960
 113 - .973
 114 - .999
 115 - .999
 116 - 1.298
 117 - .934
 118 - .934
 119 - 1.298
 120 - .999
 121 - .999
 122 - 1.259
 123 - 1.246
 124 - 1.246
 125 - 1.246
 126 - 1.259
 144 - 1.259
 145 - 1.246
 146 - 1.246
 147 - 1.246
 148 - 1.259
 203 - 1.453
 204 - 1.220
 205 - 1.220
 206 - 1.220
 207 - 1.233
 208 - .947
 209 - .934
 210 - 1.220
 211 - 1.220
 212 - .934
 213 - .947
 214 - .973
 215 - .973
 216 - 1.272
 217 - .908

Unit Undivided Interest
Number in Common Elements

218 - .908
 219 - 1.272
 220 - .973
 221 - .973
 222 - 1.233
 223 - 1.220
 224 - 1.220
 225 - 1.220
 226 - 1.233
 244 - 1.233
 245 - 1.220
 246 - 1.220
 247 - 1.220
 248 - 1.233
 303 - .947
 304 - 1.246
 305 - 1.246
 306 - 1.246
 307 - 1.259
 308 - .947
 309 - .934
 310 - 1.246
 311 - 1.246
 312 - .934
 313 - .947
 314 - .999
 315 - .999
 316 - 1.298
 Unofficial Document
 318 - .934
 319 - 1.298
 320 - .999
 321 - .999
 322 - 1.259
 323 - 1.246
 324 - 1.246
 325 - 1.246
 326 - 1.259
 344 - 1.259
 345 - 1.246
 346 - 1.246
 347 - 1.246
 348 - 1.259

Unit Type

Appraised Value

A \$36,000.00
 B \$48,000.00
 C \$35,000.00
 D \$37,000.00
 E \$49,000.00
 F \$56,000.00

The first number in each column is the Unit number followed by the undivided percentage interest in the Common Elements which will be appurtenant to such Unit in the event that all phases are completed and annexed in accordance with the original plan of development.

102-.334	160-.343	232-.325	288-.321	355-.321
103-.329	161-.445	233-.325	289-.325	356-.445
104-.427	162-.321	234-.321		357-.343
105-.427	163-.432	235-.419		358-.343
106-.427	164-.427	236-.419	303-.325	359-.343
107-.432	165-.427	237-.321	304-.427	360-.343
109-.499	166-.427	238-.325	305-.427	361-.445
110-.427	167-.432	239-.423	306-.427	362-.321
111-.427	169-.499	240-.419	307-.432	363-.432
112-.329	170-.427	241-.419	308-.325	364-.427
113-.334	171-.427	242-.419	309-.321	365-.427
114-.343	172-.459	243-.423	310-.427	366-.427
115-.343	174-.432	244-.423	311-.427	367-.432
116-.445	175-.427	245-.419	312-.321	368-.325
117-.321	176-.427	246-.419	313-.325	369-.321
118-.321	177-.427	247-.419	314-.343	370-.427
119-.445	178-.432	248-.423	315-.343	371-.427
120-.343	179-.432	249-.325	316-.445	372-.321
121-.343	180-.427	250-.321	317-.321	373-.325
122-.432	181-.427	251-.419	318-.321	374-.432
123-.427	182-.427	252-.419	319-.445	375-.427
124-.427	183-.432	253-.321	320-.343	376-.427
125-.427	185-.499	254-.325	321-.343	377-.427
126-.432	186-.427	255-.312	322-.432	378-.432
127-.334	187-.427	256-.436	323-.427	379-.432
128-.329	188-.499	257-.427	324-.427	380-.427
129-.427		258-.334	325-.427	381-.427
130-.427	203-.499	259-.334	326-.432	382-.427
131-.329	204-.419	260-.334	327-.325	383-.432
132-.334	205-.419	261-.436	328-.321	384-.325
133-.499	206-.419	262-.312	329-.427	385-.321
135-.427	207-.423	263-.423	330-.427	386-.427
136-.427	208-.325	264-.419	331-.321	387-.427
137-.329	209-.321	265-.419	332-.325	388-.321
138-.334	210-.419	266-.419	333-.325	389-.325
139-.432	211-.419	267-.423	334-.321	
140-.427	212-.321	268-.325	335-.427	
141-.427	213-.325	269-.321	336-.427	
142-.427	214-.334	270-.419	337-.321	
143-.432	215-.334	271-.419	338-.325	
144-.432	216-.436	272-.321	339-.432	
145-.427	217-.312	273-.325	340-.427	
146-.427	218-.312	274-.423	341-.427	
147-.427	219-.436	275-.419	342-.427	
148-.432	220-.334	276-.419	343-.432	
149-.334	221-.334	277-.419	344-.432	
150-.329	222-.423	278-.423	345-.427	
151-.427	223-.419	279-.423	346-.427	
152-.427	224-.419	280-.419	347-.427	
153-.329	225-.419	281-.419	348-.432	
154-.334	226-.423	282-.419	349-.325	
155-.321	227-.325	283-.423	350-.321	
156-.445	228-.321	284-.325	351-.427	
157-.343	229-.419	285-.321	352-.427	
158-.343	230-.419	286-.419	353-.321	
159-.343	231-.321	287-.419	354-.325	

Unofficial Document

DEC 14 1981 -10 45

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of
EMBER NATIONAL TITLE

15699
in Docket
on Page **669-702**

Witness my hand and official seal the day and year aforesaid.

Bill Henry
County Recorder
By *R. B. [Signature]*
Deputy Recorder

1900
C

Unofficial Document



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

The foregoing instrument is
a full, true and correct
copy of the original record
in this office.

Attest: 03/31/98

By *Helen Purcell* Deputy