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WHEN RECORDED, RETURN TO:

Donald E. Dyekman
Mariscal, Weeks, McIntyre & Friedlander, P.A.
2901 N. Central Avenue
Suite 200
Phoenix, AZ 85012

UPTOWN-65-1-1--
Tomutac

CONDOMINIUM DECLARATION

FOR

UPTOWN BILTMORE

A CONDOMINIUM

"Parking Space" means a portion of the Common Elements intended for the parking of a single motor vehicle and identified on the Plat as a parking space.

"Patio" means a portion of the Common Elements labeled as a "Patio" on the Plat.

"Period of Declarant Control" means the time period commencing on the date this Declaration is Recorded and ending on the earlier of: (1) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Purchasers; or (2) four (4) years after all Declarants have ceased to offer Units for sale in the ordinary course of business.

"Person" means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

"Plat" means the condominium plat for Uptown Biltmore, a condominium, recorded in Book 1078, Page 19, in the records of the County Recorder of Maricopa County, Arizona, and any amendments, supplements or corrections thereto.

"Property" means the land described on Exhibit A attached hereto, together with all improvements situated thereon, and all easements and rights appurtenant thereto.

"Purchaser" means any Person (other than the Declarant) who becomes a Unit Owner, except for (1) a Person who purchases a Unit and then leases it to the Declarant for use in connection with the sale of other Units, (2) a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right, or (3) an Affiliate of Declarant.

"Recording" means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona and **"Recorded"** means having been so placed of public record.

"Regular Assessment" means the assessment levied against the Units pursuant to Section 7.2.

"Rules" means the rules and regulations adopted by the Board of Directors, as amended from time to time.

"Special Declarant Rights" means any right or combination of rights to do any of the following:

- (1) Construct Improvements provided for in this Declaration or shown on the Plat;

12.9 Survival of Liability. The termination of membership in the Association shall not relieve or release any former Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

12.10 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Association Rules, the provisions of this Declaration shall prevail.

12.11 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

12.12 Guests and Tenants. Each Unit Owner shall be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner's failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

12.13 Attorneys' Fees. In the event the Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce a lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees incurred in the action.

12.14 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

JABT, L.L.C., an Arizona limited liability company

By: _____


JD Ghelfi

WHEN RECORDED, RETURN TO:

Donald E. Dyekman
Mariscal, Weeks, McIntyre & Friedlander, P.A.
2901 N. Central Avenue
Suite 200
Phoenix, AZ 85012

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FOR
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**CONDOMINIUM DECLARATION
FOR
UPTOWN BILTMORE**

A CONDOMINIUM

This Condominium Declaration for Uptown Biltmore, a condominium, is made as of this 24th day of February, 2011 by JABT, L.L.C., an Arizona limited liability company ("Declarant").

INTRODUCTION

A. Declarant is the owner of fee title to that certain real property situated in the City of Phoenix, Maricopa County, Arizona, and legally described on Exhibit A attached to this Declaration (the "Property"). Declarant desires to submit the Property to a condominium form of ownership in accordance with the Condominium Act and this Declaration.

B. Declarant intends that all Owners, Occupants, First Mortgagees and other Persons acquiring an interest in the Condominium shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is Recorded in furtherance of establishing a general plan of condominium ownership for the Condominium, and for establishing rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Condominium and the quality of life for the Owners, Occupants and Lessees.

**ARTICLE 1
DEFINITIONS**

As used in this Declaration, the following defined terms shall apply. Capitalized terms used in this Declaration but not otherwise defined in this Declaration shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time.

"Affiliate of Declarant" means any Person who controls, is controlled by or is under common control with a Declarant.

"Allocated Interests" means the undivided interests in the Common Elements, the Common Expenses Liability and the votes in the Association allocated to each Unit by this Declaration.

"Articles" means the Articles of Incorporation of the Association, as amended from time to time.

"Assessments" means the Regular Assessments, Special Assessments, and Enforcement Assessments levied pursuant to Article 7.

"Assessment Lien" means the lien granted to the Association by the Condominium Act and this Declaration to secure the payment of Assessments, monetary penalties and other fees and charges owed to the Association.

"Association" means Uptown Biltmore Condominium Association, an Arizona nonprofit corporation, its successors and assigns.

"Balcony" means a portion of the Common Elements labeled as a "Balcony" on the Plat.

"Board of Directors" means the Board of Directors of the Association.

"Building" means a building in which Units are located as shown on the Plat.

"Bylaws" means the Bylaws of the Association, as amended from time to time.

"City" means the City of Phoenix, Arizona.

"Collection Costs" means all costs, fees, charges and expenditures (including, without limitation, demand fees, lien fees, attorneys' fees, court costs, filing fees and recording fees) incurred by the Association in collecting and/or enforcing payment of Assessments, monetary penalties, late fees, interest or other amounts payable to the Association pursuant to this Declaration.

"Common Elements" means all portions of the Condominium other than the Units.

"Common Expenses" means the actual or estimated costs or expenses incurred or to be incurred by the Association or financial liabilities of the Association including, but not limited to, the following:

(1) the cost of maintenance, management, operation, repair and replacement of the Common Elements and all other areas within the Condominium which are maintained by the Association;

(2) the cost of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, architects and employees;

(3) the cost of any utilities, trash pickup and disposal, landscaping, basic cable television and other services benefiting the Unit Owners and their Units to the extent such services are paid for by the Association;

(4) the cost of fire, casualty, liability, worker's compensation and other insurance maintained by the Association as provided in this Declaration;

(5) reasonable reserves as deemed appropriate by the Board or required by the Condominium Documents;

(6) the cost of bonding of the directors, officers and employees of the Association, any professional managing agent or any other person handling the funds of the Association;

(7) all real property taxes or assessments levied against the Condominium as a whole or separately against the Common Elements;

(8) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Elements or portions thereof; and

(9) any cost incurred by the Association in furtherance of the purposes of the Association, the discharge of the obligations imposed on the Association by the Condominium Documents or the Condominium Act or the exercise by the Association of any of the powers or rights granted to the Association by the Condominium Documents or the Condominium Act.

"Common Expense Liability" means the percentage of undivided interests in the Common Expenses allocated to each Unit by Section 2.6.

"Condominium" means the condominium created by the Recording of the Plat and this Declaration.

"Condominium Act" means the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time, or any successor statute which governs the creation and management of condominiums.

"Condominium Documents" means this Declaration and the Articles, Bylaws, and Rules.

“Condominium Property” means the Property, together with the Building and all other Improvements located thereon.

“Declarant” means JABT, L.L.C., an Arizona limited liability company, and its successors and any Person to whom it may transfer any Special Declarant Right by a Recorded instrument.

“Declaration” means this Condominium Declaration for Uptown Biltmore, a condominium, as amended from time to time.

“Development Rights” means any right or combination of rights to do any of the following:

- (1) Add real estate to the Condominium;
- (2) Create easements, Units, Common Elements or Limited Common Elements within the Condominium;
- (3) Subdivide Units, convert Units into Common Elements or convert Common Elements into Units;
- (4) Make the Condominium part of a larger condominium or planned community;
- (5) Amend the Declaration during the Period of Declarant Control to comply with the Condominium Act or any other applicable law or to correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner; or
- (6) Amend the Declaration during the Period of Declarant Control to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

“Enforcement Assessment” means an assessment levied pursuant to Section 7.4.

“First Mortgage” means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust on the same Unit.

“First Mortgagee” means the holder of any First Mortgage.

"Garage" means a portion of the Common Elements labeled as a "Garage" on the Plat.

"Identifying Number" means the number or symbol shown on the Plat that identifies a particular Unit.

"Improvement" means any physical structure, fixture or facility existing or constructed, placed, erected or installed on the land included in the Condominium, including, but not limited to, buildings, private drives, paving, fences, walls, sculptures, signs, landscaping, hedges, plants, trees and shrubs of every type and kind, lighting fixtures, sprinkler and irrigation systems, parking areas and sidewalks.

"Invitee" means any person whose presence within the Condominium is approved by or is at the request of a particular Owner, Lessee or Occupant, including, without limitation, family members, guests, employees and contractors.

"Lessee" means any Person who is the tenant or lessee under a written lease of a Unit.

"Limited Common Elements" means a portion of the Common Elements specifically designated in this Declaration as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more but fewer than all of the Units.

"Member" means a Person who is or becomes a member of the Association.

"Occupant" means a person, other than an Owner, in possession of a Unit at the request of or with the consent of the Owner.

"Owner" or "Unit Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include Persons having an interest in a Unit merely as security for the performance of an obligation, or a lessee or tenant of a Unit. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract subject to A.R.S. § 33-741, et seq. Unit Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to executory contracts pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the Trustor shall be deemed to be the Unit Owner.

"Parking Space" means a portion of the Common Elements intended for the parking of a single motor vehicle and identified on the Plat as a parking space.

"Patio" means a portion of the Common Elements labeled as a "Patio" on the Plat.

"Period of Declarant Control" means the time period commencing on the date this Declaration is Recorded and ending on the earlier of: (1) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Purchasers; or (2) four (4) years after all Declarants have ceased to offer Units for sale in the ordinary course of business.

"Person" means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

"Plat" means the condominium plat for Uptown Biltmore, a condominium, recorded in Book ____, Page ____, in the records of the County Recorder of Maricopa County, Arizona, and any amendments, supplements or corrections thereto.

"Property" means the land described on Exhibit A attached hereto, together with all Improvements situated thereon, and all easements and rights appurtenant thereto.

"Purchaser" means any Person (other than the Declarant) who becomes a Unit Owner, except for (1) a Person who purchases a Unit and then leases it to the Declarant for use in connection with the sale of other Units, (2) a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right, or (3) an Affiliate of Declarant.

"Recording" means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona and **"Recorded"** means having been so placed of public record.

"Regular Assessment" means the assessment levied against the Units pursuant to Section 7.2.

"Rules" means the rules and regulations adopted by the Board of Directors, as amended from time to time.

"Special Declarant Rights" means any right or combination of rights to do any of the following:

- (1) Construct Improvements provided for in this Declaration or shown on the Plat;

- (2) Exercise any Development Right;
- (3) Maintain sales offices, management offices, models, and signs advertising the Condominium;
- (4) Use easements through the Common Elements for the purpose of making Improvements within the Condominium;
- (5) Appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control; or
- (6) Exercise the rights described in Section 3.4.

“Mechanical Room” means a portion of the Common Elements labeled as a “Mechanical Room” on the Plat.

“Unit” means a portion of the Condominium designated for independent ownership or occupancy. The boundaries of each Unit are described in Section 2.5 and are shown on the Plat.

ARTICLE 2
SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION
OF PERCENTAGE INTERESTS, VOTES AND
COMMON EXPENSE LIABILITIES

2.1 Submission of Property. The Declarant hereby submits the Condominium Property to the provisions of the Condominium Act for the purpose of creating a condominium in accordance with the provisions of the Condominium Act and hereby declares that the Condominium Property shall be held and conveyed subject to the terms, covenants, conditions and restrictions set forth in this Declaration. The Declarant designates each Unit for separate ownership or occupancy. Declarant further declares that all of the easements, restrictions, conditions and covenants in this Declaration shall run with the Condominium Property and shall be binding upon and inure to the benefit of the Declarant and all Unit Owners, Lessees and Occupants and all other Persons having or acquiring any right, title or interest in the Condominium Property or any part thereof, their heirs, successors, successors in title and assigns. Each Person who acquires any right, title or interest in the Condominium Property, or any part thereof, agrees to abide by all of the provisions of the Condominium Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Association. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of the Condominium Documents, or as to the compliance of any of the provisions of the

Condominium Documents with public laws, ordinances and regulations applicable thereto.

2.2 Name of Condominium. The name of the Condominium created by this Declaration is Uptown Biltmore.

2.3 Name of Association. The name of the Association is Uptown Biltmore Condominium Association.

2.4 Identifying Numbers of Units. The Identifying Numbers of the Units are shown on the Plat.

2.5 Unit Boundaries.

(a) The boundaries of each Unit shall be as follows:

(1) The vertical (perimetric or lateral) boundaries are the interior unfinished surfaces of the perimeter walls, doors and windows of the Unit;

(2) The lower horizontal boundary is the unfinished floor of the first level of the Unit; and

(3) The upper horizontal boundary is the unfinished ceiling of the second level of the Unit.

The upper and lower horizontal boundaries of the Units extend to their intersection with the Unit's vertical boundaries, and the vertical boundaries of the Unit extend to their intersections with each other and to their intersection with the upper and lower horizontal boundaries of the Unit.

(b) Each Unit shall include openings and outlets of all utility installations in the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the walls or floor are part of the Unit, and all other portions of the walls and floor are part of the Common Elements. All spaces, interior partitions and other fixtures and improvements (including, but not limited to, chutes, flues, wires, conduits, heating and air conditioning unit, hot water heaters and gas, cable television, water and electric pipes, lines or meters) within the boundaries of a Unit and which serve only the Unit are part of the Unit, and any such fixtures or improvements located within the boundaries of a Unit but which serve more than one Unit are part of the Common Elements.

(c) The location and dimensions of the boundaries of the Units as shown on the Plat are based on architectural drawings and are approximate. The actual

location and dimensions of the boundaries of the Units may vary from the location and dimensions of the boundaries as shown on the Plat. The actual physical location and dimensions of the boundaries of a Unit, as initially constructed, or as reconstructed following the damage or destruction of such walls, shall be considered the location and dimensions of the boundaries of the Units for purposes of this Declaration regardless of any variances from the location and dimensions of the boundaries as shown on the Plat.

(d) Declarant reserves the right to relocate the boundaries between adjoining Units owned by the Declarant and to reallocate each such Unit's Common Element Interest, votes in the Association and Common Expense Liabilities subject to and in accordance with A.R.S. § 33-1222.

(e) In the event of any inconsistency or conflict between the provisions of Section 2.5(a) and the Plat in regard to the description of the boundaries of the Unit, this Section shall control.

2.6 Allocation of Common Element Interest and Common Expense Liabilities. The undivided interests in the Common Elements and in the Common Expenses is allocated equally among the Units. Thus, each Unit is allocated a 1/4th undivided interest in the Common Elements and in the Common Expenses. The fraction of undivided interest of each Unit in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective fractions of undivided interest. The ownership of each Unit shall not be conveyed separately from the fraction of undivided interest in the Common Elements allocated to the Unit. The undivided fraction of interest in the Common Elements allocated to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title to the Unit. Except as permitted by the Condominium Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated is void.

2.7 Allocation of Votes in the Association. The total votes in the Association shall be equal to the number of Units subject to this Declaration. The votes in the Association shall be allocated equally among all Units with each Unit having one (1) vote.

2.8 Allocation of Limited Common Elements.

(a) The following portions of the Common Elements are Limited Common Elements allocated to the exclusive use of one or more, but less than all, of the Units as follows:

(1) Any chute, flue, pipe, duct, wire, conduit or other fixture (including, but not limited to, heating and air conditioning units and related equipment, solar energy systems or devices and natural gas, cable television, water and electric pipes, lines or meters) located outside of the boundaries of a Unit, which serve only one Unit are a Limited Common Element allocated solely to the Unit served;

(2) If a chute, flue, pipe, duct, wire, conduit or other fixture (including, but not limited to, heating and air conditioning units and related equipment, solar energy systems or devices and natural gas, cable television, water and electric pipes, lines or meters) lies partially within and partially outside the designated boundaries of a Unit, the portion outside the boundaries of the Unit which serve only the Unit is a Limited Common Element allocated solely to the Unit, the use of which is limited to the Unit served;

(3) All doors and windows in the boundary walls of a Unit are Limited Common Elements allocated to the Unit. The glazing, sashes, frames, sills, thresholds, hardware, flashing and other components of the doors and windows are part of the doors and windows allocated as Limited Common Elements;

(4) Unit 103 is allocated the Mechanical Room labeled on the Plat as "Mechanical Room – 103". The boundaries of the Mechanical Room are the unfinished floor, ceiling, walls, doors and windows of the Mechanical Room;

(5) Unit 104 is allocated the Mechanical Room labeled on the Plat as "Mechanical Room – 104". The boundaries of the Mechanical Room are the unfinished floor, ceiling, walls, doors and windows of the Mechanical Room;

(6) Each Unit is allocated the Patio adjoining the Unit. The boundaries of each Patio shall be as follows: (1) the lower boundary shall be the unfinished concrete floor of the Patio; (2) the upper boundary shall be a

horizontal plane having an elevation equal to the elevation of the finished ceiling of the Unit to which the Patio is allocated; and (3) the vertical boundaries shall be the vertical planes corresponding to the exterior wall of the Building in which the Unit is located and interior unfinished surfaces of the fence or wall enclosing the Patio;

(7) Each Unit is allocated the Balcony adjoining the Unit as shown on the Plat. The boundaries of each Balcony shall be as follows: (1) the lower boundary shall be the unfinished floor of the Balcony; (2) the upper boundary shall be the top of the unfinished ceiling of the Balcony; and (3) the vertical boundaries shall be vertical planes corresponding to the exterior wall of the Building and the inside surface of the wall of the Balcony extended to the upper and lower boundaries; and

(8) Each Unit is allocated the Garage identified on the Plat with the same number as the Identifying Number of the Unit. The boundaries of each Garage are the unfinished floor, ceiling, walls, doors and windows of the Garage.

(b) Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements allocated to his Unit, subject to the rights granted to the Declarant or the Association by the Condominium Documents. All Limited Common Elements must be used in accordance with the Declaration and the Rules.

(c) A Limited Common Element may be reallocated by an amendment to this Declaration. The amendment shall be executed by the Owners between or among whose Units the allocation is made, shall state the manner in which the Limited Common Elements are to be reallocated and, before recording the amendment, shall be submitted to the Board of Directors. Unless the Board of Directors determines within thirty (30) days that the proposed amendment is unreasonable, which determination shall be in writing and specifically state the reasons for disapproval, the Association shall execute its approval and record the amendment.

(d) The Declarant shall have the right to allocate as a Limited Common Element any part of the Common Elements (including, but not limited to, Parking Spaces) which has not previously been allocated as a Limited Common Element. Any such allocation shall be made by an amendment to this Declaration executed by the Declarant. The Association and all Owners acknowledge and agree the Declarant shall

have the right to charge a fee for making an allocation of a Parking Space as a Limited Common Element and that all such fees shall be the sole property of the Declarant and neither the Association nor any Owner shall have any right or claim to such fees. The rights granted to the Declarant by this Section shall expire on the date that is one (1) year after the date on which the Declarant conveys the last Unit to a Purchaser.

ARTICLE 3
EASEMENTS AND DEVELOPMENT RIGHTS

3.1 Utility Easement. There is hereby granted and created an easement upon, across, over and under the Common Elements and the Units for the installation, replacement, repair or maintenance of utility lines and systems, including, but not limited to, natural gas, water, sewer, telephone and electric wires, pipes, lines, conduit and fixtures, heating and air conditioning equipment, lines and fixtures, chutes, and cable television or other communication lines and systems ("Utility Systems"). By virtue of this easement, it shall be expressly permissible for the providing utility or service company, the Association or the Declarant to install and maintain, repair and replace Utility Systems on the Common Elements and in the Units to serve the Common Elements or to serve one or more other Units, but no Utility Systems may be installed or located on the Common Elements or the Units except as initially designed and constructed by the Declarant or as approved by the Declarant so long as the Declarant owns any Unit or thereafter, by the Board of Directors. The maintenance, repair or replacement of Utility Systems located within a Unit that serve the Common Elements or one or more other Units by the Declarant, the Association or a Unit Owner shall be done so as to minimize any inconvenience to the Owner and Occupants of the Unit in which such Utility Systems are located, and except in the case of an emergency, neither the Association, the Declarant nor any Unit Owner shall enter a Unit for the purpose of the maintenance, repair or replacement of Utility Systems without at least 48 hours prior written notice to the Unit Owner. The easements in this Section shall in no way affect any other Recorded easements on the Common Elements.

3.2 Easements for Ingress and Egress. There is hereby granted and created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also granted and created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways as from time to time may be paved and intended for such purposes, except that such easements shall not extend to any Limited Common Elements. Such easements shall run in favor of and be for the benefit of the Owners, Lessees, Occupants and Invitees.

3.3 Unit Owners' Easements of Enjoyment.

(a) Every Owner, Lessee and Occupant shall have a right and easement of enjoyment in and to the Common Elements, which right and easement

shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(1) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements;

(2) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, if such action is approved by Owners entitled to cast at least eighty percent (80%) of the votes in the Association. Any such action by the Association shall be done in the manner and subject to the limitations set forth in the Condominium Act;

(3) The right of the Association to grant non-exclusive easements over all or a portion of the Common Elements if the Board of Directors determines that the granting of the easement is necessary for the development or maintenance of the Common Elements or beneficial to the Owners, Lessees and Occupants;

(4) All rights and easements set forth in this Declaration including, but not limited to, the rights and easements granted to the Declarant by Section 3.4; and

(5) The right of the Association to suspend the right of an Owner, Lessee or Occupant to use the Common Elements for any period during which the Owner, Lessee or Occupant is in violation of any provision of the Condominium Documents.

(b) The easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separately and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(c) Notwithstanding the provisions of this Section 3.3, no Owner, Lessee or Occupant of a Unit or their guests or invitees shall have the right to use any Limited Common Elements not allocated to the exclusive use of their Unit.

3.4 Declarants' Rights and Easements.

(a) So long as the Declarant is marketing Units for sale or lease in the Condominium Declarant and its employees and agents shall have the right and an exclusive easement to construct, locate, relocate and maintain sales and/or leasing offices, construction trailers and storage areas and related facilities on the Common Elements. This shall include the right to enclose and lock portions of the Common Elements upon which these rights are being exercised. Declarant reserves the right to maintain model Units, management offices, storage areas and sales and leasing offices in any Units owned or leased by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate. Declarant may store materials and equipment in any Parking Spaces allocated as Limited Common Elements to Units owned or leased by the Declarant or in any Parking Spaces which have not been allocated as Limited Common Elements. Declarant and its employees and agents shall have the right and an easement to install or post advertising, marketing or directional signs, other signs, flags, awnings, lights and banners on the Common Elements in connection with its marketing of Units for sale or lease or to host events on the Common Elements designed to attract prospective tenants and/or purchasers to the Condominium.

(b) So long as the Declarant is marketing Units in the Condominium for sale or lease, Declarant shall have the right to restrict the use of the Parking Spaces which are not allocated as Limited Common Elements. Such right shall include reserving such Parking Spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities. Declarant shall have the right to lease to an Owner, Lessee or Occupant or any other Person any Parking Spaces which have not been allocated as a Limited Common Element.

(c) Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium that has not been represented to the Association as property of the Association. Declarant reserves the right to remove from the Condominium any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

(d) Declarant and its employees, agents, contractors and subcontractors shall have the right and an easement on, over and across the Common Elements and the Units to erect and construct the Common Elements and the Units shown on the Plat and all other Improvements Declarant may deem appropriate and to use the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work in the Condominium.

(e) The Declarant and its employees, agents, contractors and subcontractors shall have an easement through the Common Elements and the Units for the purpose of assessing, testing (including invasive testing), inspecting and evaluating any potential construction defect or need for maintenance on the Condominium, and completing any renovations, warranty work or modifications to the Common Elements or Units which Declarant deems necessary or desirable.

(f) The Declarant and its employees, agents, contractors and subcontractors shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of performing the Declarant's obligations under the Condominium Act and the Condominium Documents and for the purpose of exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration. The rights granted to or reserved by the Declarant in this Section 3.4 are in addition to any rights granted to or reserved by the Declarant elsewhere in the Condominium Documents.

(g) To the extent not expressly reserved by or granted to Declarant by other provisions of this Declaration, Declarant reserves all Development Rights and Special Declarant Rights. Except as expressly set forth in this Declaration, there is no time limit within which any Development Right or Special Declarant Right must be exercised or will lapse, and there are no conditions or limitations on the exercise of any Development Right or Special Declarant Right.

(h) In the event of any conflict or inconsistency between this Section 3.4 and any other provision of the Condominium Documents, this Section 3.4 shall control and prevail over such other provisions. The rights of the Declarant set forth in this Section 3.4 shall be enforceable by injunction, by any other remedy available at law or in equity (including, but not limited to, the right to sue for damages) and/or by any means provided in this Declaration.

3.5 Easement for Support. There is hereby granted and reserved to each Unit a non-exclusive easement for structural support over every other Unit in the Building in which the Unit is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to a non-exclusive easement for structural support in favor of every other Unit in the Building in which the Unit is located, the Common Elements and the Limited Common Elements.

3.6 Easements and Rights of the Association for Pest Control. Each Unit shall be subject to an easement in favor of the Association and the agents, employees and contractors of the Association for the purpose of performing such pest control activities as the Association may deem necessary to control or prevent the infestation of the Condominium by insects, rodents or other pests or to eradicate insects, rodents or other pests from the Condominium. The Association may cause the temporary removal

of any Owner, Lessee or Occupant for such periods and at such times as necessary for prompt, effective treatment of wood-destroying pests or organisms. The cost of the temporary relocation is to be borne by the Owner of the Unit affected. Not less than seven (7) days nor more than thirty (30) days notice of the need to temporarily vacate shall be given to the Owners, Lessees and Occupants of the Units affected. The notice shall state: (1) the reason for the temporary relocation; (2) the date and time of the beginning of the treatment; (3) the anticipated date and time of termination of treatment; and (4) that the Owners, Lessees or Occupants will be responsible for their own accommodations during the temporary relocation.

3.7 Common Elements Easement in Favor of Unit Owners.

(a) The Common Elements shall be subject to the following easements in favor of the Units benefited:

(1) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, cable television and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(2) For the installation, repair, maintenance, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(3) For the performance of the Unit Owner's obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 5.2.

(b) The exercise of the easements created by Section 3.7(a) shall be subject to the other provisions of this Declaration and the Rules. Notwithstanding any other provision of this Declaration to the contrary, no Owner, Lessee or Occupant or any other Person (except for the Association) shall penetrate, alter or damage any part of

the Common Elements. Penetrating the perimeter building walls or any party wall between Units could damage the soundproofing of the Units, cause water intrusion into the Common Elements or the Units or damage the insulation in such walls.

3.8 Units and Limited Common Elements Easement in Favor of Association.

The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officer, agents, employees and independent contractors:

(1) For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and in order to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, Lessees and Occupants of the Unit;

(2) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements;

(3) For correction of conditions (including, without limitation, broken or leaking water pipes, broken hot water heaters or obstructed sewer lines) in one or more Units or Limited Common Elements which have damaged or if left uncorrected could damage, the Common Elements, the Limited Common Elements or other Units; and

(4) For the purpose of enabling the Association, the Board of Directors or any other committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

Except in case of emergency, the Association shall only enter a Unit at reasonable times and upon reasonable notice to the Unit Owner or, if the Unit is leased, to the Lessee. In the event of an emergency, the Association may enter a Unit without prior notice to the Unit Owner or the Lessee, but promptly following the Association's entry into the Unit, the Association shall notify the Unit Owner or the Lessee of the nature of the emergency condition which required entry without notice. The Association shall be responsible for the repair of any damage to a Unit or the Common Elements caused by the Association's exercise of its rights under this Section.

3.9 Easement for Unintended Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, reconstruction, shifting, settlement or movement of any improvement or alteration or restoration authorized by this Declaration or any reason other than an encroachment created by the intentional conduct of gross negligence of a

Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, is hereby granted and created.

3.10 Easements for Utilities and Maintenance. On behalf of all Owners, the Association may create and dedicate easements over the Common Elements for the following purposes: (1) for the benefit of all service providers for the installation, repair, replacement and maintenance of sanitary sewers, water, electric, gas and telephone lines and facilities, heating and air-conditioning facilities, cable, telephone or master television antenna or satellite lines or cables, and drainage facilities, and for ingress to and egress from the Condominium in connection therewith, and (2) for ingress to and egress from the Condominium for the benefit of all municipal, state and federal vehicles, including, without limitation, all emergency and service type vehicles as may be required from time to time to service the Condominium and the Owners, Lessees and Occupants including, without limitation, for U.S. Mail distribution and collection and private or municipal refuse collection, without the joinder or consent of any First Mortgagee or other Person.

ARTICLE 4 **USE AND OCCUPANCY RESTRICTIONS**

4.1 Units. All Units shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Unit or in or from any Unit, except that an Owner, Lessee or Occupant of a Unit may conduct a business activity within a Unit so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, vibration or smell from outside the Unit; (2) the business activity conforms to all applicable zoning ordinances or requirements for the Condominium; (3) the business activity is conducted solely in the Unit; (4) the business activity does not involve persons coming to the Unit or the door-to-door solicitation of Owners, Lessees or Occupants; and (5) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Owners, Lessees or Occupants, as may be determined from time to time in the sole discretion of the Board of Directors. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (1) such activity is engaged in full or part time; (2) such activity is intended or does generate a profit; or (3) a license is required for such activity. The leasing of a Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

4.2 Antennas. Except for antennas, satellite dishes and other over-the-air receiving devices covered by the FCC rules governing Over-the-Air Reception Devices;

Television Broadcast Service and Multi-channel Multipoint Distribution Service (the "FCC Rule"), no antenna for the transmission or reception of television or radio signals or for access to the internet shall be erected in a Unit or in any Limited Common Element allocated to the Unit. Any antenna, satellite dish or other receiving device covered by the FCC Rule may be installed in a Unit or in a Limited Common Element allocated to the Unit provided the antenna, satellite dish or receiving device is placed inside the Unit or in the portion of a Limited Common Element which is the least visible from the outside of the Building and does not interfere with the viewer's ability to install, maintain or use the antenna, satellite dish or receiving device. Any satellite dish or antenna installed on a Patio or Balcony must be placed on a tripod, and the satellite dish or antenna shall not extend above the wall or railing of the Patio or Balcony. No wire for the satellite dish or antenna shall be run through or placed on the perimeter wall of the Building. The Board of Directors shall have the right to adopt rules and regulations with respect to the installation and placement of antennas, satellite dishes and other receiving devices; provided, however, that the Board of Directors shall not impose or enforce any rule or regulation which is inconsistent with or prohibited by the FCC Rule.

4.3 Improvements and Alterations.

(a) No Owner, Lessee, Occupant or other Person shall construct or install any Improvements on the Common Elements or alter, modify or remove any Common Elements without the prior written approval of the Board of Directors.

(b) Any Unit Owner may make any improvements or alterations to the Owner's Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Except as permitted by the first sentence of this Subsection, no Owner, Lessee or Occupant shall make any additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Owner, Lessee or Occupant receives the prior written approval of the Board of Directors. The Board of Directors may require that an architect or engineer, licensed in Arizona, certifies that such addition, alteration or improvement will not impair the structural integrity or the mechanical systems of the Building or lessen the support of any portion of the Condominium. Notwithstanding any provision of this Section 4.3, no approval of the Board of Directors shall be required for any addition, alteration or improvement made by or at the direction of the Declarant or for any addition, alteration or improvement approved in writing by the Declarant. Except for additions, alterations or improvements to the Units made by or on behalf of the Declarant, all additions, alterations or improvements to a Unit must be performed by contractors licensed by the Arizona Registrar of Contractors. All construction, whether or not such construction must be approved by the Board of Directors, shall be subject to reasonable rules, regulations or guidelines established from time to time by the Board of Directors. Any Owner making any additions, alterations or improvements within his Unit shall be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements.

(c) Notwithstanding Section 4.3(b), no addition, alteration or improvement within a Unit, whether structural or not, which would be visible from the exterior of a Building or from the exterior of any Limited Common Element shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

(d) No Owner, Lessee or Occupant shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior consent of the Board of Directors, acting in accord with the direction of the Board of Directors. No Owner, Lessee or Occupant shall overload the floors of any Unit. No water bed or aquariums holding in excess of thirty (30) gallons of water may be installed or kept in any Unit or any Limited Common Element.

(e) The Board of Directors may condition the approval of any proposed additions, alterations or improvements to a Unit or the Common Elements in any manner, including, without limitation: (1) retaining approval rights of the contractor to perform the work; (2) restricting the time during which such work may be performed or the length of time during which the work must be completed; (3) requiring the placement of a security deposit in an amount determined by the Board of Directors in an account controlled by the Board of Directors; (4) requiring the provision to the Board of Directors of plans and specifications prepared and sealed by a professional engineer or architect duly licensed by the State of Arizona; and (5) requiring that the Owner requesting the change obtain, prior to commencing any work, and maintain until completion of such work, comprehensive general liability insurance in such amounts as may be required by the Board of Directors. The Owner shall be obligated to designate Declarant, the Association, the Board of Directors and any other Person designated by the Board of Directors as additional insureds under the policies.

(f) The Board of Directors may establish a non-refundable review fee that shall be paid by each Owner, Lessee or Occupant who requests approval of any proposed additions, alterations or improvements to a Unit or the Common Elements. Such review fee shall be payable to the Association at the time the application for approval is submitted to the Board of Directors. The Owner, Lessee or Occupant also shall be responsible for all costs incurred by the Board of Directors in connection with the Board of Director's review of proposed changes to a Unit or the Common Elements, including, without limitation, all costs of architects, engineers and other professionals which may be retained by the Board of Directors to assist in their review. Any such

costs not timely paid shall be deemed an Individual Expense Assessment against the Owner of the applicable Unit.

(g) Proposed additions, alterations and improvements to a Unit or the Common Elements shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, may only be made once all required permits have been obtained and must be in compliance with any conditions imposed by the Association with respect to design, structural integrity, sound attenuation, water-proofing, construction details, lien protection or otherwise. The Owner of a Unit to which additions, alterations or improvements are made shall defend, indemnify and hold harmless the Association and its directors, officers, employees and agents, the Declarant and all other Owners, Lessees or Occupants for, from and against any and all liability, loss or damage resulting from such additions, alterations or improvements and shall be solely responsible for the maintenance, repair and insurance of such additions, alterations and improvements from and after their date of installation or construction as may be required by the Association.

(h) In addition to all other remedies provided in the Condominium Documents or at law or in equity, the Association shall have the right to (1) stop any work that is not in compliance with the terms contained in this Section 4.3 or any rules of the Association governing additions, alterations or improvements to the Units or the Common Elements, (2) deny access to contractors performing such work, and (3) levy reasonable monetary penalties against the Owner or Occupant who caused such work to be performed. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither Declarant, the Association nor any of the officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other Person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner agrees to indemnify and hold Declarant, the Association and their respective directors, officers, managers, agents and employees harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review, approval or disapproval by the Board of Directors of plans submitted by the Owner or any Lessee or Occupant of the Owner's Unit.

4.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Common Elements except in covered containers of a type, size and style, which are approved by the Board of Directors. The Board of Directors shall have the right to subscribe to a trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit. All trash, garbage or rubbish must be kept in sanitary containers and must be bagged and deposited in designated trash receptacles. No rubbish, trash or garbage shall be kept on any Patio or Balcony. The Rules may contain provisions governing the disposal of trash, garbage and rubbish in the Condominium.

4.5 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the uses permitted by this Declaration, and except that which Declarant or the Association may require for the construction, operation and maintenance of the Common Elements.

4.6 Animals.

(a) Except as expressly permitted by this Section no animals, birds, reptiles, fish, fowl, poultry or livestock shall be maintained or kept in any Unit or on any other portion of the Condominium. For purposes of this Section, a "Permitted Pet" shall mean a dog, cat, fish or small bird of a variety commonly kept as a household pet. Permitted Pets may be kept in a Unit if they are kept, bred or raised solely as domestic pets and not for commercial purposes. Not more than a total of two (2) dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) shall be kept or maintained in a Unit.

(b) No Permitted Pet shall be allowed to make an unreasonable amount of noise, cause an odor which is detectable outside the Unit, or be an annoyance to a person of ordinary sensibilities. No Permitted Pet shall be allowed to run loose on any part of the Common Elements. All dogs shall be kept on a leash when outside a Unit and all dogs shall be directly under the control of the Owner, Lessee or Occupant at all times. Any Person bringing a Permitted Pet onto the Common Elements shall immediately remove any feces or urine deposited on the Common Elements by the Permitted Pet, and such Person shall be liable to the Association for the cost of any cleaning of the Common Elements or the repair of any damage to the Common Elements caused or required by the Permitted Pet. Any Unit where a Permitted Pet is kept or maintained shall at all times be kept in a neat and clean condition. No structure for the care, housing, confinement, or training of any Permitted Pet shall be maintained

on any portion of the Common Elements or in any Unit so as to be visible from the exterior of the Building or any other Unit. Each Owner, Lessee, Occupant or other Person bringing or keeping a Permitted Pet within the Condominium shall be absolutely liable to other Owners, Lessees, and Occupants and their invitees for any damage to Persons or Property caused by such Permitted Pet.

(c) Upon the written request of any Owner, the Board of Directors shall determine whether, for the purposes of this Section, a Permitted Pet makes an unreasonable amount of noise, causes an odor which is detectable outside the Unit or is an annoyance to a person of ordinary sensibilities. Notwithstanding any other provision of this Section, no Permitted Pet which the Board of Directors determines, in its sole discretion, is of a breed which has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals shall be kept in a Unit or on any other portion of the Condominium. Any Permitted Pet which has bitten or attacked a person or other animal or any Permitted Pet which the Board of Directors, in its sole discretion, determines has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals in the Property or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to Owners, Lessees or Occupants or their guests shall be removed from the Condominium by the owner of the Permitted Pet within five (5) days after written demand for removal of the Permitted Pet is given to the owner by the Board of Directors. Each Owner and Occupant acknowledges and agrees that the Association must report any instance of a Permitted Pet attacking or biting any person or other animal to the appropriate governmental agencies.

4.7 Diseases and Insects. No Unit Owner shall permit any thing or condition to exist upon the Condominium, which could induce, breed or harbor infectious plant or animal diseases or noxious insects. Each Unit Owner shall perform such pest control activities in his Unit as may be necessary to prevent insects, rodents and other pests from being present in the Unit.

4.8 Motor Vehicles.

(a) As used in this Section, the term "Authorized Vehicles" means motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, sport utility vehicles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles and pickup trucks having a manufacturers rating or payload capacity of one ton or less, all of which shall not exceed seven (7) feet in height.

(b) Authorized Vehicles may be parked only in Garages or Parking Spaces. No Authorized Vehicle of an Owner, Lessee or Occupant of a Unit shall be parked in a Parking Space other than a Parking Space allocated to such Unit as a Limited

Common Element. No vehicles of any kind other than Authorized Vehicles shall be parked, stored or kept on any other part of the Common Elements.

(c) No Authorized Vehicle shall be parked in a Parking Space if such vehicle does not completely and clearly fit within the painted parking lines designated for the Parking Space or otherwise physically fit wholly in the Parking Space. Parking Spaces shall be used solely for the parking of Authorized Vehicles and shall not be used for storage. No maintenance, repair, restoration or construction of any Authorized Vehicle should be conducted in the Parking Spaces or any other part of the Common Elements.

(d) The Owner of a Unit may lease to another Owner, Lessee or Occupant, the Parking Space or Parking Spaces allocated to the Owner's Unit as a Limited Common Element, subject to such rules and regulations as may be adopted by the Board of Directors. The Owner of a Unit may not lease a Parking Space to any Person who is not also an Owner, Lessee or Occupant. The conveyance of the Unit to which the Parking Space is allocated as a Limited Common Element shall terminate any lease of such Parking Space.

(e) No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, kept, maintained, constructed, reconstructed or repaired on any part of the Condominium.

(f) The Board of Directors shall have the right to have any automobile, sport utility vehicle, van, truck, recreational vehicle, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association upon demand by the owner of the vehicle.

4.9 Signs. No signs (including, but not limited to, "For Sale" or "For Rent" signs) shall be permitted on the exterior of a Building or in the interior of a Unit if the signs would be visible from the exterior of the Building, or on any other portion of the Condominium without the prior written approval of the Board of Directors.

4.10 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

4.11 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or to any Owner, Lessee or Occupant or is an annoyance to any Owner, Lessee or Occupant or which interferes with the quiet enjoyment of a Unit by the Owner, Lessee or Occupant thereof, including any criminal or illegal activity by any Owner, Lessee or Occupant or their guests. Except as part of a security system, no exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the Condominium without the prior written approval of the Board of Directors.

4.12 Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board of Directors. The exterior side of drapes, blinds, shades, screens or other window coverings must be white or beige. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit shall be constructed or installed without the prior written consent of the Board of Directors. No tinting or film may be installed on any windows of a Unit without the prior written approval of the Board of Directors.

4.13 Patios and Balconies. Furniture, furnishings, umbrellas, pots and plants kept and maintained on any Patio or Balcony shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the Building in which the Unit is located and must be approved in writing by the Board of Directors unless expressly permitted by the Rules. No furniture, furnishings, umbrellas, pots, plants or other items which extend above the wall or railing of a Patio or Balcony shall be kept and maintained on any Patio or Balcony unless expressly permitted by the Rules or approved in writing by the Board of Directors. No astro turf, carpet or other floor covering shall be installed in any Patio or Balcony, without the prior written approval of the Board of Directors. No Patio or Balcony shall be used as a storage area for items or materials that are not customarily intended for use on a Patio or Balcony, such as the use of a Patio or Balcony to store bicycles or exercise equipment. No items may be hung from any Patio or Balcony or the ceiling, wall or railing enclosing the Patio or Balcony, and no items shall be affixed to any wall or railing enclosing the Patio or Balcony. The Rules may govern and regulate the nature and extent of plants, shrubs, flowers and other landscaping that may be installed or kept in Patios or Balconies. Without the prior written approval of the Board of Directors, no Owner, Lessee or Occupant shall remove or alter any flooring installed in a Patio or Balcony as part of the original construction of the Patio or Balcony. No spas or hot tubs shall be installed or kept on any Patio or Balcony. No barbecue grill or other open flame device and no fixed or portable Lp-gas burners or barbecues shall be operated or used on any Patio or Balcony.

4.14 Leasing Restrictions. No Unit shall be leased by a Unit Owner for an initial term of less than thirty (30) days. No portion of a Unit which is less than the

entire Unit shall be leased. The Association may establish Rules concerning the procedure to be utilized by Unit Owners that seek to rent or lease their Units to ensure compliance with this Section. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Rules and that any violation of this Declaration or the Rules by the Lessee or the other occupants shall be in default under the lease. There shall be no subleasing of the Units or assignment of leases. At least ten (10) days before executing a lease, the Unit Owner shall provide the Association with a copy of the proposed lease and the following information: (1) the commencement date and expiration date of the lease term; (2) the names of each of the Lessees and each other Person who will reside in the Unit during the lease term; (3) the telephone number at which the Lessee can be contacted; (4) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (5) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Unit. Any Owner who leases his Unit must provide the Lessee with copies of this Declaration and the Rules. A Unit Owner shall be liable for any violation of this Declaration or the Rules by the Lessees or other occupants of the Unit and their guests and invitees and, in the event of any such violation, the Unit Owner, upon demand of the Association, shall immediately take all necessary steps to correct any such violations or, if demanded by the Board of Directors, immediately take all necessary action (including, but not limited to, legal action) to remove from the Unit the Lessees and all other persons residing in the Unit pursuant to the lease. The provisions of this Section shall not apply to the leasing or subleasing of a Unit by the Declarant or the Association.

4.15 Garages. No Garage shall be converted to living space or altered or used for storage of material or other purposes which would prevent the use of the Garage for the parking of the number of vehicles for which it was designed. The interior of all Garages shall be maintained and kept in a neat and clean condition, free of debris or unsightly objects. Garage doors shall be kept closed except when the opening of the door is necessary to permit ingress or egress.

4.16 Time Sharing. No Unit shall be divided or conveyed on a time increment basis or measurable chronological periods or pursuant to any agreement, plan, program or arrangement under which the right to use, occupy or possess a Unit, or any portion thereof, rotates among various Persons on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time one hundred eighty (180) consecutive calendar days or less.

4.17 Hazardous Materials. No Owner, Lessee or Occupant shall use or keep in a Unit or any Limited Common Element allocated to the Unit any kerosene, gasoline, or inflammable or combustible fluid or material or other hazardous materials, other than

those required, in limited quantities, for normal cleaning of the Unit and the Limited Common Element.

ARTICLE 5
MAINTENANCE AND REPAIR OF
COMMON ELEMENTS AND UNITS

5.1 Duties of the Association.

(a) The Association shall maintain, repair and replace all Common Elements, except for (1) the Limited Common Elements which the Unit Owners are obligated to maintain, repair and replace pursuant to Section 5.2 and (2) any part of the Common Elements to be maintained, repaired and replaced by a governmental body or agency. The Association shall also maintain, repair and replace the concrete floors of the Patios and the walls, railings and gates enclosing Patios, but the Association shall not be responsible for the maintenance, repair or replacement of any carpeting or other floor covering that may be installed on a Patio or Balcony by the Owner, Lessee or Occupant thereof with the approval of the Association. The Association shall also maintain, repair and replace the concrete floors of the Balconies and the walls, railings and gates enclosing the Balconies, but the Association shall not be responsible for the maintenance, repair or replacement of any carpeting or other floor covering that may be installed on a Balcony by the Owner, Lessee or Occupant thereof with the approval of the Association.

(b) The Board of Directors shall be the sole judge as to the appropriate maintenance, repair and replacement of all Common Elements, but all Common Elements shall be maintained in good condition and repair at all times. No Owner, Lessee, Occupant or other Person shall construct or install any Improvements on the Common Elements or alter, modify or remove any Common Elements without the prior written approval of the Board of Directors. No Owner, Lessee, Occupant or other Person shall obstruct or interfere with the Association in the performance of the Association's maintenance, repair and replacement of the Common Elements or any components of the Units which the Association is obligated to maintain, repair or replace.

(c) Owners, Lessees and Occupants shall immediately notify the Association of any broken or leaking water pipes, toilets, clothes washers or hot water heaters and any water intrusion into the Buildings from the roofs or windows, and any Owner, Lessee or Occupant who fails to provide such notification shall be liable to the Association and the other Owners, Lessees and Occupants for any damages that may be caused by such failure.

(d) In the event any plumbing pipes or fixtures serving a Unit are located within the boundaries of another Unit, then the Owner of the Unit served shall

have an easement over, upon and through such other Unit for the maintenance, repair and replacement of such plumbing pipes and fixtures; provided, however, that except in case of emergency, the Owner of the Unit served shall give the Owner or Lessee of the other Unit at least forty-eight hours notice prior to entering the other Unit.

(e) The Association shall (1) regularly inspect the parts of the Condominium that the Association is obligated to maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or water damage; (2) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that the Association is obligated to maintain; (3) remediate or replace, in accordance with the current industry accepted methods, any building material located in the parts of the Condominium that the Association is obligated to maintain that has absorbed water or moisture as a result of water intrusion; and (4) promptly and regularly remediate in accordance with current industry-accepted methods all mold and/or mildew discovered in the parts of the Condominium that the Association is obligated to maintain.

5.2 Duties of Unit Owners.

(a) Each Owner shall maintain, repair and replace, at his own expense, all portions of the Owner's Unit in a good, clean and sanitary condition. In addition, each Owner shall be responsible for the maintenance, repair and replacement of the Limited Common Elements allocated to his Unit pursuant to Subsections 2.8(a)(1), 2.8(a)(2) and 2.8(a)(3). Each Owner shall be responsible for maintaining the interior of the Patio and Balcony allocated to the Owner's Unit as a Limited Common Element in a good, clean and sanitary condition. Each Owner shall be responsible for the maintenance, repair or replacement of any carpeting or other floor covering that may be installed by the Owner, Lessee or Occupant thereof with the approval of the Association in the Patio or Balcony allocated to the Owner's Unit as a Limited Common Element. Each Owner shall be responsible for (1) maintaining the interior of the Garage allocated to the Owner's Unit as a Limited Common Element in a good, clean and sanitary condition, (2) painting the interior surface of the walls and the ceiling of the Garage, and (3) maintenance, repair and replacement of the Garage door and the electronic garage door opener for the Garage.

(b) Any Owner, Lessee or Occupant that leaves their Unit unoccupied for more than seven (7) consecutive days shall turn off the water to all toilets and the clothes washer in the Unit. Each Unit Owner shall (1) regularly inspect the Owner's Unit and any part of the Common Elements that the Owner is obligated to maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion

(except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or water damage; (2) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the Owner's Unit and any part of the Common Elements that the Owner is obligated to maintain; (3) remediate or replace, in accordance with the current industry accepted methods, any building material located in the Owner's Unit and any part of the Common Elements that the Owner is obligated to maintain that has absorbed water or moisture as a result of water intrusion; and (4) promptly and regularly remediate in accordance with current industry-accepted methods all mold and/or mildew discovered in the Owner's Unit and any part of the Common Elements that the Owner is obligated to maintain. Each Owner, Lessee and Occupant further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

5.3 Repair or Restoration Necessitated by Owner. Each Owner shall be liable to the Association for any damage to the Common Elements or the Improvements, landscaping or equipment thereon which results from the negligence or willful misconduct of the Owner or of the Owner's Lessees, Occupants or Invitees or from any violation of this Declaration or the Rules by an Owner or by the Owner's Lessees, Occupants or Invitees. The cost to the Association of any such repair, maintenance or replacements required by such act of an Owner or of the Owner's Lessees, Occupants or Invitees shall be assessed against the Owner as provided in Section 7.2(d). In addition, each Owner shall be liable to the other Unit Owners for any damage caused to such Owner's Unit which results from the negligence or willful misconduct of the Owner or the Owner's Lessees, Occupants or Invitees.

5.4 Owner's Failure to Maintain. If an Owner fails to maintain in good condition and repair the Owner's Unit or any Limited Common Element which the Owner is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed within fifteen (15) days after written notice has been given to the Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement, plus an administrative fee equal to fifteen percent (15%) of such costs, shall be assessed against the nonperforming unit Owner pursuant to Section 7.2(d).

ARTICLE 6 **THE ASSOCIATION**

6.1 Rights, Powers and Duties of the Association. No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with

such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act. The Association shall have the right to finance capital improvements in the Condominium by encumbering future Assessments if such action is approved by the affirmative vote of Unit Owners holding more than two-thirds (2/3) of the votes in the Association. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, the Board of Directors may act in all instances on behalf of the Association.

6.2 Directors and Officers. During the Period of Declarant Control, the Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association, and such directors and officers do not have to be Unit Owners. The initial directors and officers of the Association shall be designated in the Articles, and such designation shall constitute the appointment of such directors and officers by the Declarant. When the Period of Declarant Control expires, the Unit Owners shall elect the Board of Directors which shall consist of at least three members, all of whom must be Unit Owners. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association. For the limited purpose of determining whether a natural person is a Unit Owner and therefore eligible to serve on the Board of Directors, the spouse of a natural person who is a Unit Owner and any member, manager, shareholder, partner, director, officer or other authorized representative of a corporation, general partnership, limited partnership, limited liability company, limited liability partnership or other legal entity that is a Unit Owner shall be considered a Unit Owner. The Declarant may voluntarily surrender the right to appoint and remove the members of the Board of Directors and the officers of the Association before the expiration of the Period of Declarant Control, and in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

6.3 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use of the Units and the Common Elements.

6.4 Identity of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of the Unit Owners. Membership in the Association shall be mandatory. An Owner shall automatically, upon becoming an Owner, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to each Unit and may not be separately assigned, transferred or conveyed.

6.5 Personal Liability. No director or officer of the Association, no member of any committee of the Association, no managing agent of the Association or such managing agent's employees and no other person acting on behalf of the Board of Directors shall be personally liable to any Member or to any other Person other than the Association for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence in the discharge of such person's duties and responsibilities under the Condominium Documents provided such person acted in good faith and without intentional misconduct.

ARTICLE 7 **ASSESSMENTS**

7.1 Preparation of Budget.

(a) At least thirty (30) days before the beginning of each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited, to: (1) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (2) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (3) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (4) such amounts as may be necessary to provide reserves for contingencies and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units. The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

(b) Within fifteen (15) days after the adoption of the budget for each fiscal year of the Association (except for the first fiscal year), the Board of Directors shall send to each Owner a summary of the budget and a statement of the amount of the Regular Assessment assessed against the Owner's Unit in accordance with Section 7.2. The failure or delay of the Board of Directors to adopt a budget for any fiscal year or to send each Owner a summary of the budget or a notice of the amount of the Regular Assessment for any fiscal year as required by this Subsection shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 7.2, and each Owner shall continue to pay the Regular Assessment for his Unit as established for the previous fiscal year until notice of the Regular Assessment for the new fiscal year has been given to the Owners by the Board of Directors.

7.2 Regular Assessment.

(a) For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to this Declaration) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability as set forth in Section 2.6. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, the Board of Directors may increase the Regular Assessment for that fiscal year and the revised Regular Assessment shall commence on the date designated by the Board of Directors.

(b) The Regular Assessments shall commence as to all Units on the day that the first Unit is conveyed to a Purchaser. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Regular Assessments or Special Assessments be paid in installments.

(c) Except as otherwise expressly provided for in Section 5.1 or elsewhere in this Declaration, all Common Expenses including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element, shall be assessed against all of the Units in accordance with Section 7.2(a).

(d) If any Common Expense is caused by the misconduct of any Owner, the Association shall assess that Common Expense exclusively against such Owner's Unit. Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities. If the use of any Unit increases the cost to the Association of the insurance maintained by the Association pursuant to Article 8, the increased cost shall be assessed solely to such Unit.

(e) All Assessments, monetary penalties and other fees and charges levied against a Unit shall be the personal obligation of the Owner of the Unit at the time the Assessments, monetary penalties or other fees and charges became due. The personal obligation of an Owner for Assessments, monetary penalties and other fees and charges levied against his Unit shall not pass to the Owner's successors in title unless expressly assumed by them.

(f) The Regular Assessments for any Unit owned by the Declarant on which construction has not been substantially completed shall be an amount equal to

twenty-five percent (25%) of the Regular Assessment for Units which have been substantially completed. For purposes of this Subsection, a Unit shall be deemed substantially completed when construction of the Unit is sufficiently complete so that the Unit may be lawfully occupied for residential use. The Declarant shall provide the Association with a certification of the date of substantial completion for each Unit, and such certification shall be binding on the Declarant, the Association and all Unit Owners. So long as any Unit owned by the Declarant qualifies for the reduced Regular Assessment provided for in this Subsection, the Declarant shall be obligated to pay to the Association any deficiency in the monies of the Association due to the Declarant having paid a reduced Regular Assessment and necessary for the Association to be able to timely pay all Common Expenses.

(g) The Association shall acquire and pay for the following: (1) water, sewer, electric, and other utility service for the Common Elements; (2) refuse and rubbish collection for the Common Elements and the Units; and (3) water and sewer service for the Units. Each Unit will be separately metered for electric service, and all charges for electric service to a Unit shall be billed directly to the Unit Owner by the electric company and shall be paid by the Unit Owner. The Units are not separately metered for water service.

7.3 Special Assessments. The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment (other than a Special Assessment levied pursuant to Section 9.1 as a result of the damage or destruction of all or part of the Common Elements) shall have first been approved by Owners representing two-thirds (2/3) of the votes in the Association who are voting in person or by proxy at a meeting duly called for such purpose. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Owners.

7.4 Enforcement Assessment. The Association may assess against a Unit Owner as an Enforcement Assessment any of the following expenses: (1) any Collection Costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Owner; (2) any attorney fees (whether or not a lawsuit is filed) incurred by the Association with respect to any violation of the Condominium Documents by the Owner or the Owner's Lessees, Occupants or Invitees; (3) any monetary penalties levied against the Owner; or (4) any amounts (other than Assessments) which become due and payable to the Association by the Owner or the Owner's Lessees, Occupants or Invitees pursuant to the Condominium Documents.

7.5 Purposes for which Association's Funds May be Used. The Association may use the funds and property collected and received by the Association (including,

but not limited to, all Assessments, fees, loan proceeds, surplus funds and all funds and property received from any other source) for the purpose of: (1) discharging and performing the Association's duties and obligations under the Condominium Documents or applicable law; (2) exercising the rights and powers granted to the Association by the Condominium Documents or applicable law; (3) providing or promoting activities and services the Board of Directors deems appropriate, necessary or desirable to foster or promote the common good and general welfare of the Condominium and the Owners, Lessees and Occupants; (4) contracting for services (including, without limitation, trash collection or cable television) to be provided to Owners, Lessees and Occupants; and (5) taking such other action as the Board of Directors deems necessary, appropriate or desirable for the management and administration of the Association or the benefit of the Association or the Condominium.

7.6 Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Any Assessment, or any installment of an Assessment, which is not paid within fifteen (15) days after the Assessment first became due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of interest established from time to time by the Board of Directors. If any Assessment, or any installment thereof, is not paid within fifteen (15) days after the Assessment first became due, the Association may assess against the delinquent Unit Owner a late fee in the amount established from time to time by the Board of Directors.

(b) The Association shall have a lien on each Unit for any Assessment levied against that Unit from the time the Assessment becomes due and for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments. The Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may be foreclosed in the same manner as a mortgage on real estate. Fees, charges, late charges, monetary penalties and interest charged pursuant to Section 33-1242, Paragraphs 10, 11 and 12 of the Arizona Revised Statutes, other than charges for late payment of Assessments, are not enforceable as Assessments under this Section 7.7. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment of the Assessment becomes due. The Association has a lien for fees, charges, late charges (other than charges for late payment of Assessments), monetary penalties or interest charged pursuant to Section 33-1242, Paragraphs 10, 11 and 12 of the Arizona Revised Statutes after the entry of a judgment in a civil suit for those fees, charges, late charges, monetary penalties or interest from a court of competent jurisdiction and the recording of that judgment in the records of the County Recorder of Maricopa County, Arizona, as otherwise provided by law. The Association's lien for monies other than for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may not be foreclosed and is

effective only on conveyance of any interest in the Unit. The recording of this Declaration constitutes record notice and perfection of the Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Association's lien, the Association shall have the right but not the obligation, to record a notice setting forth the amount of any delinquent Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments which are secured by the Association's lien.

(c) The Association's Lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments shall have priority over all liens, other interests and encumbrances except for: (1) liens and encumbrances Recorded before the recording of this Declaration; (2) liens for real estate taxes and other governmental assessments and charges; and (3) the lien of any First Mortgage or seller's interest in a first contract for sale recorded prior to the Assessment Lien. Any First Mortgagee or any other Person acquiring title or coming into possession of a Unit through foreclosure of the First Mortgage, purchase at a foreclosure sale or trustee's sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure shall acquire title free and clear of any claims for unpaid Assessments and charges against the Unit which became payable prior to the acquisition of such Unit by the First Mortgagee or other Person. Any assessments and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner.

(d) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law including, but not limited to: (1) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; or (2) bringing an action to foreclose the Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale.

7.7 Certificate of Payment. The Association or the Association's managing agent, upon receipt of a written request, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within fifteen

(15) days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association or the Association's managing agent may charge a reasonable fee in an amount established by the Board of Directors for each such statement.

7.8 No Exemption or Offsets. No Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his Unit. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

7.9 Initial Working Capital Fund. To provide the Association with initial operating funds, each Purchaser of a Unit from the Declarant or an Affiliate of Declarant shall pay to the Association, immediately upon becoming the Owner of the Unit, a sum equal to two monthly installments of the Regular Assessment for the Unit. Such amount shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. The amounts paid to the Association pursuant to this Section may be used for any purpose for which Association funds may be used pursuant to Section 7.6.

7.10 Reserve Contribution.

(a) Except as provided in Section 7.10.(a), each Purchaser shall pay to the Association, immediately upon becoming the Owner of the Unit, a contribution (the "Reserve Contribution") to the reserves to be established pursuant to Section 7.12. The amount of the initial Reserve Contribution shall be \$500.00. The Board of Directors may from time to time thereafter increase or decrease the amount of the Reserve Contribution.

(b) No Reserve Contribution shall be payable with respect to: (1) the transfer or conveyance of a Unit by devise or intestate succession; (2) a transfer or conveyance of a Unit to a family trust, family limited partnership or other Person for bona fide estate planning purposes; (3) a transfer or conveyance of a Unit to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the Reserve Contribution in which event a Reserve Contribution shall be payable with respect to such transfer or conveyance; (4) the conveyance of a Unit by a trustee's deed following a trustee's sale under a deed of trust; or (5) a conveyance of a Unit as a result of the foreclosure of a

realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded contract for the conveyance of real property subject to A.R.S. § 33-741, et seq.

(c) All Reserve Contributions shall be deposited in the Reserve Account established pursuant to Section 7.12. Reserve Contributions shall be non-refundable and shall not be considered as an advance payment of Assessments.

7.11 Transfer Fee. Each Purchaser shall pay to the Association, or, at the option of the Association, to the Association's managing agent, immediately upon becoming the Owner of the Unit a transfer fee in the amount set from time to time by the Board of Directors to compensate the Association for the administrative cost resulting from the transfer of a Unit. The transfer fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to mail or deliver to a purchaser under A.R.S. § 33-1260A and, therefore, the transfer fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S. § 33-1260C.

7.12 Reserves.

(a) The Board of Directors shall establish reserves for the future periodic maintenance, repair or replacement of the major components of the Common Elements which the Association is obligated to maintain, repair and replace. The reserves may be funded from Regular Assessments, the Reserve Contributions paid pursuant to Section 7.10, the Initial Working Capital Fund payments paid pursuant to Section 7.9 or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board of Directors in a separate bank account (the "Reserve Account") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. The Board of Directors periodically shall obtain a reserve study, which study shall at a minimum include (1) identification of the major components of the Common Elements which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years; (2) identification of the probable remaining useful life of the identified major components as of the date of the study; (3) an estimate of the cost of repair, replacement, restoration, or maintenance of the identified major components during and at the end of their useful life; (4) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the identified major components during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

(b) Unless the Association is exempt from Federal or State taxes, all reserves shall be accounted for as contributions to the capital of the Association and as

trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulation of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association.

ARTICLE 8
INSURANCE

8.1 Scope of Coverage.

(a) Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(1) A special form policy of property insurance with sprinkler leakage, debris removal and water damage endorsements, insuring the Common Elements. Such property insurance shall cover the interests of the Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear (subject, however, to the loss payment adjustment provisions in favor of an Insurance Trustee), in an amount equal to one hundred percent (100%) of the then current replacement cost of the Common Elements (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Condominium is located. The Board of Directors shall also obtain and maintain such coverage on all personal property owned by the Association.

(2) Broad form comprehensive general liability insurance, for a limit to be determined by the Board, but not less than \$1,000,000 for any single occurrence and \$2,000,000 in aggregate for the policy term insuring the Association, the Board of Directors, the manager or management agent and their respective agents and employees, and the Unit Owners from liability arising out of or in connection with the use, ownership, maintenance or operation of the Common Elements. Such insurance shall cover all occurrences commonly insured against resulting in death, bodily injury, property damage and/or personal and advertising injury. Such policy shall include (i) a cross liability clause to cover liabilities of the Owners as a group to an Owner; (ii) medical payments insurance; (iii) blanket contractual liability

coverage; and (iv) contingent liability coverage arising out of the use of hired and nonowned automobiles.

(3) Worker's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona and, if the Association has any employees, a policy of employer's liability insurance with coverage limits determined by the Board of Directors, but not less than the limits required for excess coverage under the Umbrella Liability Policy.

(4) Directors' and officers' liability insurance in an amount not less than \$1,000,000 covering all the directors and officers of the Association and naming the managing agent of the Association as an additional insured.

(5) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, the members of any committee or the Unit Owners.

(6) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees against Unit Owners and members of their household, except for claims against Unit Owners by members of their households for employee dishonesty or forgery.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(vi) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(vii) A standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(viii) Any Insurance Trust Agreement will be recognized by the insurer.

(ix) An "Agreed Amount Endorsement" and "Inflation Guard Endorsement" if such endorsements are available and are commonly required by prudent institutional mortgage investors in the area in which the Condominium is located.

(7) If required by any governmental or quasi-governmental agency (including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation) flood insurance in accordance with the applicable regulations of such agency.

(b) If, at the time of a loss insured under an insurance policy purchased by the Association, the loss is also insured under an insurance policy purchased by a Unit Owner, the Association's policy shall provide primary coverage.

(c) The Board of Directors may select deductibles applicable to the insurance coverage to be maintained by the Association pursuant to this Section 8.1 in order to reduce the premiums payable for such insurance. The deductible, if any, on any insurance policy obtained by the Association shall be a Common Expense, but the Association may assess to a Unit Owner any deductible amount necessitated by the negligence, misuse or neglect for which such Unit Owner is responsible.

(d) Notwithstanding any of the other provisions of this Article 8 to the contrary, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish such purpose. Each Unit Owner appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

(e) The Association and its directors and officers shall have no liability to any Owner or First Mortgagee or other Person having a lien on a Unit if, after a good faith effort, (1) the Association is unable to obtain insurance required hereunder because the insurance is no longer available; (2) if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances; or (3) the Members fail to approve any increase in the Regular Assessment needed to pay the insurance premiums.

(f) The Board of Directors shall determine annually whether the amounts and types of insurance the Association has obtained provide adequate coverage in light of increased construction costs, inflation, practice in the area in which the Condominium is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Owners and of the Association.

(g) All insurance policies obtained by the Association pursuant to this Article 8 shall be obtained from generally acceptable insurance carriers.

8.2 General Requirements All insurance provided for in this Article 8 shall be written under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Arizona. All such policies shall provide for a minimum of thirty (30) days advance written notice to the Association prior to the cancellation or material change of any insurance coverage under the policy.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

8.4 Insurance Obtained by Unit Owners. Each Unit Owner shall obtain and maintain (1) property insurance covering the Owner's Unit and all additions, alterations, and improvements (whether installed by such Unit Owner or any prior Unit Owner or whether originally in such Owner's Unit), as well as all furniture, furnishings and other personal property in such Owner's Unit; (2) liability insurance covering, to the extent not covered by the policies of liability insurance obtained by the Board of Directors for the benefit of all Unit Owners, such Unit Owner's liability for bodily injury, including death, and property damage arising out of the ownership, maintenance or use of the Owner's Unit. If requested to do so by the Board of Directors each Unit Owner shall provide the Board of Directors with a certificate of insurance evidencing such insurance coverage at least ten (10) days prior to the conveyance of the Unit to the Unit Owner, and thereafter at least thirty (30) days prior to the expiration of any policy.

8.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article 8 shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Board shall have the right to negotiate a settlement of the loss with the insurer and shall be entitled to receive all insurance proceeds paid by the insurer with respect to such loss. The Association or any Trustee under an Insurance Trust Agreement executed pursuant to Subsection 8.1(d) shall hold any insurance proceeds in trust for the Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in the Condominium Act.

8.6 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article 8 shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

ARTICLE 9
DESTRUCTION OF IMPROVEMENTS

9.1 Automatic Reconstruction. Any portion of the Condominium for which insurance is maintained by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (1) the Condominium is terminated; (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (3) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or allocated Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of the damaged or destroyed portion of the Condominium in excess of insurance proceeds and reserves shall be a Common Expense and shall be assessed to the Members as a Special Assessment pursuant to Section 7.3.

9.2 Determination Not to Reconstruct Without Termination. If eighty percent (80%) of the Unit Owners (including every Owner of a Unit or an allocated Limited Common Element which will not be rebuilt) vote not to rebuild, and the Condominium is not terminated in accordance with the Condominium Act, the insurance proceeds shall be distributed in proportion to their interests in the Common Elements to the Owners of those Units and the Owners to which those Limited Common Elements were allocated, or to lienholders as their interests may appear. The remainder of the proceeds shall be distributed to all Unit Owners or lienholders as their interests may appear in proportion to Common Element interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests in the Common Elements and in the Common Expenses shall be automatically reallocated as if the Unit had been condemned under A.R.S. § 33-1206A, and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocation.

9.3 Distribution of Insurance Proceeds in the Event of Termination of the Condominium. Notwithstanding any provisions of this Article 9 to the contrary, the distribution of insurance proceeds resulting from the damage or destruction of all or any part of the Common Elements shall be distributed as provided in the Condominium Act in the event of a termination of the Condominium.

9.4 Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Elements, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Elements. Any settlement made by the Association in good faith shall be binding upon all Owners and First Mortgagees. Insurance proceeds for any damage or destruction of any part of the Condominium covered by property insurance maintained by the Association shall be paid to the Association and not to any First Mortgagee or other lienholder. The Association shall

hold any proceeds in trust for the Unit Owners and lienholders as their interests may appear. Except as otherwise provided in Sections 9.1 and 9.2, all insurance proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged or destroyed Common Elements have been completely repaired or restored or the Condominium is terminated.

9.5 Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit not covered by property insurance maintained by the Association shall be made by and at the individual expense of the Owner of that Unit and shall be completed as promptly as practicable and in a lawful and workmanlike manner. Any installation or repair of improvements by an Owner shall be subject to the provisions of Section 4.3.

9.6 Priority. Nothing contained in this Article shall entitle an Owner to priority over any lender under a lien encumbering his Unit as to any portion of insurance proceeds allocated to such Unit.

ARTICLE 10 **EMINENT DOMAIN**

10.1 Total Taking of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for his Unit and interest in the Common Elements, regardless of whether any Common Elements are taken. Upon such a taking, unless the decree otherwise provides, that Unit's allocated interests in the Common Elements and in the Common Expenses shall automatically be reallocated to the remaining Units in proportion to their respective allocated interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration in compliance with the Condominium Act. Any remnant of a Unit remaining after part of a Unit is taken becomes a Common Element.

10.2 Partial Taking of a Unit. Except as provided in Section 10.1, if part of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in the value of his Unit and interest in the Common Elements, regardless of whether any Common Elements are taken. On acquisition, unless the decree otherwise provides, that Unit's allocated interests in the Common Elements and in the Common Expenses shall be reduced in proportion to the reduction in size of the Unit and the portion of the allocated interests divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest.

10.3 Taking of Common Elements. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Association for the benefit of the Unit Owners, and any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition.

10.4 Taking of Entire Condominium. In the event the Condominium in its entirety is acquired by eminent domain, the Condominium is terminated and the provisions of A.R.S. § 33-1228 apply.

10.5 Priority and Power of Attorney. Nothing contained in this Article 10 shall entitle an Owner to priority over any First Mortgagee under a lien encumbering his Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Elements, or any part thereof. This power of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 11 **DISPUTE RESOLUTION**

11.1 Defined Terms. As used in this Article 11, the following terms shall have the meaning set forth below:

(1) **"Alleged Defect"** means any alleged defect or deficiency in the planning, design, engineering, grading, construction or development of the Common Elements or any Unit by a Declarant Party including, without limitation, any failure to comply with applicable building codes or federal, state or local laws, ordinances or regulations or any failure to comply with any express or implied warranty or standard of workmanship.

(2) **"Declarant Party"** means: (i) the Declarant and its members, managers, officers and employees; (ii) an Affiliate of Declarant; (iii) any general contractors, subcontractors, material suppliers, labor suppliers, architects, engineers, surveyors, consultants or other Persons who furnished labor or services or supplied materials in connection with the initial design, development and/or construction of the Buildings and

other Improvements in the Condominium or in connection with any addition, renovation, repair or reconstruction of the Buildings or other Improvements in the Condominium; or (iii) any employee or other representative of the Declarant who serves as a director or officer of the Association.

(3) **"Claim"** means: (i) any claim or cause of action by a Claimant against a Declarant Party arising out of or related in any way to an Alleged Defect (including, without limitation, any claim or cause of action for breach of express or implied warranties, strict liability, negligence or consumer fraud) or that a Declarant Party was negligent in the planning, design, engineering, grading, construction or development of the Condominium; or (ii) any claim or cause of action against a Declarant Party arising out of or in any way related to the development of the Condominium or the management or operation of the Association, including, without limitation, any claim for negligence, fraud, intentional misconduct or breach of fiduciary duty.

11.2 Agreement to Resolve Certain Disputes Without Litigation. The Association, all Unit Owners and all Declarant Parties agree that it is in the best interests of the Association, the Unit Owners and the Declarant Parties to encourage the amicable resolution of Claims and to resolve Claims without the emotional and financial costs of litigation. Therefore, the Association, all Unit Owners and all Declarant Parties agree that all Claims shall be resolved exclusively in accordance with the dispute resolution procedures set forth in this Article 11.

11.3 Notice of Claim. The Association or any Unit Owner who contends or alleges to have a Claim (a "Claimant") against any Declarant Party (a "Respondent") shall notify each Respondent in writing of the Claim (the "Claim Notice"), stating plainly and concisely: (1) the nature of Claim, including, date, time, location, Persons involved, and Respondent's role in the Claim; (2) the factual and legal basis of the Claim; and (3) what Claimant wants Respondent to do or not do to resolve the Claim. If the Claim involves an Alleged Defect, the Claim Notice shall state plainly and concisely: (1) the nature and location of the Alleged Defect; (2) the date on which the Association or Unit Owner giving the Notice of Alleged Defect first became aware of the Alleged Defect; and (3) whether the Alleged Defect has caused any damage to any persons or property. If the Alleged Defect is alleged to be the result of an act or omission of a person licensed by the State of Arizona under Title 20 or Title 32 of the Arizona Revised Statutes (a "Licensed Professional"), then the Claim Notice from the Association must be accompanied by an affidavit from a Licensed Professional in the same discipline as the

Licensed Professional alleged to be responsible for the Alleged Defect. The affidavit must contain the information required to be contained in a preliminary expert opinion affidavit submitted pursuant to Section 12-2602B of the Arizona Revised Statutes. The Claimant and the Respondent shall negotiate in good faith in an attempt to resolve the Claim. If the Claim is not resolved to the satisfaction of the Claimant within one hundred twenty (120) days after the Claim Notice is given to the Respondent, then the Claimant may proceed with submitting the Claim to mediation pursuant to Section 11.5.

11.4 Right to Enter, Inspect, Repair and/or Replace. Whether or not a Claim Notice has been given pursuant to Section 11.3, a Declarant Party and its employees, agents, contractors, subcontractors and consultants shall have the right, upon reasonable notice to the Association or a Unit Owner and during normal business hours, to enter onto or into, as applicable, the Common Elements and any Unit for the purposes of inspecting and/or conducting testing to with respect to any Alleged Defect, and, if deemed necessary by the Declarant Party, to correct, repair and/or replace any Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, the Declarant Party shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances. Nothing set forth in this Section 11.4 shall be construed to impose any obligation on any Declarant Party to inspect, test, repair, or replace any item or Alleged Defect for which the Declarant Party is not otherwise obligated. The right of a Declarant Party and its employees, agents, contractors and consultants to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a written document, in recordable form, executed and Recorded by the Declarant Party. In no event shall any statutes of limitations be tolled during the period in which a Declarant Party conducts any inspection, testing, repair or replacement of any Alleged Defects.

11.5 Mediation. If the Parties do not resolve the Claim through negotiation within one hundred twenty (120) days after the Claim Notice is given to the Respondent, Claimant shall have sixty (60) additional days within which to submit the Claim to mediation by the American Arbitration Association ("AAA") or such other independent mediation service selected by mutual agreement of the Claimant and the Respondent. If Claimant does not submit the Claim to mediation within the time period specified in this Section, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim. If the Parties do not settle the Claim within sixty (60) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation Notice"). The Termination of Mediation Notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

11.6 Binding Arbitration.

(a) In the event a Claim is not resolved by mediation, the Claimant shall have ninety (90) days after the date of the Termination of Mediation Notice to submit the Claim to binding arbitration in accordance with this Section 11.6. If the Claimant fails to timely submit the Claim to arbitration, then the Claim shall be deemed waived and abandoned and the Respondent shall be relieved of any and all liability to Claimant arising out of the Claim. A Claimant may only submit a Claim in arbitration on its own behalf. No Claimant may submit a Claim in arbitration as a representative or member of a class, and no Claim may be arbitrated as a class action. The Association, the Unit Owners and all Declarant Parties agree that all Claims that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this Section 11.6. The Association, the Unit Owners and all Declarant Parties waive their right to have a Claim resolved by a court, including, without limitation, the right to file a legal action as the representative or member of a class or in any other representative capacity. The Claimant and Respondent shall cooperate in good faith to assure that all Declarant Parties who may be liable to the Claimant or Respondent with respect to the Claim are made parties to the arbitration.

(b) In the event the Claimant is the Association and the Claim involves an Alleged Defect, the Association shall not submit the Claim to arbitration until the Association has given written notice of the Claim to all Members, which notice shall (at a minimum) include: (1) a description of the Claim; (2) a description of the attempts of Declarant or any other Declarant Party to correct such Alleged Defect and the opportunities provided to Declarant or any other Declarant Party to correct such Alleged Defect; (3) a certification from an engineer licensed in the State of Arizona that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such engineer; (4) the estimated cost to repair such Alleged Defect; (5) the name and professional background of the attorney retained by the Association to pursue the Claim and a description of the relationship between such attorney and member(s) of the Board of Directors (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the Claim and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the action; and (9) an affirmative statement from the Board of Directors that the action is in the best interests of the Association and its Members.

(c) If the Claimant submits the Claim to binding arbitration in accordance with this Section 11.6, the arbitration shall be conducted in accordance with the following:

(1) The arbitration shall be initiated by either party delivering to the other a Notice of Intention to Arbitrate as provided for in the AAA Commercial Arbitration Rules or such other rules as the AAA may determine to be applicable (the "AAA Rules").

(2) The arbitration shall be conducted in accordance with the AAA Rules and A.R.S. § 12-3001, et seq. In the event of a conflict between the AAA Rules and this Section 11.6, the provisions of this Section 11.6 shall govern.

(3) The parties shall appoint a single arbitrator (the "Arbitrator") by mutual agreement. If the parties have not agreed within ten (10) days of the date of the Notice of Intention to Arbitrate on the selection of an arbitrator willing to serve, the AAA shall appoint a qualified Arbitrator to serve.

(4) The Arbitrator shall be neutral and impartial. The Arbitrator shall be fully active in such Arbitrator's occupation or profession, knowledgeable as to the subject matter involved in the dispute, and experienced in arbitration proceedings. The foregoing shall not preclude otherwise qualified retired lawyers or judges from acting as the Arbitrator.

(5) Any candidate for the role of Arbitrator shall promptly disclose to the parties all actual or perceived conflicts of interest involving the dispute or the parties. No Arbitrator may serve if such person has a conflict of interest involving the subject matter of the dispute or the parties. If an Arbitrator resigns or becomes unwilling to continue to serve as an Arbitrator, a replacement shall be selected in accordance with the procedure set forth in Section 11.6(c)(3).

(6) The Arbitrator shall be fully compensated for all time spent in connection with the arbitration proceedings in accordance with the Arbitrator's usual hourly rate unless otherwise agreed to by the parties. Pending the final award, the Arbitrator's compensation and expenses shall be advanced equally by the parties.

(7) Within thirty (30) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order. The matters which may be addressed include, in addition to those set forth in the AAA Rules, the following: (i) definition of issues; (ii) scope, timing and types of discovery, if any; (iii) schedule and place(s) of hearings; (iv) setting of other timetables; (v) submission of motions and briefs; (vi) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one or more neutral experts, and whether, if this is done, engagement of experts by the parties can be obviated or minimized; (vii) whether and to what extent

the direct testimony of witnesses will be received by affidavit or written witness statement; and (viii) any other matters which may promote the efficient, expeditious, and cost-effective conduct of the proceeding.

(8) The Arbitrator shall actively manage the proceedings as the Arbitrator deems best so as to make the proceedings expeditious, economical and less burdensome than litigation.

(9) All papers, documents, briefs, written communication, testimony and transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys and expert witnesses (where applicable to their testimony), except that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

(10) Hearings may be held at any place within Maricopa County, Arizona designated by the Arbitrator and, in the case of particular witnesses not subject to subpoena at the usual hearing site, at a place where such witnesses can be compelled to attend.

(11) The Arbitrator shall promptly (but, in no event later than sixty (60) days following the conclusion of the proceedings or such longer period as the parties mutually agree) determine the claims of the parties and render a final award in writing. The Arbitrator may award the prevailing party in the proceeding all or a part of such party's reasonable attorneys' fees and expert witness fees, taking into account the final result of arbitration, the conduct of the parties and their counsel in the course of the arbitration, and other relevant factors. The Arbitrator shall not award any punitive damages or other exemplary relief. The Arbitrator shall not award indirect, consequential or special damages regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made. The Arbitrator shall assess the costs of the proceedings (including, without limitation, the fees of the Arbitrator) against the non-prevailing party.

11.7 Use of Funds. Any judgment, award or settlement received by a Claimant in connection with a Claim involving an Alleged Defect shall first be used to correct and/or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Claimant receiving the judgment, award or settlement is the Association, any excess funds remaining after repair of such Alleged Defect shall be paid into the Association's reserve fund.

11.8 Approval of Arbitration or Litigation. The Association shall not deliver a Claim Notice to any Declarant Party or commence any legal action or arbitration proceeding or incur legal expenses (including without limitation, attorneys' fees) in connection with any Claim without the written approval of Unit Owners entitled to cast more than eighty percent (80%) of the total votes in the Association, excluding the votes of any Unit Owner who would be a defendant in such proceedings. The Association must pay for any such legal action or mediation or arbitration proceeding with monies that are specifically collected for such purposes and may not borrow money or use reserve funds or other monies collected for specific Association obligations other than legal fees. In the event that the Association commences any legal action or arbitration proceeding involving a Claim relating to an Alleged Defect, all Unit Owners must notify prospective purchasers of their Unit of such legal action or arbitration proceeding and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with Section 11.6.

11.9 Statute of Limitations. All statutes of limitations applicable to Claims shall apply to the commencement of arbitration proceedings under Section 11.6. If the arbitration proceedings are not initiated within the time period provided by Arizona law for the filing of a legal action with respect to the Claim, the Claim shall forever be barred.

11.10 Federal Arbitration Act. Because many of the materials and products incorporated into the Condominium are manufactured in other states, the development and conveyance of the Units evidences a transaction involving interstate commerce and the Federal Arbitration Act (9 U.S.C. §1, et. seq.) now in effect or as it may be hereafter amended, will govern the interpretation and enforcement of the arbitration provisions of this Declaration.

11.11 Conflicts. In the event of any conflict between this Article 11 and any other provision of the Condominium Documents, this Article 11 shall control. In the event of any conflict between the provisions of this Article 11 and the terms of any express warranty provided to a Purchaser by a Declarant or any third party home warranty company in connection with the purchase of a Unit from a Declarant, the provisions of the express warranty shall control; provided, however, that if the Claim is being asserted by the Association, the approval of the members of the Association required by Section 11.8 must be obtained prior to the Association demanding arbitration of the Claim or filing any legal action with respect to the Claim.

BY ACCEPTANCE OF A DEED OR BY ACQUIRING A UNIT, EACH PERSON, FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY CLAIM RESOLVED ACCORDING TO THE FEDERAL ARBITRATION ACT, THE ARIZONA REVISED STATUTES PERTAINING TO THE ARBITRATION OF DISPUTES TO THE EXTENT NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT AND THE PROVISIONS OF THIS ARTICLE 11 AND WAIVES THE RIGHT TO PURSUE ANY DECLARANT PARTY IN ANY MANNER OTHER

THAN AS PROVIDED IN ARTICLE 11. THE ASSOCIATION, EACH UNIT OWNER AND DECLARANT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS AS PROVIDED IN THIS ARTICLE 11, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIM TRIED BEFORE A JURY. THE ASSOCIATION, EACH UNIT OWNER AND DECLARANT FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A CLAIM. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A UNIT, EACH UNIT OWNER VOLUNTARILY ACKNOWLEDGES THAT HE IS WAIVING ANY RIGHTS HE MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR OTHER EXEMPLARY RELIEF OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A CLAIM.

IF A UNIT OWNER OR THE ASSOCIATION FILES A CIVIL ACTION ASSERTING ANY CLAIM AGAINST ANY DECLARANT PARTY INSTEAD OF COMPLYING WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS ARTICLE 11 (OR THE OTHER DISPUTE RESOLUTION PROVISIONS, AS APPLICABLE), THE PARTY AGGRIEVED BY THE FILING MAY APPLY TO THE MARICOPA COUNTY SUPERIOR COURT FOR AN ORDER DISMISSING THE CIVIL ACTION AND COMPELLING THE FILING PARTY TO SUBMIT THE CLAIM TO THE DISPUTE RESOLUTION PROVISIONS APPLICABLE THERETO. THE APPLYING PARTY SHALL BE ENTITLED TO IMMEDIATE ENTRY OF AN ORDER OF DISMISSAL AND A MANDATORY AWARD OF ATTORNEY'S FEES AND TAXABLE COSTS INCURRED IN COMPELLING COMPLIANCE WITH THE APPLICABLE DISPUTE RESOLUTION PROVISION.

IN THE EVENT THE ARBITRATION PROVISIONS OF THIS ARTICLE 11 ARE HELD NOT TO APPLY OR ARE HELD INVALID OR UNENFORCEABLE FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. EACH OWNER IN THE ASSOCIATION, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVE AND COVENANT NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR DECLARANT'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT, ANY OWNER, THE ASSOCIATION OR THE RESPECTIVE SUCCESSORS AND ASSIGNS.

ARTICLE 12 GENERAL PROVISIONS

12.1 Enforcement.

(a) The Association may enforce the Condominium Documents in any manner provided for in the Condominium Documents or by law or in equity, including, but not limited to:

- (1) imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the Unit Owner

or other violator. A Unit Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Occupant of the Owner's Unit or by any Invitee of the Unit Owner or any Lessee or Occupant;

(2) suspending a Unit Owner's right to vote;

(3) suspending any Person's right to use any facilities within the Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(4) suspending any services provided by the Association to a Unit Owner or the Owner's Unit if the Unit Owner is more than fifteen (15) days delinquent in paying any assessment or other charge owed to the Association;

(5) exercising self-help or taking action to abate any violation of the Condominium Documents provided, however, that judicial proceedings must be instituted before any items of construction can be altered or demolished;

(6) requiring a Unit Owner, at the Unit Owner's expense, to remove any Improvement installed or constructed in such Owner's Unit or in any Limited Common Element allocated to the Owner's Unit in violation of this Declaration and to restore the Unit or the Limited Common Element to its previous condition and, upon failure of the Unit Owner to do so, the Board of Directors or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass and all costs incurred by the Association shall be paid to the Association by the Unit Owner upon demand by the Association;

(7) without liability to any person, prohibiting any contractor, subcontractor, agent, employee or other invitee of a Unit Owner who fails to comply with the terms and provisions of the Condominium Documents from continuing or performing any further activities of the Condominium;

(8) towing vehicles which are parked in violation of this Declaration or the Rules;

(9) filing a suit at law or in equity to enjoin a violation of the Condominium Documents, to compel compliance with the Condominium Documents, to recover monetary penalties or money damages or to obtain such other relief as to which the Association may be entitled;

(10) recording a written notice of a violation of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the legal description of the Unit against which the notice is being recorded; (ii) a brief description of the nature of the violation; and (iii) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents.

(b) The Association shall not be obligated to take any enforcement action if the Board of Directors determines, in its sole discretion, that because of the strength of possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board of Directors, enforcement action would not be appropriate or in the best interests of the Association.

(c) Any Unit Owner may enforce the Condominium Documents in any manner provided for in this Declaration or at law or in equity, except that a Unit Owner may not exercise any remedy provided to the Association by this Declaration or enforce payment of any Assessments or other amounts payable to the Association pursuant to the Condominium Documents.

(d) All rights and remedies of the Association under the Condominium Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Condominium Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Condominium Documents in the future. If any lawsuit is filed by the Association or any Owner to enforce the provisions of the Condominium Documents or otherwise arising out of the Condominium Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorney fees incurred by the prevailing party in the action.

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

12.3 Duration. The covenants and restrictions of this Declaration, as amended from time to time, shall run with and bind the Condominium in perpetuity unless the Condominium is terminated as provided in Section 12.4.

12.4 Termination of Condominium. Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated. An agreement to terminate the Condominium must be evidenced by the execution or ratifications of a termination agreement, in the same manner as a deed by the requisite number of Unit Owners.

12.5 Amendment.

(a) Except in cases of amendments that may be executed by a Declarant in the exercise of its Development Rights or under Section 33-1220 of the Condominium Act, by the Association under Section 33-1206 or 33-1216(D) of the Condominium Act, or by certain Unit Owners under Section 33-1218(B), Section 33-1222, Section 33-1223 or Section 33-1228(B) of the Condominium Act, the Declaration, including the Plat, may be amended only by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

(b) Except to the extent expressly permitted or required by the Condominium Act, an amendment to this Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the Allocated Interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners. Any amendment to this Declaration adopted by the Unit Owners during the Period of Declarant Control must be approved in writing by the Declarant. After the expiration of the Period of Declarant Control, an amendment to this Declaration shall not amend or delete any provisions of Article 11 or this Section 12.5.(b) in the absence of the unanimous consent of the Unit Owners.

(c) An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless the Declarant approves the amendment in writing. No amendment to Article 11, Section 12.5(b) or this Section 12.5(c) shall be effective unless the Declarant approves the amendment in writing even if the Declarant no longer owns any Unit at the time of such amendment.

(d) During the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to: (1) comply with the

Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (2) correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner; or (3) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including without limitation, the Department of Veterans Affairs, the Federal Housing Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

(e) Any amendment adopted by the Unit Owners pursuant to Section 12.5(a) shall be signed by the President or Vice President of the Association and shall be Recorded within thirty (30) days after the adoption of the amendment. Any amendment made by the Declarant pursuant to Section 12.5(d) or the Condominium Act shall be executed by the Declarant and shall be Recorded.

12.6 Notices. All notices, demands, statements or other communications required to be given to or served on a Unit Owner under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Owner. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association. A notice given by mail, whether regular, certified, or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Owners shall constitute notice to all Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

12.7 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

12.8 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration. Unless otherwise specified, all references in this Declaration to Articles or Sections refer to Articles or Sections of this Declaration.

12.9 Survival of Liability. The termination of membership in the Association shall not relieve or release any former Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

12.10 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Association Rules, the provisions of this Declaration shall prevail.

12.11 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

12.12 Guests and Tenants. Each Unit Owner shall be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner's failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

12.13 Attorneys' Fees. In the event the Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce a lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees incurred in the action.

12.14 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

JABT, L.L.C., an Arizona limited liability company

By: _____

JD Ghelfi

EXHIBIT A

**LEGAL DESCRIPTION OF
PROPERTY SUBMITTED TO CONDOMINIUM**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 EAST BEARS NORTH 00° 26' 24" EAST, A DISTANCE OF 265.15';

THENCE SOUTH 00° 26' 24" WEST, 120.05 FEET;

THENCE NORTH 89° 59' 38" WEST, 171.06 FEET;

THENCE NORTH 00 ° 21' 58" EAST, 119.89 FEET;

THENCE NORTH 89° 56' 25" EAST, 171,22 FEET TO THE POINT OF BEGINNING;

EXCEPT, THE EAST 30 FEET THEREOF FOR RIGHT OF WAY 34TH STREET.

"UPTOWN BILTMORE"

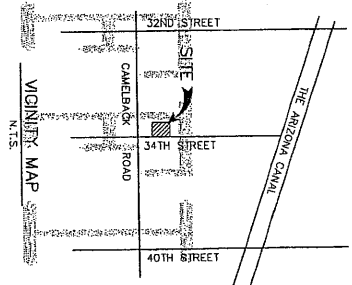
A CONDOMINIUM,
 LOCATED IN THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
 QUARTER OF SECTION 13, TOWNSHIP 2 NORTH,
 RANGE 3 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA
 COUNTY, ARIZONA
 OWNER: JABT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BOOK 1078 PAGE 19
 MARICOPA COUNTY RECORDER
 HELEN HARBELL
 2011-0175661
 02/24/2011 1:33 PM

RECORDER'S COPY

NOTES:

1. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
 - (A) THE VERTICAL (PERMETER OR LATERAL) BOUNDARIES ARE THE INTERIOR UNFINISHED SURFACES OF THE PERIMETER WALLS, DOORS AND WINDOWS OF THE UNIT;
 - (B) THE LOWER HORIZONTAL BOUNDARY IS THE UNFINISHED FLOOR OF THE FIRST LEVEL OF THE UNIT; AND
 - (C) THE UPPER HORIZONTAL BOUNDARY IS THE UNFINISHED CEILING OF THE SECOND LEVEL OF THE UNIT.
2. THE COMMON ELEMENTS OF "UPTOWN BILTMORE," A CONDOMINIUM, SHALL CONSIST OF ALL THE PROPERTY WITHIN THE BOUNDARIES OF THE CONDOMINIUM AS SHOWN ON THIS CONDOMINIUM MAP, EXCEPT FOR THE COMMON ELEMENTS WHICH THE UNIT OWNERS ARE OBLIGATED TO MAINTAIN, REPAIR, AND REPLACE PURSUANT TO THE CONDOMINIUM DOCUMENTS FOLLOWING THE RECORDING OF THIS PLAT.
3. TIES SHOWN ARE TO OUTSIDE FACE OF BUILDINGS, (GROUND LEVEL).
4. THIS CONDOMINIUM DEVELOPMENT IS LOCATED WITHIN THE CITY OF PHOENIX, MARICOPA COUNTY, AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. AN ASSOCIATION, WHOSE MEMBERS WILL BE THE OWNERS OF THE UNITS, SHALL BE FORMED TO MAINTAIN, REPAIR, AND REPLACE THE COMMON ELEMENTS OF THE CONDOMINIUM, EXCEPT FOR ANY PORTION OF THE COMMON ELEMENTS WHICH THE UNIT OWNERS ARE OBLIGATED TO MAINTAIN, REPAIR, AND REPLACE PURSUANT TO THE CONDOMINIUM DOCUMENTS FOLLOWING THE RECORDING OF THIS PLAT.
6. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
7. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE PUBLIC UTILITY EASEMENTS, EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND MUST BE IN CONFORMANCE WITH THE CITY CODES APPLICABLE TO GAS, WATER AND DESIGN CONFINEMENTS. THE CITY CODES APPLICABLE TO GAS, WATER AND DESIGN CONFINEMENTS SHALL BE THE CITY CODES APPLICABLE TO GAS, WATER AND DESIGN CONFINEMENTS. THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.



LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON ROAD WHICH THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 EAST BEARS NORTH 0° 26' 24" EAST, A DISTANCE OF 263.15 FEET; THENCE SOUTH 0° 26' 24" WEST, 120.05 FEET; THENCE NORTH 88° 56' 38" WEST, 110.95 FEET; THENCE NORTH 0° 27' 58" EAST, 118.89 FEET; THENCE NORTH 89° 56' 25" EAST, 171.22 FEET TO THE POINT OF BEGINNING;
 EXCEPT, THE EAST 30 FEET THEREOF FOR RIGHT OF WAY 54TH STREET.

OWNER:
 JABT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
 3219 EAST CAMELBACK ROAD #458
 PHOENIX, ARIZONA 85018
 P.O. BOX 1024
 ATLANTA, GA 30301

ARCHITECT:
 CARSON POETZL ARCHITECTURE
 7922 E. MCDONALD DRIVE, SUITE 6
 SCOTTSDALE, ARIZONA 85258
 PH: (480) 965-1712
 FAX: (480) 951-0165
 CONTACT: JON POETZL

REFERENCE BENCHMARK: LOCATED AT THE
 TBM 1 - TOP OF BRASS CAP TO BEASIN AT THE
 INTERSECTION OF 54TH STREET AND 34TH AVENUE
 ELEVATION = 1222.19 (C.O.P. DATUM)

BASIS OF BEARINGS:
 THE SOUTHWEST QUARTER
 OF THE SOUTHWEST QUARTER OF SECTION 13,
 TOWNSHIP 2 NORTH, RANGE 3 EAST AS
 NORTH 89°59'07" EAST (U)

PREPARED BY:
 FLEET - FISHER ENGINEERING INC.
 4250 E. CAMELBACK ROAD
 PHOENIX, ARIZONA 85018
 PH: (602) 264-3335
 FRED E. FLEET, P.E.

SHEET INDEX:
 1 - LOT BOUNDARY AND APPROVALS
 2 - LOT BOUNDARY & BUILDING TIES
 3 - AIR SPACE CONDOMINIUM UNITS 103' AND 102'
 4 - AIR SPACE CONDOMINIUM UNITS 103' AND 104'
 5 - VERTICAL SCHEDULES

CERTIFICATION

THIS IS TO CERTIFY THAT THE MAP OF THE PREMISES DESCRIBED AND MAPPED HEREOF WERE MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2011, THAT THIS MAP IS COMPLETE AS SHOWN, THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ARIZONA, AND I AM SUBJUNCT TO ENFORCE THE SAME TO BE RETRACED.

Fred E. Fleet
 FRED E. FLEET, P.E. #08237



DECLARATION

STATE OF ARIZONA }
 COUNTY OF MARICOPA }
 KNOW ALL MEN BY THESE PRESENTS,
 THAT JABT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS CREATED UNDER THE NAME OF "UPTOWN BILTMORE," A CONDOMINIUM, UPON A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN MAPPED HEREOF AND HEREBY PUBLISHED THIS FINAL MAP AS AND FOR THE CONDOMINIUM MAP OF SAID "UPTOWN BILTMORE," A CONDOMINIUM, AND HEREBY DECLARES THAT THIS FINAL MAP SETS FORTH THE BOUNDARIES OF THE COMMON ELEMENTS OF SAID CONDOMINIUM UNITS, AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR LETTER GIVEN EACH RESPECTIVELY ON SAID MAP.

JABT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
 IN WITNESS WHEREOF:

 OWNER, HAS CAUSED HIS NAME TO BE AFFIXED
 AND DEPOSED AND ATTESTS HIS MANAGER DURING
 DULY AUTHORIZED THIS THE 23RD DAY OF FEBRUARY
 2011.

ACKNOWLEDGMENT:
 STATE OF ARIZONA }
 COUNTY OF MARICOPA }
 ON THIS 23RD DAY OF FEBRUARY 2011, BEFORE ME, THE UNDERIGNED
 NOTARY PUBLIC, PERSONALLY APPEARED _____,
 THAT HE, AS MANAGER OF JABT, LLC, AN ARIZONA LIMITED LIABILITY
 COMPANY, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN
 CONTAINED.

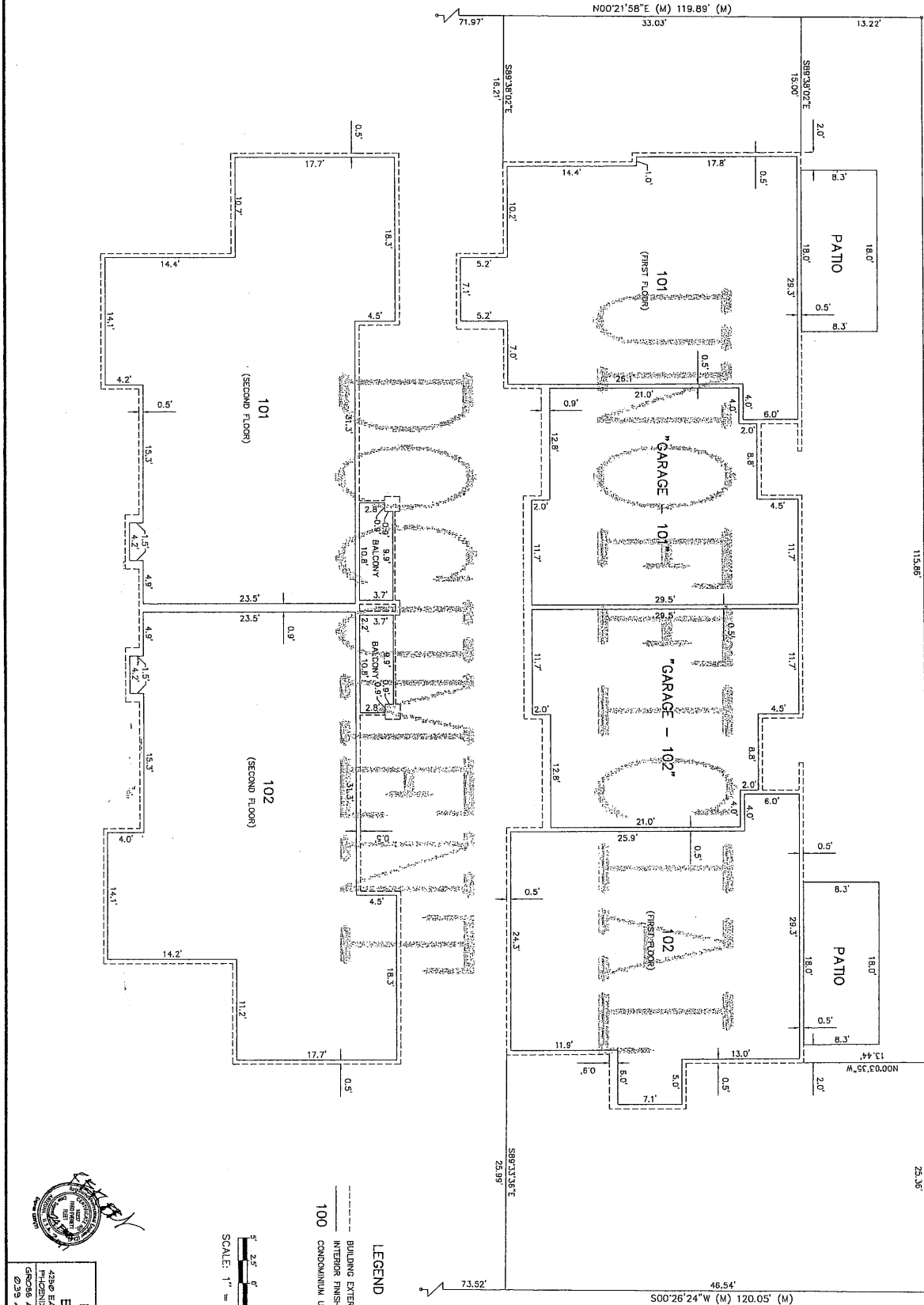
IN WITNESS WHEREOF:
 I HEREBY SET MY HAND & OFFICIAL SEAL
 BY: *Fred E. Fleet*
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 02/28/13



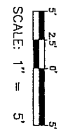
FLEET • FISHER
 ENGINEERING INC.
 4250 EAST CAMELBACK RD., SUITE 400 K
 PHOENIX, AZ 85018 TEL: (602) 264-3335
 CROSS ACIA 544-071 1 OF 5

"UPTOWN BILTMORE" RESIDENTIAL UNIT PLANS

N89°56'25"E (M) 141.22' (M)
115.86'



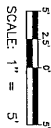
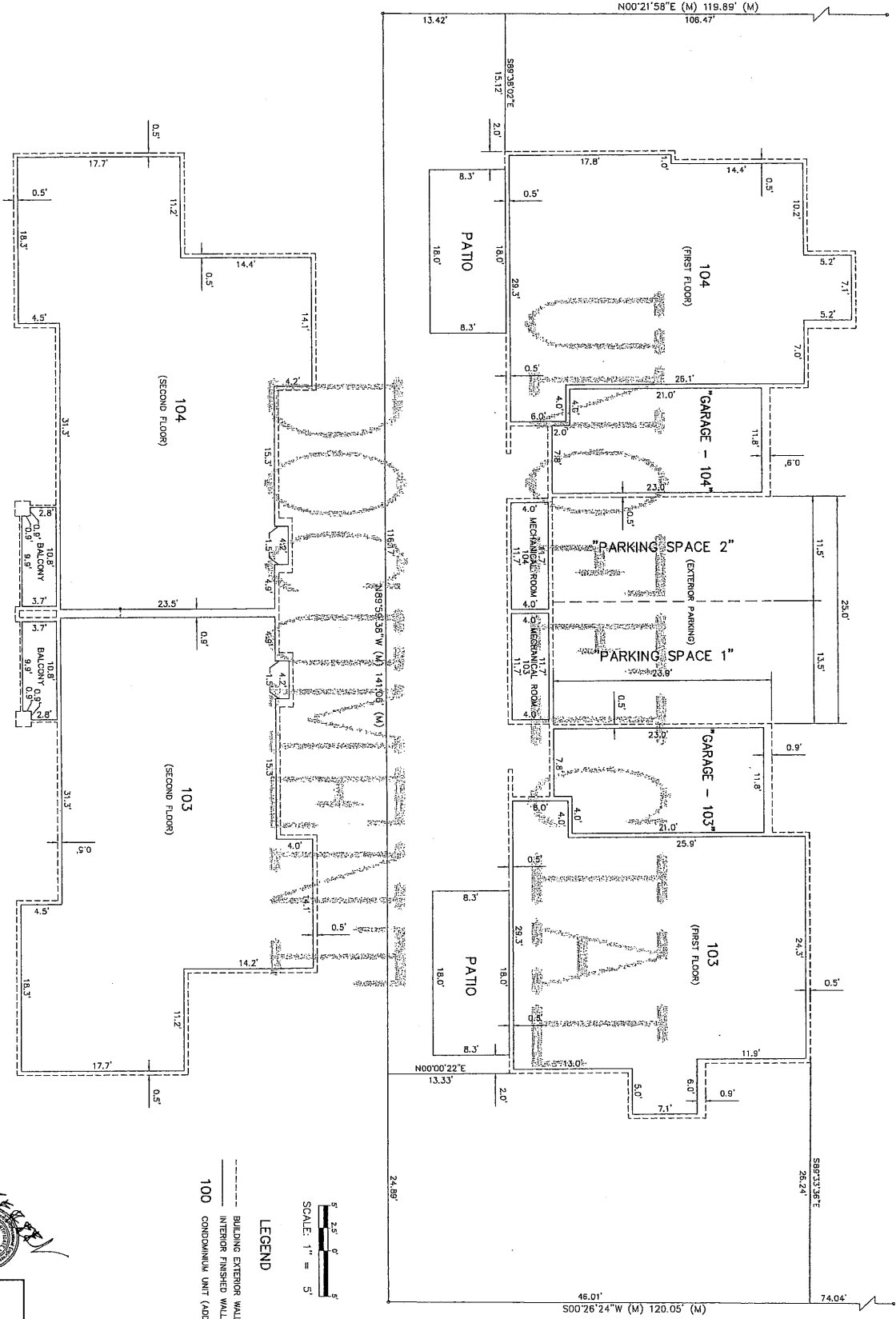
LEGEND
 - - - - - BUILDING EXTERIOR WALL
 _____ INTERIOR FINISHED WALL
 100 CONDOMINIUM UNIT (ADDRESS) NUMBER



**FLEET • FISHER
ENGINEERING INC.**
 4250 EAST CAMELBACK RD., SUITE 400 K
 PHOENIX, AZ 85018 PH: (602) 764-3333
 GROSS AREA 504-01 SHEET 3 OF 5

BOOK 1078 PAGE 19
 OFFICIAL RECORDS OF
 MARSHALL COUNTY
 HESLER PRINCELL
 2011 - 0175661
 02/24/2011 02:31 PM

"UPTOWN BILTMORE" RESIDENTIAL UNIT PLANS



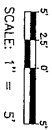
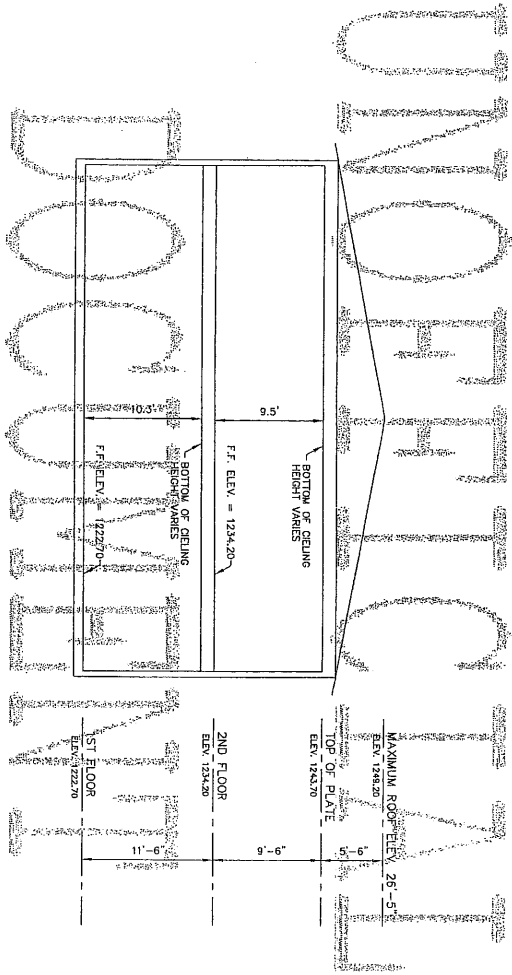
- LEGEND**
- BUILDING EXTERIOR WALL
 - INTERIOR FINISHED WALL
 - 100 CONDOMINIUM UNIT (ADDRESS) NUMBER



**FLEET • FISHER
ENGINEERING INC.**
4292 EAST CANTERBURY RD., SUITE 400 K
THURSDAY, MD 20788 PH: (301) 412-2325
GROSS AREA 594-SQ FT
SHEET 4 OF 5

BOOK 1078 PAGE 19
OFFICIAL RECORD OF
MONTGOMERY COUNTY RECORDERS
HELEN PURCELL
2011-0175661
02/24/2011 2:32 PM

"UPTOWN BILTMORE"



FLEET • FOHLER
ENGINEERING INC.
 4390 EAST CANTON ROAD, SUITE 400 K
 PHOENIX, AZ 85028 PH (602) 714-1336
 GPO33 AREA JOB NO. SHEET
 039 AC 554-01 5 OF 5

BOOK 1078 PAGE 19
 OFFICIAL RECORD OF
 MARYLAND COUNTY RECORDER
 HELEN PURSHELL
 2011 - 07/26/01
 02/27/2011 03:22 PM

Unofficial Document

Return To Flood Control When Recorded

9012495 214

308082

RESOLUTION

The Board of Directors of the Flood Control District of Maricopa County convened in the Supervisors' Auditorium at 205 West Jefferson Street, Phoenix, Arizona on July 29, 1974, with a quorum present, and in accordance with the recommendation of the Chief Engineer and General Manager of the Flood Control District, adopted the following resolution on motion made by Mr. Haws.

WHEREAS, a comprehensive flood control project for Phoenix and vicinity, (including New River) was authorized by the Flood Control Act of 1965, 89th Congress, 1st Session.

WHEREAS, the U.S. Army Corps of Engineers are now in the process of designing the Arizona Canal Diversion Channel, which was included as a part of Phase "B" of the comprehensive project as authorized by the Flood Control Act of 1965.

WHEREAS, the Flood Control District of Maricopa County

M124956 215

BE IT FURTHER RESOLVED, that the County Attorney be directed and authorized, and he is hereby so directed and authorized, to initiate and prosecute actions and proceedings in the manner required by law to condemn all property required for flood control which cannot be obtained by donation or purchase.

DATED this 29th day of July, 1974.

x Bob Cochran
Chairman, Board of Directors
Flood Control District of
Maricopa County

Unofficial Document

Attest:

x Paul Woodall

Unofficial
Document

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel# 170-13-128
SW ¼, Section 13, T2N, R3E

Agt. WCB
Job# KJ1-4162 (1 of 2)
Amp# 81242172

W WCB C MGM

CAPTION HEADING: RE-RECORDING

**DO NOT REMOVE
THIS PAGE IS PART OF THE ORIGINAL
DOCUMENT**

**THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT EXHIBIT "A"
AND FOR NO OTHER PURPOSES AND SUPERCEDES THE ORIGINAL
DOCUMENT NUMBER LISTED BELOW.**

ORIGINAL RECORDING NUMBER: 2011-0716625

DATED: 8/29/2011 8:42AM

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL**
20110716625 8/29/2011 8:42 AM
ELECTRONIC RECORDING
201117172-5-1-1-

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 170-13-128
SW ¼, Section 13, T2N, R3E

Agt. WCB *RAW12715*
Job # KJ1-4162 (1 of 2)
AMP # 81242172
W *CM* C *MA*

JABT, LLC,
an Arizona limited liability company,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their Unofficial Document successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of land being part of the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 13, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in that certain WARRANTY DEED, recorded in Document No. 2010-1067749, records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the centerline (CENTERLINE OF 8' EASEMENT) as delineated/depicted on the attached EXHIBIT "A", including equipment pad areas, if any, as prepared by SRP Surveys Department, dated August 2, 2011 and by reference made a part thereof.

The sidelines of said easement to terminate on the respective property lines of said Grantor's property.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, Unofficial Documents, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, JABT, LLC, an Arizona limited liability company, has caused its name to be executed by its duly authorized representative(s), this 12 day of August, 2011.

JABT, LLC,
an Arizona limited liability company,

By [Signature]

Its MANAGER

By _____

Its _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 12th day of August, 2011 by JD CAHILL and _____, as

_____, respectively, of JABT, LLC, an Arizona limited liability company, on behalf of such company.

My Commission Expires:

April 12, 2013

[Signature]
Notary Public

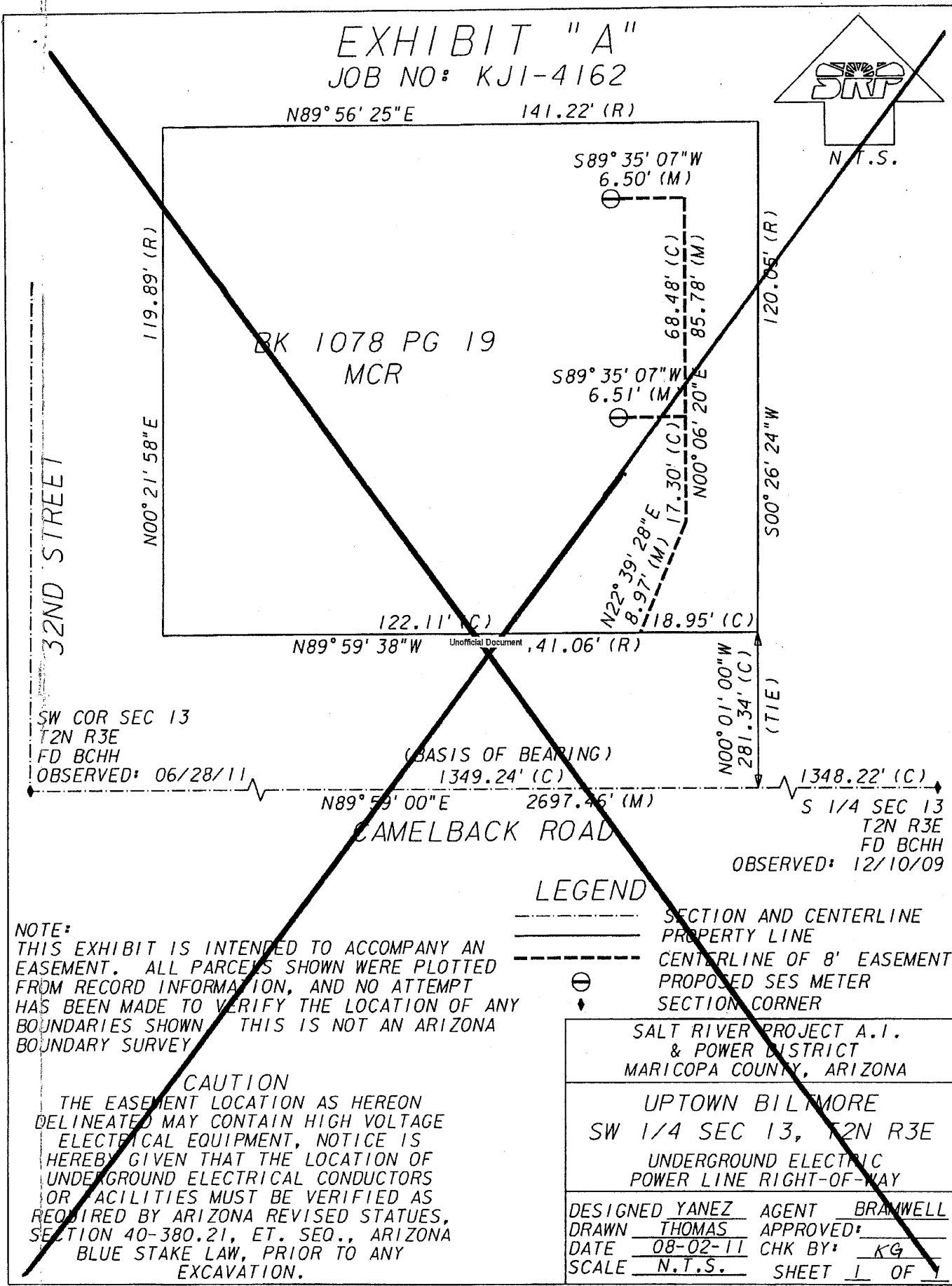
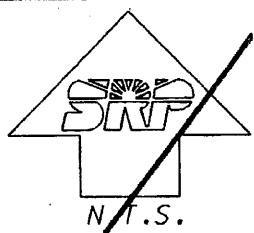
[Signature]
Notary Stamp/Seal



Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

JOB NO: KJI-4162



SW COR SEC 13
T2N R3E
FD BCHH
OBSERVED: 06/28/11

S 1/4 SEC 13
T2N R3E
FD BCHH
OBSERVED: 12/10/09

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- ⊗ PROPOSED SES METER
- ↓ SECTION CORNER

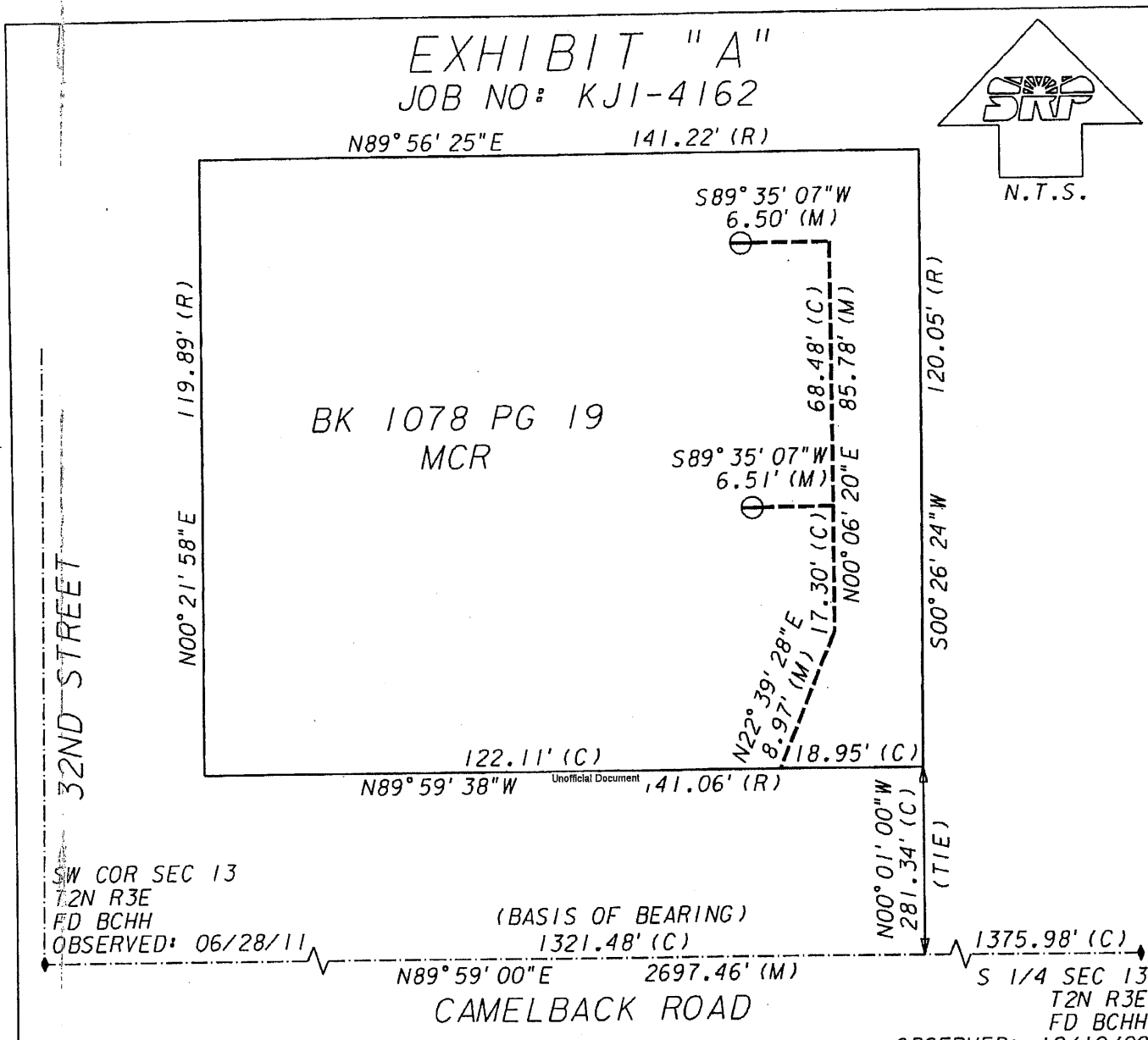
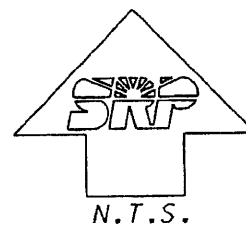
NOTE:
THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

CAUTION
THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

SALT RIVER PROJECT A.I. & POWER DISTRICT MARICOPA COUNTY, ARIZONA	
UPTOWN BILTMORE SW 1/4 SEC 13, T2N R3E UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY	
DESIGNED <u>YANEZ</u>	AGENT <u>BRANWELL</u>
DRAWN <u>THOMAS</u>	APPROVED: _____
DATE <u>08-02-11</u>	CHK BY: <u>KG</u>
SCALE <u>N.T.S.</u>	SHEET <u>1</u> OF <u>1</u>

EXHIBIT "A"

JOB NO: KJI-4162



SW COR SEC 13
T2N R3E
FD BCHH

OBSERVED: 06/28/11

(BASIS OF BEARING)

1321.48' (C)

N89°59'00"E 2697.46' (M)

CAMELBACK ROAD

S 1/4 SEC 13

T2N R3E

FD BCHH

OBSERVED: 12/10/09

LEGEND

- SECTION AND CENTERLINE PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- ⊙ PROPOSED SES METER
- ♦ SECTION CORNER

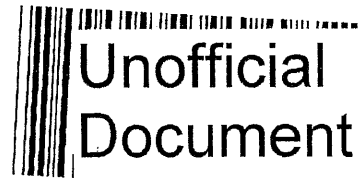
NOTE:

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

SALT RIVER PROJECT A.I. & POWER DISTRICT MARICOPA COUNTY, ARIZONA	
UPTOWN BILTMORE SW 1/4 SEC 13, T2N R3E UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY	
DESIGNED <u>YANEZ</u>	AGENT <u>BRAMWELL</u>
DRAWN <u>THOMAS</u>	APPROVED: _____
DATE <u>08-02-11</u>	CHK BY: <u>K9</u>
SCALE <u>N.T.S.</u>	SHEET <u>1</u> OF <u>1</u>



MAI

99-1

ORDINANCE NO. S-2676t

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PHOENIX ACCEPTING DEEDS AND EASEMENTS FOR ROADWAY, ALLEY, SIDEWALK, BUS SHELTER PAD, WATER, DRAINAGE, SEWER, TEMPORARY VEHICULAR NON-ACCESS AND STREET LIGHTING CONDUCTOR PURPOSES; ORDERING THE ORDINANCE RECORDED AND DEDICATING TO PUBLIC USE THE PROPERTIES DESCRIBED THEREIN.

WHEREAS, the real estate hereinafter described has been conveyed to the City of Phoenix, by deeds and easements from the parties and on the dates hereinafter listed, and

WHEREAS, it is to the advantage of said City of Phoenix to accept said described properties for roadway, alley, sidewalk, bus shelter pad, water, drainage, sewer, temporary vehicular non-access and street lighting conductor purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX AS FOLLOWS:

SECTION 1. That the following deeds and easements to the City of Phoenix be and are hereby accepted by the City of Phoenix, subject to the conditions, if any, contained therein.

Deed for roadway purposes
S.W.C. 37th Dr. & Behrend Dr.
40-20

From: SAINT JOHN THE BAPTIST
ROMANIAN ORTHODOX
CHURCH

Date: August 9, 1999

Description

That part of the West 240.597 feet of the East 665.597 feet of the North half of the Southwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 2 East, G&SRB&M, described as follows:

COMMENCING at the Northeast corner of said West 240.597 feet of the East 665.597 feet;

thence South 00° 05' 21" West, along the East line of said West 240.597 feet, to the South line of the North 25 feet of said North half, and the POINT OF BEGINNING;

thence continuing South 00° 05' 21" West, along said East line, a distance of 515.84 feet to a point in a non-tangent circular curve concave Easterly, the radius point of which bears North 00° 05' 21" East a distance of 50 feet;

thence Northwesterly, Northerly, and ^{Unofficial Document} Northerly along the arc of said curve, through a central angle of 139° 59' 41", a distance of 122.17 feet to a point of reverse curvature of a circular curve concave Northwesterly, and having a radius of 20.00 feet;

thence Northeasterly along the arc of last said curve, through a central angle of 49° 59' 42", a distance of 17.45 feet;

thence North 00° 05' 21" East, parallel with said East line, a distance of 400.17 feet to a point of curvature of a circular curve concave Southwesterly, and having a radius of 12.00 feet;

thence Northwesterly along the arc of last said curve, through a central angle of 90° 04' 55", a distance of 18.87 feet;

thence South 89° 59' 34" East, parallel with the North line of said North half of the Southwest quarter of the Northeast quarter, a distance of 37.02 feet to the POINT OF BEGINNING.

Deed for roadway purposes
S.W.C. 29th Pl. & Rockwood Dr.
39-34

From: ROBERT G. MIEST

Date: October 22, 1999

Description

The North 25 feet and the East 10 feet of Parcel "A" described hereinbelow;
TOGETHER WITH that part of the East half of the Southwest quarter of the Southeast quarter of Section 26, Township 4 North, Range 3 East, G&SRB&M, that is bound on the North by the South line of said North 25 feet, on the East by the West line of said East 10 feet and on the Southwest by the arc of a circular curve concave Southwesterly having a radius of 12 feet and which is tangent to said South line and to said West line.

PARCEL "A":

That part of the East half of the Southwest quarter of the Southeast quarter of Section 26, Township 4 North, Range 3 East, G&SRB&M, described as follows::

COMMENCING at the Southwest corner of said East half;

Thence Northerly, along the West line of said East half, a distance of 396.00 feet to the POINT OF BEGINNING;

Thence Easterly, parallel with the South line of said East half, a distance of 330.00 feet to the East line of the West half of said East half;

Thence Northerly, along said East line, a distance of 133.20 feet to the Southeast corner of the land described in the Deed to WILLIAM R. MARSH, ET UX, recorded May 16, 1956 in Docket 1903, page 585, in the records of Maricopa County, Arizona;

Thence Westerly, along the Southerly line of said Marsh's land and parallel with said South line of the East half, a distance of 330.00 feet (326.70 feet recorded) to the West line of said East half;

Thence Southerly, along last said West line, a distance of 133.20 feet to the POINT OF BEGINNING;

EXCEPT the Easterly 15.00 feet thereof.

SUBJECT TO an easement for roadway purposes within said East 10 feet of Parcel "A" as set forth in the instrument recorded in Docket 6940, page 60, in the records of Maricopa County, Arizona.

Deed for roadway purposes
20420 N. 22nd St.
41-32

From: BARBARA G. WILSON
Date: August 4, 1999

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Description

That part of the North half of the East half of Lot 13, TONOPAH HEIGHTS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 62 of Maps at page 28, lying Easterly of the arc of a circular curve concave Easterly, having a radius of 45 feet, the radius point of which is located as follows:

COMMENCING at the Southeast corner of said North half of the East half of Lot 13; thence Northerly along the East line of said Lot 13 a distance of 45 feet to an orthogonal line; thence Easterly along said orthogonal line a distance of 15 feet to said radius point.

Deed for roadway purposes
5602 E. Wonderview Rd.
18-41

From: JAMES E. ARDY as Trustee
and SANDRA I. ARDY as
Trustee

Unofficial Document Date: August 2, 1999

Description

That part of Tract 2, GLENCOE HEIGHTS, PLAT TWO, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 23 of Maps at page 13, described as follows:

COMMENCING at the Northwest corner of said Tract 2, being also the Northwest corner of the Northwest quarter of Section 21, Township 2 North, Range 4 East, G&SRB&M;

thence South 00° 15' 30" West along the most Westerly line of said Tract 2, said Westerly line being also the West line of said Northwest quarter of Section 21, a distance of 188.38 feet to the POINT OF BEGINNING;

thence continuing South 00° 15' 30" West, along said Westerly line and said West line, a distance of 55 feet;

thence North 57° 23' 30" East a distance of 35.72 feet to the East line of the West 30 feet of said Northwest quarter;

thence Northwesterly to the POINT OF BEGINNING.

Pursuant to the requirements of Section 33-404, Arizona Revised Statutes as amended April 21, 1987, the names and addresses of the Beneficiaries of Subject Trust are

disclosed in the instrument recorded in Document No. 94-132703, records of Maricopa County, Arizona.

Deed for roadway purposes
26th St. to 28th St. - Harvard St. to
Windsor Ave. Parcel No. 1
14-33

From: CHRISTIAN ELECTRIC
CORPORATION
Date: March 13, 1999

Description

That portion of the North 25 feet of the South 49.9 feet of the North half of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

TOGETHER WITH that portion of said North half described as
Follows:

Beginning at the intersection of the North line of said South 49.9 feet and the West line of the East 30 feet of said North Half;
Thence Northerly along said West line a distance of 10 feet;
Thence Southwesterly to a point in said North line which is 10 feet West of the point of beginning;
Thence to the point of beginning; And
TOGETHER WITH the West 30 feet of the North 139.10 feet of the South 165 feet and the North 24 feet of the South 49.90 feet of the West 210 feet of said North half;
EXCEPT the East 30 feet of said North 25 feet; And
EXCEPT the West 270 feet of said North 25 feet.

Deed for roadway purposes
26th St. to 28th St. - Harvard St. to
Windsor Ave. Parcel No. 2
14-33

From: WILLIAM DOUGLAS
ELKINS
Date: February 18, 1999

Description

That portion of the East 60 feet of the West 90 feet of the North 115.10 feet of the South 165 feet of the North half of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at a point in the South line of said East 60 feet which is 12 feet East of the Southwest corner thereof;

Thence West 12 feet to said Southwest corner;

Thence North along the West line of said East 60 feet a distance of 12 feet;

Thence Southeasterly to the point of beginning.

Deed for roadway purposes
26th St. to 28th St. - Harvard St. to
Windsor Ave. Parcel No. 4
14-33

From: IRENE NICOSIA
Date: July 21, 1999

Unofficial Document

Description

That portion of the West 2 acres of the East half of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Southerly of the line described as follows:

Beginning at the Northeast corner of the South 25 feet of said West 2 acres;

Thence Northwesterly to the Northwest corner of the South 36.5 feet of said West 2 acres and the terminus of the line described herein.

Deed for roadway purposes
26th St. to 28th St. - Harvard St. to
Windsor Ave. Parcel No. 4
14-33

From: EVELYN YANCOSKIE
Date: July 19, 1999

19991166731

Description

That portion of the West 2 acres of the East half of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Southerly of the line described as follows:

Beginning at the Northeast corner of the South 25 feet of said West 2 acres;

Thence Northwesterly to the Northwest corner of the South 36.5 feet of said West 2 acres and the terminus of the line described herein.

Deed for roadway purposes
N.E.C. 21st Ave. & Olney Ave.
03-24

From: G. SKY GUADAGNO
Date: April 26, 1999

Description

The West 25 feet and the South 30 feet of the Southwest quarter of the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 South, Range 2 East, G&SRB&M.

Deed for alley purposes
4120 N. 25th St.
17-33

From: BEARDSLEY AND I-17,
L.L.C.
Date: October 14, 1999

Description

The South 4 feet of Lot 8, PALM ACRES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 18 of Maps at page 5.

19991166731

Deed for roadway purposes
7901 N. 16th St.
24-31

From: 7901 PROPERTY, L.L.C.
Date: June 16, 1999

Description

The East 20 feet of the North half of the Northwest quarter of the Northwest quarter of G.L.O. Lot 4(sometimes erroneously described as the North half of the Northwest quarter of the Northwest quarter of the Northwest quarter of the Northwest quarter), Section 3, Township 2 North, Range 3 East, G&SRB&M.

Easement for sidewalk purposes
7901 N. 16th St.
24-31

From: 7901 PROPERTY, L.L.C.
Date: June 16, 1999

Unofficial Document

Description

A 10 foot wide easement for sidewalk purposes within that part of the North half of the Northwest quarter of the Northwest quarter of G.L.O. Lot 4 (sometimes erroneously described as the North half of the Northwest quarter of the Northwest quarter of the Northwest quarter of the Northwest quarter), Section 3, Township 2 North, Range 3 East, G&SRB&M, lying Easterly of and adjoining the following described line:

COMMENCING at the intersection of the North line of the South 15 feet of the Northwest quarter of the Northwest quarter of said G.L.O. Lot 4 and the East line of the West 44 feet thereof;

thence Northerly along said East line to the South line of said North half, and the POINT OF BEGINNING;

thence continuing Northerly along said East line to the North line of the South 50 feet of said North half;

thence Northwesterly to the Northeast corner of the West 33 feet of said North half, and the terminus of the line described herein.

19991166731

Easement for roadway purposes
23rd Ave. S/O Happy Valley Rd.
46-24

From: ITOW FAMILY LIMITED
PARTNERSHIP
Date: September 10, 1999

Description

A permanent easement for roadway purposes within the South 30 feet of the Northwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 12, township 4 North, Range 2 East, G&SRB&M;
EXCEPT the West 40 feet; and
EXCEPT the East 200 feet thereof.

Easement for sidewalk purposes
S.E.C. 41st St. & Bell Rd.
36-37

From: KELLY D. CLARK, as Trustee
and RITA M. CLARK, as
Trustee
Date: July 20, 1999

Unofficial Document

Description

A permanent easement for sidewalk purposes lying within that part of Lot 3, PARADISE RANCHITOS PLAT 1, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 58 of Maps at page 35, described as follows:

COMMENCING at the Northeast corner of said Lot 3;
thence South 00° 28' 10" East, along the East line of said Lot 3, a distance of 15.00 feet to the South line of the North 55.00 feet of Section 6, Township 3 North, Range 4 East, G&SRB&M, and the POINT OF BEGINNING;
thence continuing South 00° 28' 10" East, along said East line, a distance of 10.00 feet to the South line of the North 65.00 feet of said Section 6;
thence West, along last said South line, a distance of 194.50 feet;
thence North 44° 45' 55" East a distance of 14.08 feet to said South line of the North 55.00 feet;
thence East, along last said South line, a distance of 184.50 feet to the POINT OF BEGINNING.

Pursuant to the requirements of Section 33-404, Arizona Revised Statutes as amended April 21, 1987, the names and addresses of the Beneficiaries of Subject Trust are disclosed in the instrument recorded in Document No. 97-422361, records of Maricopa County, Arizona.

Easement for sidewalk purposes
4411 N. 7th St.
17-29

From: CHILD CARE CENTERS,
INC.
Date: April 28, 1999

Description

A permanent easement for sidewalk purposes lying within the East 10 feet of the West 17 feet of Lots 24 and 25, CAROLYN PLACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 36 of Maps at page 4.

Unofficial Document

Easement for sidewalk purposes
3201 E. Indian School Rd.
16-35

From: VIKING PLAZA LLC
Date: September 8, 1999

Description

A permanent easement for sidewalk purposes lying within the North 10 feet and the West 10 feet of the West 150 feet of Tract "A", MARSHALL PARKWAY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 44 of Maps at page 22;

EXCEPT that part thereof described as follows:
BEGINNING at the Northwest corner of said Tract "A";
thence Easterly, along the North line thereof, a distance of 15 feet;
thence Southwesterly to a point in the West line of said Tract "A" which bears a distance of 15 feet Southerly of the POINT OF BEGINNING;
thence Northerly to the POINT OF BEGINNING.

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Easement for bus shelter pad purposes
3201 E. Indian School Rd.
16-35

From: VIKING PLAZA LLC
Date: September 8, 1999

Description

A permanent easement for bus shelter pad purposes lying within that part of Tract "A", MARSHALL PARKWAY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 44 of Maps at page 22, described as follows:

COMMENCING at the Northwest corner of said Tract "A";
thence North 90° 00' 00" East, along the North line of said Tract "A" a distance of 56.06 feet to the POINT OF BEGINNING;
thence continuing North 90° 00' 00" East along said North line a distance of 45.00 feet;
thence South 00° 00' 00" East a distance of 5.00 feet to the South line of the North 5 feet of said Tract "A";
thence South 90° 00' 00" West along said south line a distance of 45.00 feet;
thence North 00° 00' 00" West a distance of 5.00 feet to the POINT OF BEGINNING.

Easement for sidewalk purposes
514 E. Buchanan St.
9-28

From: HODGES REAL ESTATE
INVESTMENTS, LLC.
Date: May 31, 1999

Description

A permanent easement for sidewalk purposes lying within the South 10 feet of Lot 10, Block 6, OFFICIAL PLAT OF THE RESURVEY OF LINVILLE'S ADDITION, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps at page 62.

Easement for water purposes
S.W.C. I-17 & Bell Rd.
36-22

From: DENALI NATIONAL
TRUST, INC.
Date: October 6, 1999

Description

PART NO. 1:

A permanent easement for water purposes lying within that part of Section 2, Township 3 North, Range 2 East, G&SRB&M, described as follows:

COMMENCING at the most Northerly Northwest corner of Lot 3, DEER VALLEY PARK AND RIDE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 501 of Maps at page 41, being a point in a non-tangent circular curve concave Southeasterly which has a radius point that bears South 49° 13' 30" East a distance of 34.50 feet;

thence Southerly, along the arc of said curve being also the West line of said Lot 3, through a central angle of 41° 47' 41", a distance of 25.17 feet;

thence South 01° 01' 11" East, along said West line of Lot 3, a distance of 29.13 feet to the POINT OF BEGINNING;

thence North 89° 43' 38" East a distance of 6.26 feet;

thence South a distance of 12.00 feet;

thence South 89° 43' 38" West a distance of 6.05 feet to said West line;

thence North 01° 01' 11" West, along said West line, a distance of 12.00 feet to the POINT OF BEGINNING.

PART NO. 2:

A permanent easement for water purposes lying within that part of Section 2, Township 3 North, Range 2 East, G&SRB&M, described as follows:

COMMENCING at the most Northerly Northwest corner of Lot 3, DEER VALLEY PARK AND RIDE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 501 of Maps at page 41, being a point in a non-tangent circular curve concave Southeasterly which has a radius point that bears South 49° 13' 30" East a distance of 34.50 feet;

thence Southerly, along the arc of said curve being also the West line of said Lot 3, through a central angle of 41° 47' 41", a distance of 25.17 feet;

thence South 01° 01' 11" East, along said West line of Lot 3, a distance of 221.07 feet to the POINT OF BEGINNING;

thence South 89° 59' 39" East a distance of 21.35 feet;

thence South 00° 00' 21" West a distance of 14.00 feet;

thence North 89° 59' 39" West a distance of 21.10 feet to said West line;

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thence North 01° 01' 11" West, along said West line, a distance of 14.00 feet to the POINT OF BEGINNING.

PART NO. 3:

A permanent easement for water purposes lying within that part of Section 2, Township 3 North, Range 2 East, G&SRB&M, described as follows:

COMMENCING at the Southwest corner of Lot 3, DEER VALLEY PARK AND RIDE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 501 of Maps at page 41, being a point in a non-tangent circular curve concave Westerly which has a radius point that bears North 74° 07' 01" West a distance of 212.50 feet;

thence Northerly, along the arc of said curve being also the West line of said Lot 3, through a central angle of 10° 04' 27", a distance of 37.36 feet to the POINT OF BEGINNING;

thence continuing Northerly, along the arc of said curve and the West line of said Lot 3, through a central angle of 04° 29' 01", a distance of 16.63 feet;

thence North 88° 54' 57" East a distance of 10.92 feet;

thence South 00° 43' 32" East a distance of 15.59 feet;

thence South 88° 54' 57" West a distance of 11.82 feet to the POINT OF BEGINNING.

PART NO. 4:

A permanent easement for water purposes lying within that part of Section 2, Township 3 North, Range 2 East, G&SRB&M, described as follows:

COMMENCING at the most Southerly corner of Lot 1, DEER VALLEY PARK AND RIDE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 501 of Maps at page 41;

thence North 76° 59' 55" East, along the South line of said Lot 1, a distance of 30.00 feet;

thence North 29° 02' 48" East, along the East line of said Lot 1, a distance of 273.80 feet;

thence North 60° 57' 12" West a distance of 23.00 feet to the POINT OF BEGINNING;

thence North 61° 04' 28" West a distance of 16.18 feet;

thence North 29° 20' 06" East a distance of 15.11 feet;

thence South 60° 51' 24" East a distance of 16.10 feet;

thence South 29° 02' 48" West a distance of 15.05 feet to the POINT OF BEGINNING.

PART NO. 5:

A permanent easement for water purposes lying within that part of Section 2, Township 3 North, Range 2 East, G&SRB&M, described as follows:

COMMENCING at the most Southerly corner of Lot 1, DEER VALLEY PARK AND RIDE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 501 of Maps at page 41;

thence North 76° 59' 55" East, along the South line of said Lot 1, a distance of 30.00 feet;

thence North 29° 02' 48" East, along the East line of said Lot 1, a distance of 183.66 feet;

thence North 60° 57' 12" West a distance of 23.34 feet to the POINT OF BEGINNING;

thence North 60° 36' 23" West a distance of 28.45 feet;

thence North 29° 23' 37" East a distance of 14.00 feet;

thence South 60° 36' 23" East a distance of 28.37 feet;

thence South 29° 02' 48" West a distance of 5.82 feet to a point in a non-tangent circular curve concave Northwesterly which has a radius point that bears North 59° 46' 22" West a distance of 193.00 feet;

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thence Southwesterly along the arc of said curve, through a central angle of 02° 25' 46", a distance of 8.18 feet to the POINT OF BEGINNING.

No structure of any kind shall be constructed or placed within this easement except water lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, paving or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

Easement for water purposes
23015 N. Cave Creek Rd.
44-33

From: THOMAS J. O'BRIEN,
BISHOP OF THE ROMAN
CATHOLIC CHURCH
DIOCESE OF PHOENIX

Date: October 13, 1999

Description

A permanent easement for water purposes lying within that part of Lot 1, HOLY REDEEMER CEMETERY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 480 of Maps at page 40, described as follows:

COMMENCING at the Northwest corner of said Lot 1;
 thence South 30° 30' 21" West, along the Westerly line of said Lot 1, a distance of 302.56 feet to the POINT OF BEGINNING;
 thence South 59° 29' 39" East, leaving said Westerly line, a distance of 13.00 feet;
 thence South 30° 30' 21" West a distance of 24.00 feet;
 thence North 59° 29' 39" West a distance of 13.00 feet to a point in said Westerly line;
 thence North 30° 30' 21" East, along said Westerly line, a distance of 24.00 feet to the POINT OF BEGINNING;

TOGETHER WITH that part of said Lot 1, described as follows:

COMMENCING at said Northwest corner of Lot 1;
 thence South 30° 30' 21" West, along ^{the} ~~the~~ ^{Official Document} Westerly line of said Lot 1, a distance of 348.18 feet to the POINT OF BEGINNING;
 thence South 59° 29' 39" East, leaving said Westerly line, a distance of 11.98 feet;
 thence South 30° 30' 21" West a distance of 21.00 feet;
 thence North 59° 29' 39" West a distance of 11.98 feet to a point in said Westerly line;
 thence North 30° 30' 21" East, along said Westerly line, a distance of 21.00 feet to the POINT OF BEGINNING.

No structure of any kind shall be constructed or placed within this easement except water lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, paving or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

Easement for drainage purposes
 23015 N. Cave Creek Rd.
 44-33

From: THOMAS J. O'BRIEN,
 BISHOP OF THE ROMAN
 CATHOLIC CHURCH
 DIOCESE OF PHOENIX
 Date: October 13, 1999

Description

A permanent easement for drainage purposes lying within that part of Lot 1, HOLY REDEEMER CEMETERY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 480 of Maps at page 40, described as follows:

COMMENCING at The Northeast corner of said Lot 1;
 thence North 89° 00' 15" West, along the North line of said Lot 1, a distance of 1407.56 feet;
 thence South 30° 30' 21" West a distance of 44.07 feet to the POINT OF BEGINNING, said point being in a non-tangent circular curve concave Easterly, and having a radius point bearing South 71° 28' 42" East a distance of 185.00 feet;
 thence Southerly along the arc of said curve, through a central angle of 11° 48' 43", a distance of 38.14 feet to a point of reverse curvature of a circular curve concave Westerly, and having a radius of 215.00 feet;
 thence Southerly along the arc of last said curve, through a central angle of 23° 47' 39" a distance of 89.29 feet;
 thence South 30° 30' 14" East a distance of 681.56 feet to a point of curvature of a circular curve concave Easterly, and having a radius of 185.00 feet;
 thence Southerly along the arc of last said curve, through a central angle of 28° 06' 40" a distance of 90.77 feet to the South line of said Lot 1;
 thence North 89° 00' 15" West, along said South line of Lot 1, a distance of 30.00 feet to a point in a non-tangent circular curve concave Easterly, and having a radius point bearing South 87° 48' 08" East a distance of 215.00 feet;
 thence Northerly along the arc of last said curve, through a central angle of 28° 18' 22" a distance of 106.22 feet;
 thence North 30° 30' 21" East a distance of 804.54 feet to the POINT OF BEGINNING.

This easement is for the purpose of allowing storm, flood and other waters to pass over, under, or through the land set aside for the easement, and nothing shall be constructed, planted or allowed to grow within this easement which would impede the flow of such waters, and the City of Phoenix may construct and/or maintain drainage facilities on or under the land described in this easement.

Easement for sewer purposes
4533 N. 22nd St.
18-32

From: WINDSOR CAPITAL, INC.
Date: September 7, 1999

Description

A permanent easement for sewer purposes lying within that part of Lot 2, THE ENCLAVE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 463 of Maps at page 50, described as follows:

BEGINNING at the Southeast corner of said Lot 2;

thence North 00° 37' 37" East, along the East line of said Lot 2, a distance of 158.64 feet;

thence North 44° 22' 23" West, along a line, designated herein as Line "A", a distance of 40.87 feet;

thence North 00° 37' 37" East along a line, designated herein as Line "B", a distance of 17.16 feet;

thence North 89° 59' 24" West to the line which is parallel with and 12 feet Westerly of said Line "B";

thence South 00° 37' 37" West, along said parallel line, a distance of 22 feet to a line, which is 12 feet Southwesterly of and parallel with said Line "A";

thence South 44° 22' 23" East, along last said parallel line, a distance of 43.70 feet to the West line of the East 10 feet of said Lot 2;

thence South 00° 37' 37" West, along said West line, a distance of 141.78 feet to the North line of the South 10 feet of said Lot 2;

thence North 89° 59' 24" West, along said North line, a distance of 31 feet;

thence South 00° 37' 37" West a distance of 10 feet to the South line of said Lot 2;

thence South 89° 59' 24" East, along said South line, a distance of 41 feet to the

POINT OF BEGINNING.

No structure of any kind shall be constructed or placed within this easement except sewer lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, paving or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

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Easement for water and sewer purposes
23rd Ave. N/O Alta Vista Rd.
2-24

From: PEGGY ANN BIGGS,
Successor Co-Trustee and
BARBARA CAROL
HENDERSON, Successor Co-
Trustee

Date: October 11, 1999

Description

A permanent easement for water and sewer purposes lying within the East 20 feet of the West 33 feet of the Northwest quarter of the Northeast quarter of Section 36, Township 1 North, Range 2 East, G&SRB&M; EXCEPT the North 33 feet thereof.

Pursuant to the requirements of Section 33-404, Arizona Revised Statutes as amended April 21, 1987, the names and addresses of the Beneficiaries of Subject Trust are disclosed in the instrument recorded in Unofficial Document Decret 16498, Page 146, records of Maricopa County, Arizona.

No structure of any kind shall be constructed or placed within this easement except water and sewer lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, paving or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

Easement for temporary vehicular non-
access purposes
3330 E. Camelback Rd.
19-35

From: BILTMORE BIBLE
CHRISTIAN CENTER
Date: August 2, 1999

Description

A temporary easement for vehicular non-access purposes lying within that part of the Southwest quarter of the Southwest quarter of Section 13, Township 2 North, Range 3 East, G&SRB&M, described as follows:

COMMENCING at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 13;

thence North 00° 00' 33" East along the East line of said Southwest quarter of the Southwest quarter, being also the monument line of 34th Street, a distance of 281.01 feet;

thence South 89° 32' 32" West a distance of 29.96 feet to the POINT OF BEGINNING;

thence continuing South 89° 32' 32" West a distance of 1.00 foot;

thence North 00° 00' 33" East, parallel with said East line, a distance of 60.64 feet;

thence North 89° 59' 27" East a distance of 1.00 foot;

thence South 00° 00' 33" West, parallel with said East line, a distance of 60.64 feet to the POINT OF BEGINNING.

This temporary easement for vehicular non-access shall automatically terminate upon the termination of that certain lease between LAX Business Center, or its assignees, and American Express Travel Related Services Company, Inc. for the third floor of 3200 East Camelback Road, Phoenix, Arizona, but in no event beyond the term set forth in that certain AGREEMENT, recorded in Document No. 96-409459, records of Maricopa County, Arizona.

Unofficial Document

Easement for street lighting conductor
purposes
1739 W. Monterosa St.
17-25

From: COLIN D. DEMERY and
PHYLLIS L. DEMERY
Date: September 15, 1999

Description

The East 3.0 feet of the West 35 feet of Lot 7, Block 10, BEL AIR, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 41 of Maps at page 44.

Easement for underground street lighting
conductor purposes
2928 N. 69th Ave.
15-12

From: SHIRLEY M. CARR
Date: October 7, 1999

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Description

The North 3.0 feet of Lot 253, MARYVALE TERRACE NO. 49, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 199 of Maps at page 45;

EXCEPT the Westerly 8 feet thereof.

Easement for street lighting conductor purposes
7221 N. 25th Ln.
23-23

From: CHARLES P. CHRIST
Date: October 15, 1999

Description

The North 3.0 feet of Lot 76, CANYON COURT, UNIT TWO, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 41 of Maps at page 31;

EXCEPT the East 4 feet thereof.

Easement for street lighting conductor purposes
2010 N. 37th Pl.
13-36

From: LOIS W. BECKER
Date: September 15, 1999

Description

The North 3.0 feet of Lot 8, Block 5, PAPAGO VISTA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 35 of Maps at page 1;

EXCEPT the West 8 feet thereof.

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Easement for street lighting conductor
purposes
3629 E. Palm Ln.
13-36

From: JUAN R. GARCIA and
ELENA GARCIA
Date: September 17, 1999

Description

The East 3.0 feet of Lot 30, PAPAGO TERRACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 59 of Maps at page 29.

Easement for street lighting conductor
purposes
3808 E. Pasadena Ave.
19-36

From: THOMAS MAGGIORE and
PATRICIA MAGGIORE
Date: September 9, 1999

Unofficial Document

Description

The South 3.0 feet of Lot 74, CAMELBACK VILLA ESTATES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 98 of Maps at page 44.

Easement for street lighting conductor
purposes
4033 E. Portland St.
12-37

From: CARL W. MATTSON
Date: August 4, 1999

Description

The West 3.0 feet of Lot 62, WHISPERING SANDS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 83 of Maps at page 5.

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Easement for street lighting conductor
purposes
1831 N. 39th St.
13-36

From: TIMOTHY S. WHITMARSH
and THERESA M.
WHITMARSH
Date: September 28, 1999

Description

The North 3.0 feet of Lot 11, Block 10, PAPAGO VISTA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 35 of Maps at page 1;
EXCEPT the East 8 feet thereof.

Easement for street lighting conductor Unofficial Document
purposes
6035 S. 12th St.
2-30

From: FRANK RAY LARA
Date: September 13, 1999

Description

The South 3.0 feet of Lot 7, Block 1, VISTA DEL SUR, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 37 of Maps at page 49.

Easement for street lighting conductor
purposes
6227 S. 12th St.
2-30

From: ERNIE V. RUIZ and JENNIE
R. RUIZ
Date: August 16, 1999