

WHEN RECORDED, MAIL TO:  
AMERICA WEST HOLDINGS, INC.  
6400 AIRPARK DR.  
Prescott, AZ 86301

DECLARATION OF RESTRICTIONS

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Li			Map		Pcl	

88010085 AMERICA WEST HOLDINGS, INC., an Arizona corporation, is <sup>10</sup>

the owner of the property described on Exhibit A, Parcel 1 and  
Parcel 2, and declares that portion of the Exhibit A, Parcel 1  
property described on Exhibit B (RESTRICTED PROPERTY) to be  
subject to the following covenants, conditions, and restrictions,  
all of which are to be construed as restrictive covenants running  
with the title to the Exhibit A, Parcel 2 property:

The natural environment of the RESTRICTED  
PROPERTY shall at all times be preserved and  
maintained and not altered or disturbed by  
the construction or installation on, over or  
under the RESTRICTED PROPERTY of any man-made  
objects.

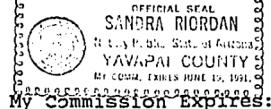
DATED this 5th day of April, 1988.

AMERICA WEST HOLDINGS, INC.  
an Arizona corporation

By *[Signature]*

STATE OF ARIZONA      )  
                            ) ss.  
County of Yavapai      )

The foregoing document was acknowledged before me this 5th  
day of April, 1988, by DONALD R. HEAD, President,  
of AMERICA WEST HOLDINGS, INC.,  
an Arizona corporation.



2031 PAGE 933

OFFICIAL SEAL	INSTRUMENT # 8811909
SANDRA RIODAN	OFFICIAL RECORDS OF
Notary Public, State of Arizona	YAVAPAI COUNTY
YAVAPAI COUNTY	PATSY C. JENNEY
My comission EXPIRES JUNE 06, 1993	REQUEST OF:
	CAPITAL TITLE AGENCY
	DATE: 04/06/88 TIME: 16:00
	FEES: 5.00
	BOOK 2031 PAGE 933 PAGES: 004

BUILDING SITE 1

PROPERTY DESCRIPTION

All that portion of Lots 381 and 382 of the Idylwild Tract (recorded in Book 2 of Maps, Page 14, Records of Yavapai County) located in the Southwest quarter of Section 32, Township 14 North, Range 2 West, and that portion of the Northwest Quarter of Section 5, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 5; Thence, South  $88^{\circ}54'31''$  West, along the North line of said Section 5 (basis of bearings as measured) 1189.80 feet to a point on the Easterly Right of Way line of Thumb Butte Road being the TRUE POINT OF BEGINNING:

Thence, Northeasterly along said Right of Way on a curve concave to the right with a radius of 547.95 feet, a central angle of  $05^{\circ}31'53''$ , a length of 52.90 feet and a long chord bearing North  $33^{\circ}00'05''$  East;

Thence, North  $35^{\circ}46'$  East along said Right of Way, 7.49 feet; Thence, Northeasterly along a curve concave to the right with a radius of 37.50 feet, a central angle of  $79^{\circ}21'$  and a length of 51.93 feet to a point on the Southerly Right of Way of Plaza Drive;

Thence, South  $64^{\circ}53'$  East along said Right of Way, 32.30 feet;

Thence, Southeasterly along said Right of Way on a curve concave to the left with a radius of 465.74 feet, a central angle of  $08^{\circ}01'42''$  and a length of 65.26 feet;

Thence, South  $01^{\circ}05'51''$  East, 89.05 feet;

Thence, West, 103.38 feet;

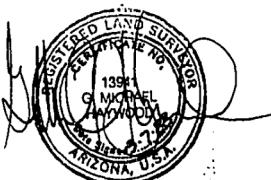
Thence, North  $45^{\circ}00'$  West, 16.29 feet;

Thence, West, 83.23 feet to a point on the said Easterly Right of Way of Thumb Butte Road;

Thence, Northeasterly along said Right of Way on a curve concave to the right with a radius of 547.95 feet, a central angle of  $06^{\circ}08'34''$  a length of 58.75 feet, and a long chord bearing North  $27^{\circ}09'51''$  East, to the TRUE POINT OF BEGINNING;

Containing 18,499 square feet or 0.4247 acres, more or less.

87-183  
3-7-88  
Building One



BOOK 2031 PAGE 934

EXHIBIT A, PARCEL 1

BUILDING SITE 2

PROPERTY DESCRIPTION

All that portion of the Northwest quarter of Section 5, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commenceing at the North one-quarter corner of said Section 5;

Thence, South  $88^{\circ}54'31''$  West along the North line of said Section 5 (basis of bearings as measured), 1189.80 feet to a point on the Easterly Right of Way of Thumb Butte Road;

Thence, Southwesterly along said Right of Way on a curve concave to the left with a radius of 547.95 feet, a central angle of  $06^{\circ}08'34''$ , a length of 58.75 feet and a long chord bearing South  $27^{\circ}09'51''$  West, to the TRUE POINT OF BEGINNING;

Thence, continuing along said Right of Way on a curve concave to the left with a radius of 547.95 feet, a central angle of  $05^{\circ}21'33''$  and a length of 51.25 feet;

Thence, South  $18^{\circ}44'$  West along said Right of Way, 6.00 feet;

Thence, along said Right of Way on a curve concave to the right with a radius of 1170.97 feet, a central angle of  $01^{\circ}36'53''$  and a length of 33.00 feet;

Thence, South  $68^{\circ}25'$  East, 16.79 feet;

Thence, along a curve concave to the right with a radius of 25.00 feet, a central angle of  $45^{\circ}25'$  and a length of 19.82 feet;

Thence, South  $23^{\circ}00'$  East, 45.58 feet;

Thence, along a curve concave to the left with a radius of 27.00 feet, a central angle of  $53^{\circ}00'$  and a length of 24.98 feet;

Thence, South  $76^{\circ}00'$  East, 50.06 feet;

Thence, along a curve concave to the left with a radius of 34.50 feet, a central angle of  $53^{\circ}50'$  and a length of 32.42 feet;

Thence, North  $50^{\circ}10'$  East, 56.46 feet;

Thence, along a curve concave to the right with a radius of 37.50 feet, a central angle of  $39^{\circ}50'$  and a length of 26.07 feet;

Thence, East, 19.95 feet;

Thence, North  $01^{\circ}05'51''$  West, 110.50 feet;

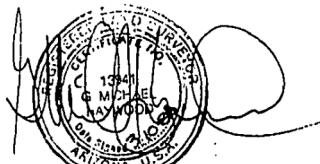
Thence, West, 103.38 feet;

Thence, North  $45^{\circ}00'$  West, 16.29 feet;

Thence, West 83.23 feet to the TRUE POINT OF BEGINNING;

Containing 30,393 square feet or 0.6977 acres, more or less.

88-032  
3-10-88  
Favour building  
Revised



BOOK 2031 PAGE 935

EXHIBIT A, PARCEL 2

RESTRICTED AREA

PROPERTY DESCRIPTION

All that portion of the Northwest quarter of Section 5, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commenceing at the North one-quarter corner of said Section 5;  
Thence, South  $88^{\circ}54'31''$  West along the North line of said Section 5 (basis of bearings as measured), 1189.80 feet to a point on the Easterly Right of Way line of Thumb Butte Road;  
Thence, Southwesterly along said Right of Way on a curve concave to the left with a radius of 547.95 feet, a central angle of  $38^{\circ}49'50''$ , a length of 36.63 feet and a long chord bearing South  $28^{\circ}19'13''$  West to the TRUE POINT OF BEGINNING;  
Thence, continuing along said Right of Way on a curve concave to the left with a radius of 547.95 feet, a central angle of  $2^{\circ}18'44''$  and a length of 22.11 feet;  
Thence, East, 83.23 feet;  
Thence, South  $45^{\circ}00'$  East, 16.29 feet;  
Thence, East 26.69 feet;  
Thence, North, 11.52 feet;  
Thence, West, 17.00 feet;  
Thence, North  $45^{\circ}00'$  West, 28.28 feet;  
Thence, West, 75.00 feet to the TRUE POINT OF BEGINNING;  
Containing 2170 square feet of 0.0498 acres, more or less.



87-183  
3-7-88  
Restriction w/Building One

300-2031 PAGE 936

EXHIBIT B

WHEN RECORDED, MAIL TO:  
AMERICA WEST HOLDINGS, Inc.  
6470 AIRPORT DR.  
PRESCOTT, AZ 86301

511 P 4 C 5 St  
Bt Map Pcl

**DECLARATION OF RESTRICTIONS**

88010085 AMERICA WEST HOLDINGS, INC., an Arizona corporation, is

the owner of the property described on Exhibit A, Parcel 1 and Parcel 2, and declares that portion of the Exhibit A, Parcel 1 property described on Exhibit B (RESTRICTED PROPERTY) to be subject to the following covenants, conditions, and restrictions, all of which are to be construed as restrictive covenants running with the title to the Exhibit A, Parcel 2 property:

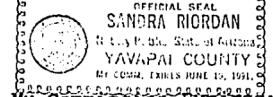
The natural environment of the RESTRICTED PROPERTY shall at all times be preserved and maintained and not altered or disturbed by the construction or installation on, over or under the RESTRICTED PROPERTY of any man-made objects.

DATED this 5th day of April, 1988.

AMERICA WEST HOLDINGS, INC.  
an Arizona corporation

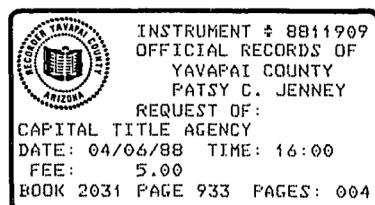
STATE OF ARIZONA )  
County of Yavapai ) ss.

The foregoing document was acknowledged before me this 5th day of April, 1988, by DONALD R. HEAD, President of AMERICA WEST HOLDINGS, INC., an Arizona corporation.



My Commission Expires:

2031 PAGE 933



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87-183  
3-7-88  
Building One



800.2031 PAGE 934

EXHIBIT A, PARCEL 1

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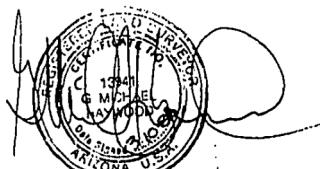
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Favour building  
Revised



BOOK 2031 PAGE 935

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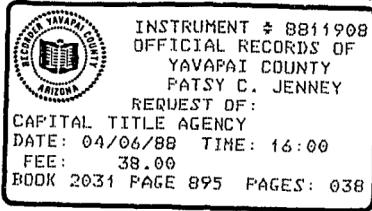
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87-183  
3-7-88  
Restriction w/Building One

300-2031 PAGE 936

EXHIBIT B



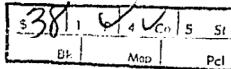
WHEN RECORDED, MAIL TO:  
America West Holdings, Inc.  
6470 Airpark Dr.  
Prescott, AZ 86301  
88010085

February 12, 1988

DECLARATION OF RESTRICTIVE COVENANTS

FOR

PLAZA WEST



KNOW ALL MEN BY THESE PRESENTS:

The undersigned Declarant, America West Holdings, Inc., an Arizona corporation, is the owner of the property described on Exhibit A, which property is to be known as Plaza West Commerce Centre (PLAZA WEST).

The Declarant desires to impose uniform restrictions on the PLAZA WEST property for the purpose of establishing:

(1) The nature of the use and enjoyment of the PROPERTY.

(2) A plan for the individual ownership of BUILDING SITES and the improvements thereon, subject to limited powers of management, regulation and control by a nonprofit corporation with membership of such BUILDING SITE OWNERS.

(3) Powers of regulation and control by the nonprofit corporation affecting the PROPERTY in PLAZA WEST.

NOW, THEREFORE, Declarant does hereby declare that the PLAZA WEST property is subject to the following covenants, restrictions, conditions, easements, assessments, liens, limitations and obligations, all of which are covenants which run with the title to the PLAZA WEST property and each individual BUILDING SITE.

BOOK 2031 PAGE 895

ARTICLE I  
Definitions

Unless the content clearly indicates a different meaning, the following terms as used in this Declaration are defined as follows:

1.01 "ARTICLES" means the ARTICLES OF INCORPORATION of PLAZA WEST COMMERCE CENTRE, INC.

1.02 "ASSOCIATION" means PLAZA WEST COMMERCE CENTRE, INC., an Arizona nonprofit corporation, its successors and assigns, formed as an entity through which the OWNERS may act in accordance with this DECLARATION, and its ARTICLES and BYLAWS.

1.03 "ASSOCIATION RULES" means such rules and regulations governing the rights, privileges and obligations of the OWNERS and the ASSOCIATION as may be adopted, amended or repealed by majority vote of the OWNERS comprising the ASSOCIATION.

1.04 "BUILDING" means the structure situated on a BUILDING SITE.

1.05 "BUILDING SITE" means one of the parcels numbered 1 through 7, as shown on Exhibit B.

1.06 "BYLAWS" means the BYLAWS of the ASSOCIATION.

1.07 "COMMON DRIVE AREAS" means COMMON DRIVE AREAS as shown on Exhibit B.

1.08 "COUNCIL" means the governing body of PLAZA WEST COMMERCE CENTRE, INC.

1.09 "DECLARANT" means AMERICA WEST HOLDINGS, INC., an Arizona corporation.

800-2031 PAGE 896

1.10 "DECLARATION" means the DECLARATION OF RESTRICTIVE COVENANTS FOR PLAZA WEST, this instrument.

1.13 "EXTERIOR PORTION OF BUILDING" means all that portion of the BUILDING which may be viewed from any location outside of the BUILDING and that portion of the BUILDING SITE not covered by the BUILDING, including all artificial and natural drainage, landscaping and paving, if any.

1.14 "MORTGAGE" means a MORTGAGE, deed of trust or other security instrument, which is a lien on a BUILDING SITE.

1.15 "MORTGAGEE" means a beneficiary under, or holder of a MORTGAGE.

1.16 "OWNER" means the record OWNER, whether one or more persons or entities (including but not limited to DECLARANT), of equitable title or legal title (if equitable title has merged therewith) to a BUILDING SITE. OWNER does not include a MORTGAGEE.

1.17 "PROPERTY" means all BUILDING SITES and COMMON DRIVE AREAS in PLAZA WEST.

1.18 "USER" means any agent, servant, lessee, tenant, guest or invitee of an OWNER or any person or entity who has acquired any title or interest in a BUILDING SITE by, through, or under an OWNER, including a licensee, or MORTGAGEE, or any agent, servant, tenant, guest or invitee of such a person or entity.

ARTICLE II

Statement of Purposes, Use and

General Restrictions

2.01 Non-Permitted Use: NO BUILDING SITE shall be used:

(a) in violation of the zoning code of the City of Prescott as applicable to the PROPERTY as of the date of recordation of this DECLARATION; or

(b) for other than professional business activities, which is specifically defined to exclude all wholesale or retail sales of goods and all manufacturing; or

(c) for any of the following enumerated purposes as interpreted by the zoning code of the City of Prescott as of the date of recordation of this DECLARATION:

Adult Bookstores  
Adult Day Care Center  
Adult Entertainment Businesses  
Appliance Stores  
Auditoriums  
Automobile Display Rooms  
Automobile Garages  
Automobile Laundries  
Automobile Wrecking Yards  
Ambulance Service  
Antique Shops  
Auction Sales and Swap Meets  
Bakeries  
Barber Shops  
Bars  
Battery Charging and Repair Shops  
Beauty Parlors  
Beverage Bottling  
Billboards  
Billiard Rooms  
Bookstores  
Bowling Alleys  
Buffets  
Bus Terminals

END PAGE 898

Cafes  
Cafeterias  
Car Washes  
Child Care Nurseries  
Churches  
Cigar Stores  
Cleaning and Dyeing Shops and Plants  
Clothing Manufacturers  
Confection Stores  
Conservatories  
Dance Halls  
Delicatessen Stores  
Dining Rooms (Public)  
Dressmaking Shops  
Drugstores  
Dry Good Stores  
Embroidery Shops  
Feed Stores  
Fender and Body Repair  
Fish Markets  
Flower Shops  
Food Lockers  
Foundries  
Fraternities  
Fruit Stores  
Fuel Stores  
Grocery Stores  
Group Foster Homes  
Hairdressing Parlors  
Hardware Stores  
Hospitals  
    Contagious Diseases  
    Convalescent  
    Drug Addiction  
    General  
    Liquor Addiction  
    Mental Diseases  
    Rest Homes  
Household Utensils or Goods Stores  
Ice Cream Parlors  
Institutions, Public, Educational or Philanthropic  
Junk Yards  
Laundry Agencies  
Laundries, Self Service  
Libraries, Rental  
Lodges  
Lumber and Planing Mills  
Lumber Yards  
Lunch Rooms  
Magazines, Periodical and News Stores  
Manicure Parlors  
Manufacturing

Meat Markets  
Mercantile Stores Not Otherwise Classified  
Mini-Storage  
Motion Picture Studios  
Newspaper Publishing  
Night Clubs  
Notion Stores (Sales)  
Palm Readers  
Parish Houses  
Perpetual Care Cemeteries  
Photographic Shops and Studios  
Plumbing Shops  
Poolrooms  
Poultry (Dressed) Shops  
Poultry (Live) Shops  
Printing Shops  
Public Schools  
Radio Sales and Repair  
Retail Stores Not Otherwise Classified  
Schools  
Second Hand Stores  
Service Stations  
Shoe Repair Shops  
Shoe Shining Shops  
Shoe Shops, Retail  
Skating Rinks, Ice and Roller  
Sheet Metal Shops  
Shooting Galleries  
Sign Shops  
Sororities  
Storage  
Tailor Shops  
Taxidermy  
Tea Rooms  
Theaters  
Tile Shops  
Tire Shops  
Tobacco Stores  
Trade Schools  
Trucking Terminals  
Undertaking or Mortuary Parlors  
Upholstery Shops  
Vegetable Shops  
Video Sales/Rental Outlet  
Welding Works

2.02 Construction and Alteration: All construction, reconstruction, repair or any action or activity which may alter the EXTERIOR PORTION OF BUILDING (including, but not limited to,

posting signs, rebuilding, remodeling, all structural alterations, roof repair, painting, decorating, fencing or landscaping) or COMMON DRIVE AREAS shall be in accordance with architectural plans and specifications filed with the ASSOCIATION and approved in writing by the ASSOCIATION.

2.03 BUILDING SITE Split: No BUILDING SITE may be divided for sale or encumbrance.

### ARTICLE III

#### General Restrictions

3.01 Antennae, Masts, etc.: No exterior radio antenna, television antenna, masts, poles, flagpoles or antenna of any type, including satellite television dishes or similar devices, shall be erected or maintained in the PROPERTY.

3.02 Signs: No sign, poster, flag, banners, billboard, advertising device or other display of any kind ("SIGN") shall be displayed to the public view without the approval of the COUNCIL. The COUNCIL shall have no authority to:

- (a) approve any internally-lighted or flashing light SIGN;
- (b) approve any window SIGN;
- (c) approve any SIGN not in conformance with the zoning code of the City of Prescott as of the date of recordation of this DECLARATION;
- (d) approve any SIGN to be displayed above the top of the exterior wall of the OWNER'S BUILDING to which it is attached.

Unless otherwise approved by the COUNCIL by two-thirds vote, all SIGNS shall be in conformance with the SIGN specifications attached on Exhibit C.

3.03 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the PROPERTY, and no odor shall be permitted to arise therefrom so as to render the PROPERTY or any portion thereof unsanitary, unsightly, offensive or detrimental to any other PROPERTY in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the PROPERTY so as to be offensive or detrimental to any other PROPERTY in the vicinity thereof or to its occupants or to any BUILDING SITE or its occupants on the PROPERTY.

3.04 No Hazardous Activities: No activities shall be conducted on any portion of the PROPERTY and no improvements shall be constructed on any BUILDING SITE which are or might be unsafe or hazardous to any person or PROPERTY.

3.05 Unsightly Articles: No unsightly articles shall be permitted to remain on any BUILDING SITE so as to be visible from any other portion of the PROPERTY.

3.06 No Temporary Structures: No tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the PROPERTY.

3.07 No Mining or Drilling: No portion of the PROPERTY shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

#### ARTICLE IV

##### OWNER'S Rights and Responsibilities

###### In General

4.01 DECLARATION Binding: The acceptance of a deed or conveyance or a lease of any BUILDING SITE shall constitute an agreement that the provisions of this DECLARATION, the ARTICLES and BYLAWS and any ASSOCIATION RULES adopted pursuant thereto, as the same may be amended from time to time, are accepted and ratified by such OWNER or USER and all of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such BUILDING SITE or possession of the BUILDING SITE as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

4.02 Strict Compliance: Each OWNER shall strictly comply with the provisions of this DECLARATION, the ARTICLES and BYLAWS and any ASSOCIATION RULES adopted pursuant thereto, as the same may be amended from time to time. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the ASSOCIATION on behalf of the OWNERS, or in a proper case, by an aggrieved OWNER.

#### ARTICLE V

##### OWNER'S Rights and Responsibilities

5.01 Exclusive Ownership and Possession: Each OWNER shall be entitled to exclusive ownership and possession of his BUILDING SITE, subject to easements and rights granted herein.

All real estate taxes and all other taxes of every kind and description assessed by reason of the ownership of the BUILDING SITE or BUILDING or by reason of any activity performed on the BUILDING SITE or BUILDING shall be the sole responsibility of the OWNER.

5.02 Maintenance: Except for those portions which the ASSOCIATION is required to maintain and repair hereunder, each OWNER shall, at his own expense, maintain his BUILDING, BUILDING SITE and improvements in good order, condition and repair.

5.03 Damage or Destruction to Building: In the event a BUILDING is damaged or destroyed, the OWNER shall:

(a) commence repair and rebuilding within 30 days of such damage or destruction and proceed to completion on as expeditious a manner as is reasonably possible, or

(b) raze the damaged or destroyed BUILDING and restore the BUILDING SITE to its level and grade prior to construction of the BUILDING free of all building or construction materials.

5.04 Easement on BUILDING SITE: Each OWNER grants to the ASSOCIATION, or its duly authorized agent, an easement on the BUILDING SITE for the purpose of allowing the ASSOCIATION to discharge that duty and obligation of maintenance, and repair.

ARTICLE VI

PLAZA WEST

6.01 The ASSOCIATION: The ASSOCIATION is a nonprofit Arizona corporation charged with the duties and vested

with the powers prescribed by law and set forth in the DECLARATION, ARTICLES, BYLAWS and such ASSOCIATION RULES as it may adopt.

6.02 Membership: Each OWNER shall be a member of the ASSOCIATION. Each membership shall be appurtenant to the BUILDING SITE upon which it was based and shall be transferred automatically by conveyance of that BUILDING SITE. Ownership of a BUILDING SITE shall be the sole qualification for membership and shall be evidenced only by recordation in the records of the ASSOCIATION (no certificate of membership will be issued). No person or entity other than an OWNER may be a member of the ASSOCIATION, and a membership therein may not be transferred except in connection with the transfer of a BUILDING SITE. If title to a BUILDING SITE is held by more than one person or entity, the membership related to that BUILDING SITE shall be shared by all such persons and entities in the same proportionate interest and by the same type of tenancy or ownership by which the title to the BUILDING SITE is held.

6.03 Voting Membership: The ASSOCIATION shall have the following voting membership and votes:

One vote shall be allotted to each square foot of BUILDING SITE. The total number of votes shall equal the total square footage of real property within the PROPERTY. The OWNER of a BUILDING SITE shall be entitled to vote a number of votes equivalent to the total square footage of the OWNER's BUILDING SITE.

Where there is more than one OWNER of the same BUILDING SITE, all OWNERS may attend any meeting of the ASSOCIATION, but

it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The ASSOCIATION may suspend the voting rights of any OWNER during any period or periods in which such OWNER has failed to comply with the ASSOCIATION RULES published by the ASSOCIATION, or with any other obligation imposed on such OWNER under this DECLARATION, the ARTICLES or BYLAWS.

6.04 The COUNCIL - General Powers: The COUNCIL shall manage the business and affairs of the ASSOCIATION and may exercise all such authority and powers of the ASSOCIATION and do all such lawful acts as are not by law, the ARTICLES, BYLAWS or this DECLARATION directed or required to be exercised or done by the OWNERS. The powers of the COUNCIL shall encompass, but not be limited to, all of the rights and duties of the COUNCIL as set forth elsewhere in this DECLARATION, ARTICLES and BYLAWS.

6.05 Duties and Powers of the ASSOCIATION: The ASSOCIATION shall have such rights, duties and powers prescribed by the DECLARATION and as set forth in the ARTICLES and BYLAWS, as the same may be amended from time to time.

In addition to the duties and powers enumerated in the ARTICLES, BYLAWS, and any ASSOCIATION RULES adopted pursuant thereto, or elsewhere set forth in this DECLARATION, and without limiting the generality thereof, the ASSOCIATION shall:

(a) Maintain and otherwise be responsible for all aspects of the COMMON DRIVE AREAS as the ASSOCIATION shall

determine is in the best interests of the ASSOCIATION, including but not limited to landscaping, paving, maintenance and repair;

(b) Obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, as well as such other personnel as the COUNCIL shall determine to be necessary or desirable for the proper operation of the PROPERTY, whether such personnel are furnished or employed directly by the ASSOCIATION or by any person or entity with whom it contracts;

(c) Adopt ASSOCIATION RULES for the maintenance of the EXTERIOR PORTION OF THE BUILDING by its OWNER;

(d) Undertake any activity, function or service for the benefit of or to further the interest of all, some or any of the OWNERS, BUILDINGS or BUILDING SITES in the PROPERTY as the ASSOCIATION shall determine is in the best interests of the ASSOCIATION, provided, however, that no such activity, function or service except the maintenance of COMMON DRIVE AREAS and the enforcement right set forth in Section 6.06 shall be performed on or for the benefit of a BUILDING SITE without the approval of the OWNER of that BUILDING SITE.

6.06 Enforcement of ASSOCIATION RULES re EXTERIOR PORTION OF BUILDING: The ASSOCIATION may, at the OWNER's expense:

(a) Require the repair, completion or maintenance of any BUILDING or any improvement to any BUILDING SITE to bring it to a good and sightly condition and no less of a condition than that approved by the ASSOCIATION pursuant to Section 2.02;

(b) Require the alteration or removal of any BUILDING or any improvement to any BUILDING SITE (or any part thereof) which was not approved by the ASSOCIATION pursuant to Section 2.02;

(c) Require the removal of landscaping, ground cover or paving which are in violation of the ASSOCIATION RULES;

(d) Do all things an OWNER may fail to do as required by paragraphs 5.02 and 5.03.

6.07 Means of Enforcement: The enforcement measures described in Section 6.06 shall be initiated by written notice from the ASSOCIATION to the OWNER of the condition which requires repair, completion, maintenance, removal or alteration. The OWNER shall have the right of hearing pursuant to Article IX. If the OWNER fails to commence and diligently pursue required corrective measures as noticed and finally ordered, the ASSOCIATION may enter upon the BUILDING SITE and perform or otherwise cause to have accomplished the corrective measures and the cost thereof shall be assessed against the OWNER as a special assessment.

6.08 Personal Liability: No member of the COUNCIL, the ASSOCIATION, any committee of the ASSOCIATION, or any officer of the ASSOCIATION, shall be personally liable to any OWNER, or to any other party, including the ASSOCIATION, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the ASSOCIATION, the COUNCIL or any other representative or employee of the ASSOCIATION, or any

committee or officer of the ASSOCIATION, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

6.09 Rules and Regulations: The ASSOCIATION shall adopt such ASSOCIATION RULES pertaining to such rights and duties as are consistent with its general powers, and which are not inconsistent with this DECLARATION.

ASSOCIATION RULES shall be maintained in the records of the ASSOCIATION and copies shall be available through the Secretary of the ASSOCIATION.

The lack of receipt of the ASSOCIATION RULES by an OWNER or USER shall not be deemed an excuse of any violation of the ASSOCIATION RULES. Each OWNER and USER is conclusively presumed to have knowledge of the ASSOCIATION RULES.

6.10 Right of Entry: The ASSOCIATION is hereby granted a right of entry onto each BUILDING SITE and all COMMON DRIVE AREAS for the purposes of performing its duty or right of paving, maintenance or repair. Such entry shall be made with as little inconvenience to the OWNER affected as is practicable and any damage caused thereby will be repaired at the expense of the ASSOCIATION.

6.11 Voting Rights - Suspension: The ASSOCIATION, by action of the COUNCIL, may suspend any OWNER'S voting rights during any period or periods in which the OWNER fails to comply with the ASSOCIATION RULES or with any obligations of such OWNER

under this DECLARATION. The ASSOCIATION may also take legal action against any OWNER to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

6.12 Implied Rights: The ASSOCIATION, and the COUNCIL, shall have and may exercise any right or privilege expressly granted to it by this DECLARATION, the ARTICLES or the BYLAWS, or reasonably to be implied from the provisions of such documents, and such rights and privileges given or implied by law, or reasonably necessary or desirable to fulfill the duties, obligations, rights or privileges as set forth herein and in the ARTICLES and BYLAWS.

#### ARTICLE VII

##### Insurance

7.01 Mandatory Insurance: Commencing no later than the date the first conveyance of a BUILDING SITE is made by DECLARANT or DEVELOPER, as seller, the ASSOCIATION shall obtain and keep in force comprehensive general liability insurance, including medical payments insurance, in an amount determined by the COUNCIL, but not less than One Million Dollars (\$1,000,000.00). Such insurance shall cover all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, occupancy, ownership, condition, maintenance or repair of the COMMON DRIVE AREAS and any portion of a BUILDING SITE on which the ASSOCIATION has an easement right or right or obligation of landscaping, paving, maintenance or repair.

7.02 Mandatory Insurance By OWNER: The OWNER shall obtain and keep in force:

(a) Property insurance on the BUILDING insuring against loss or damage to the BUILDING, providing protection against all perils included within the classification of fire, extended coverage, vandalism and malicious mischief in an amount equal to the full replacement value of the BUILDING, exclusive of land.

(b) Comprehensive general liability insurance in an amount determined by the COUNCIL, but not less than One Million Dollars (\$1,000,000.00). Such insurance shall cover all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, occupancy, ownership, condition, maintenance or repair of the BUILDING and BUILDING SITE.

(c) In the event that an OWNER fails to obtain and keep in force mandatory insurance, the ASSOCIATION shall have the right at its sole option and without a duty on behalf of the ASSOCIATION to do so, to purchase and obtain such insurance for and on behalf of the OWNER. The expense incurred by the ASSOCIATION in obtaining and purchasing such insurance shall be a special assessment only against the OWNER, and no other, and shall be paid by the OWNER.

(d) Each OWNER shall provide to the ASSOCIATION, upon request by the ASSOCIATION, proof of mandatory insurance in such

form as is reasonably satisfactory to the ASSOCIATION.

7.03 Permissive Insurance: The ASSOCIATION shall have the authority, the right and the duty to obtain and maintain such additional insurance coverage which the COUNCIL deems necessary to protect the ASSOCIATION, including but not limited to workmen's compensation and employer's liability insurance, liability insurance covering the ASSOCIATION and its employees and agents, and insurance indemnifying officers, directors, employees and agents of the ASSOCIATION.

7.04 Required Insurance Provisions: The policies of insurance purchased by the ASSOCIATION shall provide as appropriate to the policy:

(a) The ASSOCIATION and each OWNER are named insureds under the policy.

(b) No act or omission by any OWNER, unless acting within the scope of his authority on behalf of the ASSOCIATION, will void the policy or be a condition to recovery on the policy.

(c) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of any OWNER because of the negligent acts of the ASSOCIATION or other OWNERS.

(d) Coverage may not be cancelled or reduced until thirty (30) days after notice has been delivered to the ASSOCIATION and mailed to each additional named insured.

7.05 Certificate of Insurance: An insurer that has issued an insurance policy to the ASSOCIATION under this Article shall issue certificates or a memorandum of insurance to the

ASSOCIATION or any OWNER on request.

7.06 Payment of Insurance Premiums: Premiums for all policies of insurance obtained by the ASSOCIATION pursuant to this Article and not otherwise made a special assessment against an OWNER shall be an obligation of and paid by the ASSOCIATION.

7.07 Payment of Insurance Proceeds: The ASSOCIATION is irrevocably appointed the attorney-in-fact for each OWNER to adjust all losses and to collect and disburse proceeds from insurance purchased by the ASSOCIATION.

7.08 Disposition of Insurance Proceeds: The payment of all proceeds from insurance purchased by the ASSOCIATION shall be paid to the ASSOCIATION.

7.09 Insurance Obtained By OWNERS: It shall be the option of the OWNER to obtain additional insurance for OWNER'S own benefit and at OWNER'S expense for any loss or liability not covered by or in excess of the limits of policies of insurance purchased by the ASSOCIATION under this Article.

#### ARTICLE VIII

##### Assessments and Common Expenses

8.01 Duty of Membership: DECLARANT, for each BUILDING SITE owned by it, and for and as the OWNER of the PROPERTY and every part thereof, hereby covenants, and each OWNER of a BUILDING SITE by the acceptance of a deed or other instrument of conveyance therefor, whether or not it be so

expressed in such instrument, covenants and agrees with each other and with the ASSOCIATION to be a member of the ASSOCIATION and to pay to the ASSOCIATION assessments made by the ASSOCIATION for the purposes provided in this DECLARATION, the ARTICLES and in the BYLAWS, as therein provided.

8.02 Determination of Budget and General

Assessments: The total amount required to be raised by regular assessments shall be determined for each fiscal year of the operation of the PROPERTY by the COUNCIL. To determine the total amount required, the COUNCIL shall prepare a budget for such fiscal year showing, in reasonable detail, the various matters proposed to be covered by the budget, the estimated costs and expenses which will be payable, the amounts necessary to reserve or impound during the budget fiscal year for taxes, costs and expenses anticipated in future fiscal years, the estimated income and other funds which will be received as well as any estimated surplus from prior fiscal years, and the estimated total amount required to be raised by regular assessments to cover costs and expenses and to provide a reasonable reserve for contingencies.

The total amount required to be raised by regular assessments for any fiscal year shall include the amount necessary to cover the costs and expenses of fulfilling the obligations of the ASSOCIATION made in connection with or contemplated under any previously approved budget. If the total amount required to be raised by regular assessments proves inadequate for any reason, including nonpayment by any OWNER of

his share thereof, the ASSOCIATION may levy a supplemental assessment which shall be assessed to the OWNERS. Except as emergencies may require, the ASSOCIATION shall make no commitment for expenditures in excess of the funds reasonably expected to be available from regular assessments.

8.03 Rate and Commencement of Assessment: The total amount required to be raised by regular and supplemental assessments shall be apportioned among the OWNERS of the BUILDING SITES by multiplying the total amount required by a fraction, the numerator of which represents the square footage of the BUILDING SITE to be purchased and the denominator of which represents the total square footage of the real property within the PROPERTY.

8.04 Special Assessments: In addition to regular and supplemental assessments, the ASSOCIATION shall have the right to charge and impose special assessments against an OWNER. Special assessments are assessments levied by the ASSOCIATION against an OWNER for expenses incurred by the ASSOCIATION and for which special assessments against the OWNER are specifically authorized by this DECLARATION.

8.05 Notice of Assessments and Time for Payment:  
The ASSOCIATION shall give written notice to each OWNER as to the amount of the regular assessments with respect to each BUILDING SITE subject to assessment prior to the date of the annual meeting and such assessment, unless otherwise provided for by the ASSOCIATION, shall be payable in monthly installments on the first day of each month thereafter. The ASSOCIATION shall give

written notice to each OWNER as to the amount of any supplemental or special assessment on the OWNER'S BUILDING SITE as soon as is practicable after the ASSOCIATION has levied such assessment.

The amount of any such assessment shall be payable in any reasonable manner as determined by the ASSOCIATION, at one time, or at regular intervals, but not less than thirty (30) days after written notice with respect thereto has been given to each OWNER.

8.06 No Waiver: The failure by the ASSOCIATION prior to commencement of any fiscal year to determine the budget therefor and the amount required to be raised by regular assessments, shall not be deemed a waiver or modification in any respect of the provisions of this DECLARATION or a release of any OWNER from its obligation to pay the regular assessment or any installment thereof for that or the subsequent year, rather, the regular assessment and the monthly installments thereof fixed for the current fiscal year shall continue until such budget is determined and assessment fixed.

8.07 Records and Accounting: All funds collected hereunder shall be expended for the purposes designated in this DECLARATION, ARTICLES, or the BYLAWS. The ASSOCIATION shall keep detailed and accurate books and records of the receipts and expenditures of the ASSOCIATION and shall specify and itemize the maintenance and repair expenses thereof and any other expenses incurred. Such records and books shall be available for examination by any OWNER or his duly authorized representative at convenient hours on weekdays. The ASSOCIATION may maintain such separate accounts as it deems proper.

8.08 Personal Obligations of OWNER: The amount of each assessment (including monthly installments of the regular assessments) shall be a separate, distinct and personal debt and obligation of the OWNER against whom the same has been assessed at the time such assessment is made and shall be collectible as such with interest at a rate established by the ASSOCIATION. The ASSOCIATION shall have the right to impose a reasonable late charge for nonpayment of any payment of any assessment or installment thereof within fifteen (15) days of the date any such payment became due. Suit to recover a money judgment for such personal obligation shall be maintainable by the ASSOCIATION without foreclosing or waiving the lien securing the same. No OWNER may exempt itself, avoid, or diminish any personal obligation or liability for payment of any assessment by abandonment of his BUILDING SITE or otherwise. The purchaser of a BUILDING SITE shall be jointly and severally liable, except as otherwise provided herein, with the seller for all assessments which are unpaid at the time of sale, without prejudice, however, to the right of purchaser to recover from seller amounts paid by purchaser to secure or defray the amount of the unpaid assessments.

8.09 Lien for Assessment: The amount of any assessment, whether regular, supplemental or special, assessed to the OWNER, together with late charges thereon, interest at the rate established by the ASSOCIATION, and costs, including

reasonable attorneys' fees, shall become a lien upon such BUILDING SITE. To evidence any such lien, the ASSOCIATION may prepare and cause to be recorded in the Office of the County Recorder of Yavapai County, Arizona, a written notice of lien setting forth the amount of the assessment, the due date thereof, the amount remaining unpaid, the name of the OWNER and a description of his BUILDING SITE. The cost of such recording shall be borne by the OWNER. No such notice of lien shall be so recorded until a delinquency occurs in payment of the assessment or installments due. Sums unpaid on such lien shall include all unpaid obligatory advances made pursuant thereto as well as all other amounts advanced thereon and secured by the lien thereof in accordance with the terms of such instrument.

8.10 Release of Lien: Upon payment or other satisfaction of a delinquent assessment for which a notice of lien has been recorded in the Official Records of the County Recorder of Yavapai County, Arizona, the ASSOCIATION shall cause to be recorded in the same manner a further notice setting forth the satisfaction and release of such lien. The OWNER shall be required to pay the costs and expenses of such recording.

8.11 Foreclosure of Lien: The ASSOCIATION may foreclose the assessment lien against a BUILDING SITE in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages and may recover a deficiency judgment against persons obligated for the assessment if the judicial sale of the BUILDING SITE does not satisfy the judgment.

In any foreclosure, the OWNER shall be required to pay the costs and expenses of such proceeding, any assessments or installments thereof becoming due during the pendency thereof, and costs, including reasonable attorneys' fees. The ASSOCIATION acting on its own behalf shall have the power to bid in and purchase the BUILDING SITE at foreclosure sale and to hold, lease, mortgage, convey and thereafter otherwise deal with the BUILDING SITE as the OWNER thereof, subject to the right of redemption as provided by law.

8.12 Estoppel Certificate: Upon payment of a reasonable fee and upon written request of any OWNER, MORTGAGEE, or any person intending to acquire any right, title or interest in a BUILDING SITE, the ASSOCIATION shall furnish a written statement setting forth the amount of the unpaid assessment on the BUILDING SITE, the amount of the current regular assessment, the date that such assessment becomes or became due, any to which installments have been paid thereon, and credit for advance payments. Such statement shall be conclusive upon the ASSOCIATION in favor of persons who rely thereon in good faith.

Unless such request for a statement of account shall be complied with within twenty (20) days from the receipt thereof by the ASSOCIATION, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of a MORTGAGEE which acquired its interest subsequent to requesting such statement. Where a prospective purchaser of a BUILDING SITE makes such request, both the lien for such unpaid

assessments and the personal obligation of such person, as a purchaser, shall be automatically released with respect thereto, if the statement is not furnished within such twenty (20) day period and thereafter an additional written request is made therefor by such person and is not complied with within ten (10) days from the receipt thereof by the ASSOCIATION.

#### ARTICLE IX

##### Right of Hearing

Should the ASSOCIATION reject or disapprove the plans and specifications as submitted in accordance with Section 2.02 or give written notice to an OWNER of required corrective measures pursuant to Section 6.06, the OWNER, within fifteen days from the date of written notice, may request in writing a hearing before the COUNCIL. The COUNCIL, upon receipt of such written request, shall fix the date, time and place of the hearing and shall notify the OWNER in writing of the date, time and place of the hearing at least seven days prior to the hearing date. The date of the hearing shall be fixed no later than thirty days after receipt of the written request for hearing. At the hearing, the OWNER shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of the plans and specifications or the required corrective measures. Upon conclusion of the hearing the COUNCIL shall then determine, by majority vote, whether the prior act shall be affirmed or reversed. Notice in writing of the COUNCIL's decision shall be mailed to the OWNER within seven days

from the date of the hearing. The decision of the COUNCIL shall be final.

#### ARTICLE X

##### Miscellaneous Provisions

10.01 Amendments: Except as otherwise provided herein, the provisions of this DECLARATION may be amended by an instrument in writing signed and acknowledged by two-thirds of the voting membership defined by Section 6.03, such amendment shall be effective upon the recordation thereof in the Official Records of the County Recorder of Yavapai County, Arizona, provided, however:

(a) Any amendment which changes or alters the basis for sharing of the common expenses or changes the apportionment of assessments that may be levied by the ASSOCIATION or alters the respective voting power of the OWNERS or otherwise alters the basis upon which the OWNERS are entitled to vote shall require the unanimous consent of the voting membership.

(b) Any amendment which diminishes or defeats the rights or interests of any MORTGAGEE shall require the consent of such affected MORTGAGEE.

10.02 Compliance with Provisions of DECLARATION and BYLAWS: Each OWNER shall comply with the provisions of this DECLARATION, the ARTICLES and BYLAWS, and any ASSOCIATION RULES, as the same may be amended from time to time. Failure to so comply shall be grounds for an action to recover sums due and for

damages or injunctive relief, or both, maintainable by the DECLARANT or the ASSOCIATION on behalf of the OWNERS or, in a proper case, by an aggrieved OWNER. Each OWNER shall be responsible for the compliance by USERS, and the respective servants and employees of each of them with respect thereto, and his failure to so ensure compliance by such persons shall be grounds for the same action available to the ASSOCIATION by reason of such OWNER'S own noncompliance. Should court proceedings be instituted in connection with any such right of enforcement, the prevailing party therein shall be entitled to recover its or his costs and expenses in connection therewith, including reasonable attorneys' fees.

10.03 Notice: Any notice to be given to an OWNER may be delivered in person or may be deposited in the United States Mail in the State of Arizona, with postage prepaid and addressed to the OWNER. Each OWNER shall register the address to which he desires any such notice to be addressed or, in the absence of registering such an address, any such notice may be addressed and shall be deemed given to OWNER for the purposes of service thereof, to the street number of the BUILDING SITE. Such address may be changed from time to time by notice in writing to the ASSOCIATION. Service of any such written notice shall be deemed complete at the time of such personal delivery or within five (5) days after the mailing thereof. All notices or demands to be served on MORTGAGEES shall be served upon them by depositing in the United States Mail of such notice, with postage

prepaid, and addressed to such address as any such MORTGAGEE may have furnished to the ASSOCIATION by written notice. In the absence of furnishing any such address by a MORTGAGEE, such MORTGAGEE shall not be entitled to receive any notice as provided for in this DECLARATION. Any such notice to be furnished to a MORTGAGEE shall be deemed served upon it within five (5) days after mailing as herein provided.

10.04 Continuation of OWNER'S Obligations: All obligations of an OWNER under this DECLARATION shall continue, notwithstanding that a USER may occupy his BUILDING SITE pursuant to lease or otherwise. Except as otherwise stated herein, no OWNER shall, however, be responsible for the expenses or other obligations accruing from and after the date upon which he has sold his BUILDING SITE or conveyed it to another, as determined by the date of close of escrow or, if no escrow is used, the date legal right has transferred.

10.05 Number and Gender: Whenever a singular number is used in this DECLARATION and required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporations, firms, partnerships or other forms of association or entity. Whenever the plural number is used herein and required by the context, the same shall include the singular number.

10.06 Captions: Section titles or captions contained in this DECLARATION are inserted only as a matter of

convenience and for reference and in no way define, limit, extend or describe the scope of this DECLARATION or the intent of any provisions hereof.

10.07 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof, section or portion thereof, sentence, clause, phrase or any portion thereof, shall not affect the validity or enforceability of any other provision, section, sentence, clause or phrase herein.

10.08 Law Controlling: The provisions of this DECLARATION shall be in addition and supplemental to all other provisions of law, and shall be construed and controlled by and under the laws of the State of Arizona. Venue for any action to enforce rights or obligations arising from this DECLARATION shall be in Yavapai County.

10.09 Effect of Provisions of DECLARATION: Each provision of this DECLARATION, and any agreement, promise, covenant and undertaking to comply with each provision of this DECLARATION, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provisions of this DECLARATION, shall:

(a) Be deemed incorporated in each deed or other instrument by which any right, title or interest to the PROPERTY or in any BUILDING SITE is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(b) By virtue of acceptance of any right, title or interest in the PROPERTY or in any BUILDING SITE by an OWNER, be deemed accepted, ratified, adopted and declared as a personal covenant of such OWNER, and, as a personal covenant, shall be binding on such OWNER and such OWNER'S heirs, personal representatives, successors and assigns, and shall be deemed a personal covenant to, with and for the benefit of the ASSOCIATION;

(c) Be deemed a real covenant by DECLARANT, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the PROPERTY and each BUILDING SITE and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the PROPERTY and each BUILDING SITE;

(d) Be deemed a covenant, obligation and restriction secured by a lien in favor of the ASSOCIATION, burdening and encumbering the title to a BUILDING SITE in favor of the ASSOCIATION to secure the performance of the obligation of an OWNER as provided in this DECLARATION.

10.10 Protection of MORTGAGEE: Except as otherwise provided in this DECLARATION, no violation or breach of, nor failure to comply with, any provisions of this DECLARATION by an OWNER and no action against him to enforce any such provisions shall affect, defeat, render invalid or impair the lien of any MORTGAGEE taken in good faith, for value and perfected by

recording in the Official Records of the County Recorder of Yavapai County, Arizona, prior to the time of the recording in the Official Records of the County Recorder of an instrument describing the BUILDING SITE, listing the name or names of the OWNER or OWNERS in fee simple title thereof, and giving notice of such violation, breach, failure to comply, or action of enforcement affect, defeat, render invalid or impair the title or interest of the holder of any such MORTGAGE or result in any liability, personal or otherwise, as to such MORTGAGEE.

Any purchaser of a BUILDING SITE on foreclosure sale shall take subject to this DECLARATION; provided, however, that violations or breaches of, or failures to comply with, any provisions of this DECLARATION which occur prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, its heirs, personal representatives, successors or assigns.

10.11 Binding on Successors: This DECLARATION shall be binding upon and inure to the benefit of the ASSOCIATION, the COUNCIL, each OWNER, the USER of an OWNER, as well as the heirs, personal representatives, successors in interest and assigns of each of them. Benefits conferred upon an OWNER hereunder and burdens assumed by OWNER shall be binding upon and shall inure to the benefit of a USER unless the right conferred or the obligation representing such burden would appear in the context in which conferred or imposed to be personal to an OWNER.

10.12 No Waiver: The failure of the ASSOCIATION or COUNCIL to insist, in any one or more instances, upon the strict performance of any of the covenants, conditions, restrictions or provisions of this DECLARATION, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of any such covenant, condition, restriction or provisions shall remain in full force and effect.

10.13 Interpretation: The provisions of this DECLARATION shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of the PROPERTY.

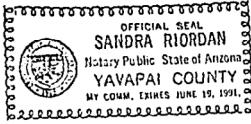
10.14 Effective Date: This DECLARATION shall take effect as of the date upon which it has been signed and acknowledged by an authorized representative of DECLARANT. This DECLARATION shall be recorded in the Official Records of the County Recorder of Yavapai County, Arizona, or where appropriate, in the Official Records of other governmental entities or agencies.

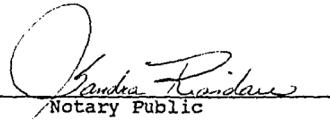
IN WITNESS WHEREOF, this DECLARATION is signed this  
17th day of February, 1988.  
AMERICA WEST HOLDINGS, INC., an Arizona Corporation  
BY: D. Head  
DONALD R. HEAD, President

By \_\_\_\_\_

STATE OF ARIZONA      )  
COUNTY OF YAVAPAI    ) ss.

The foregoing instrument was acknowledged before me  
this 17th day of February, 1988, by  
DONALD R. HEAD, President of America West  
Holdings, Inc., an Arizona corporation.



  
Sandra Riordan  
Notary Public

My Commission Expires:

2031 PAGE 928

EXHIBIT "A"

PROPERTY DESCRIPTION

All that portion of Lots 381 and 382 of the Idylwild Tract (recorded in Book 2 of Maps, Page 14, Records of Yavapai County) located in the Southwest quarter of Section 32, Township 14 North, Range 2 West, and that portion of the Northwest Quarter of Section 5, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 5; Thence, South  $88^{\circ}54'31''$  West, along the North line of said Section 5 (basis of bearings as measured) 1189.80 feet to a point on the Easterly Right of Way line of Thumb Butte Road being the TRUE POINT OF BEGINNING;

Thence, Northeasterly along said Right of Way on a curve concave to the right with a radius of 547.95 feet, a central angle of  $05^{\circ}31'53''$ , a length of 52.90 feet and a long chord bearing North  $33^{\circ}00'05''$  East;

Thence, North  $35^{\circ}46'$  East along said Right of Way, 7.49 feet;

Thence, Northeasterly along a curve concave to the right with a radius of 37.50 feet, a central angle of  $79^{\circ}21'$  and a length of 51.93 feet to a point on the Southerly Right of Way of Plaza Drive;

Thence, South  $64^{\circ}53'$  East along said Right of Way, 32.30 feet;

Thence, Southeasterly along said Right of Way on a curve concave to the left with a radius of 465.74 feet, a central angle of  $26^{\circ}06'09''$  and a length of 212.18 feet;

Thence, North  $89^{\circ}00'51''$  East along said Right of Way, 148.65 feet;

Thence, Southeasterly along said Right of Way on a curve concave to the right with a radius of 161.60 feet, a central angle of  $30^{\circ}00'48''$  and a length of 84.65;

Thence, Southeasterly along said Right of Way on a curve concave to the left with a radius of 211.60 feet, a central angle of  $25^{\circ}09'19''$  and a length of 92.90 feet;

Thence, South  $47^{\circ}47'$  West, 222.16 feet;

Thence, South  $64^{\circ}04'$  West, 301.52 feet;

Thence, South  $20^{\circ}16'$  West, 236.45 feet;

Thence, South  $57^{\circ}37'26''$  West, 2.19 feet to a point on the Northerly Right of Way of County Club Circle;

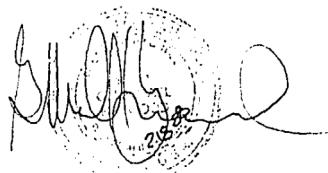
Thence, North  $27^{\circ}11'50''$  West along said Right of Way, 49.51 feet;

Thence, Northwesterly along said right of Way on a curve concave to the left with a radius of 325.00 feet a central angle of  $38^{\circ}58'10''$  and a length of 221.05 feet;

Page 1  
Overall  
87-183  
2-18-88

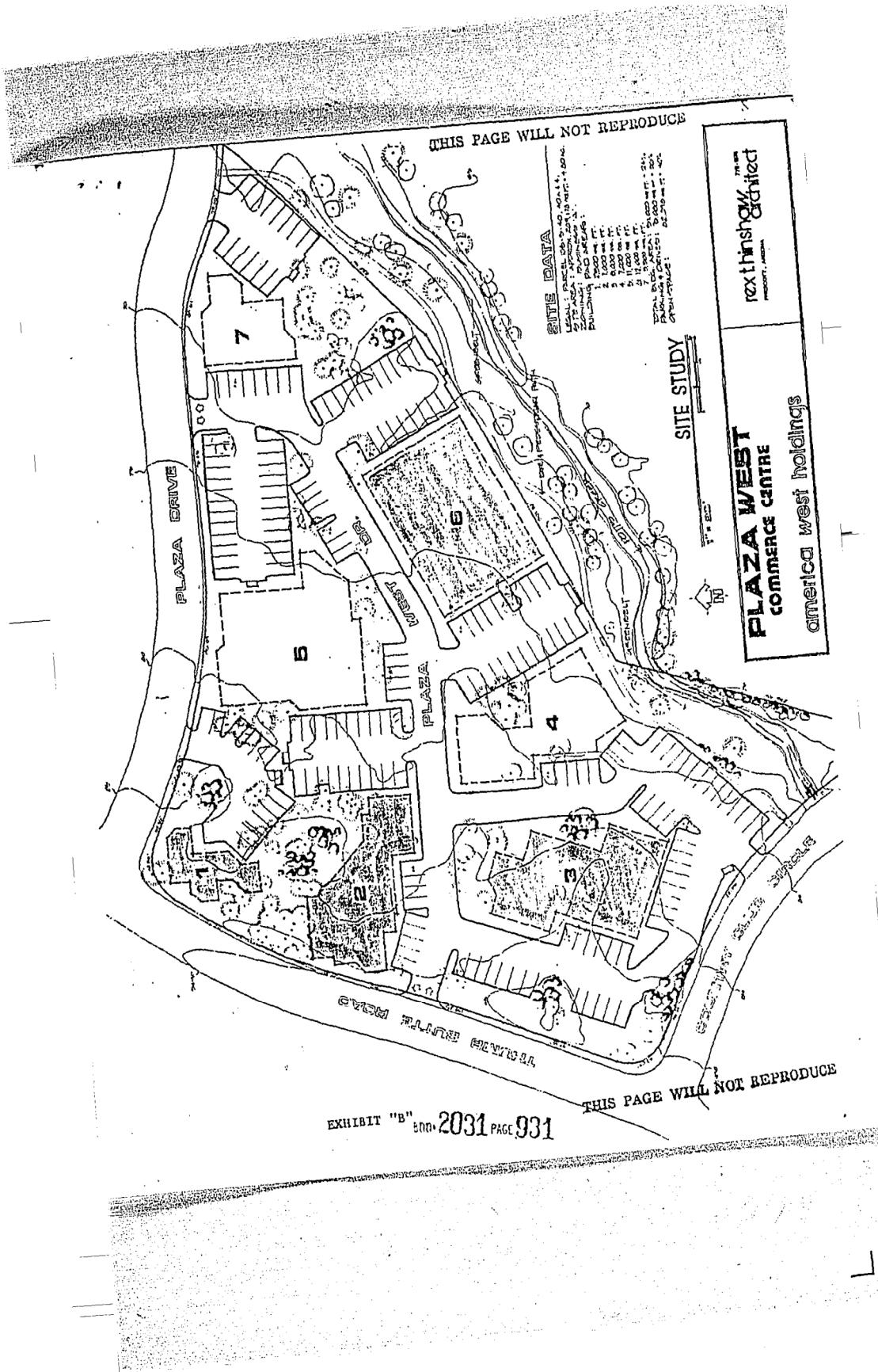
500-2031 PAGE 929

Thence, North  $66^{\circ}10'$  West along said Right of Way, 46.24 feet;  
Thence, Northwesterly along a curve concave to the right with a radius of 30.00 feet, a central angle of  $90^{\circ}00'$  and a length of 47.12 feet to a point on the Easterly Right of Way of Thumb Butte Road;  
Thence, North  $23^{\circ}50'$  East along said Right of Way, 97.76 feet;  
Thence, Northeasterly along said Right of Way on a curve concave to the left with a radius of 1170.97 feet, a central angle of  $05^{\circ}06'$  and a length of 104.23 feet;  
Thence, North  $18^{\circ}44'$  East along said Right of Way, 6.00 feet;  
Thence, Northeasterly along said Right of Way on a curve concave to the right with a radius of 547.95 feet; a central angle of  $11^{\circ}30'07"$  and a length of 110.00 feet to the TRUE POINT OF BEGINNING;  
Containing 4.8009 acres, more or less.



Page 2  
Overall  
87-183  
2-18-88

800-2031 PAGE 930



THIS PAGE WILL NOT REPRODUCE

EXHIBIT C

Plaza West Commerce Centre  
Signage Specification

Building identification and address signage:

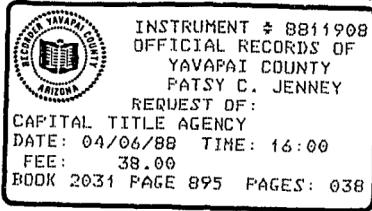
Materials - cast aluminum letters.  
Finishes - aluminum, bronze, gold.  
Size - 12" maximum letters.  
Lighting - indirect, incandescent.  
Locations - surface mount, building walls,  
below roof eave, or surface  
mount, masonry pedestal  
wall, 36" high maximum, in  
landscaped area.

Building directory signage:

Locations - Surface mount adjacent to, or on entrance doors not  
directly facing Plaza West Drive

These specifications do not include Plaza West Commerce Centre  
Project signage.

500-2031 PAGE 932



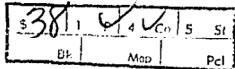
WHEN RECORDED, MAIL TO:  
America West Holdings, Inc.  
6470 Airpark Dr.  
Prescott, AZ 86301  
88010085

February 12, 1988

DECLARATION OF RESTRICTIVE COVENANTS

FOR

PLAZA WEST



KNOW ALL MEN BY THESE PRESENTS:

The undersigned Declarant, America West Holdings, Inc., an Arizona corporation, is the owner of the property described on Exhibit A, which property is to be known as Plaza West Commerce Centre (PLAZA WEST).

The Declarant desires to impose uniform restrictions on the PLAZA WEST property for the purpose of establishing:

(1) The nature of the use and enjoyment of the PROPERTY.

(2) A plan for the individual ownership of BUILDING SITES and the improvements thereon, subject to limited powers of management, regulation and control by a nonprofit corporation with membership of such BUILDING SITE OWNERS.

(3) Powers of regulation and control by the nonprofit corporation affecting the PROPERTY in PLAZA WEST.

NOW, THEREFORE, Declarant does hereby declare that the PLAZA WEST property is subject to the following covenants, restrictions, conditions, easements, assessments, liens, limitations and obligations, all of which are covenants which run with the title to the PLAZA WEST property and each individual BUILDING SITE.

BOOK 2031 PAGE 895

ARTICLE I  
Definitions

Unless the content clearly indicates a different meaning, the following terms as used in this Declaration are defined as follows:

1.01 "ARTICLES" means the ARTICLES OF INCORPORATION of PLAZA WEST COMMERCE CENTRE, INC.

1.02 "ASSOCIATION" means PLAZA WEST COMMERCE CENTRE, INC., an Arizona nonprofit corporation, its successors and assigns, formed as an entity through which the OWNERS may act in accordance with this DECLARATION, and its ARTICLES and BYLAWS.

1.03 "ASSOCIATION RULES" means such rules and regulations governing the rights, privileges and obligations of the OWNERS and the ASSOCIATION as may be adopted, amended or repealed by majority vote of the OWNERS comprising the ASSOCIATION.

1.04 "BUILDING" means the structure situated on a BUILDING SITE.

1.05 "BUILDING SITE" means one of the parcels numbered 1 through 7, as shown on Exhibit B.

1.06 "BYLAWS" means the BYLAWS of the ASSOCIATION.

1.07 "COMMON DRIVE AREAS" means COMMON DRIVE AREAS as shown on Exhibit B.

1.08 "COUNCIL" means the governing body of PLAZA WEST COMMERCE CENTRE, INC.

1.09 "DECLARANT" means AMERICA WEST HOLDINGS, INC., an Arizona corporation.

800-2031 PAGE 896

1.10 "DECLARATION" means the DECLARATION OF RESTRICTIVE COVENANTS FOR PLAZA WEST, this instrument.

1.13 "EXTERIOR PORTION OF BUILDING" means all that portion of the BUILDING which may be viewed from any location outside of the BUILDING and that portion of the BUILDING SITE not covered by the BUILDING, including all artificial and natural drainage, landscaping and paving, if any.

1.14 "MORTGAGE" means a MORTGAGE, deed of trust or other security instrument, which is a lien on a BUILDING SITE.

1.15 "MORTGAGEE" means a beneficiary under, or holder of a MORTGAGE.

1.16 "OWNER" means the record OWNER, whether one or more persons or entities (including but not limited to DECLARANT), of equitable title or legal title (if equitable title has merged therewith) to a BUILDING SITE. OWNER does not include a MORTGAGEE.

1.17 "PROPERTY" means all BUILDING SITES and COMMON DRIVE AREAS in PLAZA WEST.

1.18 "USER" means any agent, servant, lessee, tenant, guest or invitee of an OWNER or any person or entity who has acquired any title or interest in a BUILDING SITE by, through, or under an OWNER, including a licensee, or MORTGAGEE, or any agent, servant, tenant, guest or invitee of such a person or entity.

ARTICLE II

Statement of Purposes, Use and

General Restrictions

2.01 Non-Permitted Use: NO BUILDING SITE shall be used:

(a) in violation of the zoning code of the City of Prescott as applicable to the PROPERTY as of the date of recordation of this DECLARATION; or

(b) for other than professional business activities, which is specifically defined to exclude all wholesale or retail sales of goods and all manufacturing; or

(c) for any of the following enumerated purposes as interpreted by the zoning code of the City of Prescott as of the date of recordation of this DECLARATION:

Adult Bookstores  
Adult Day Care Center  
Adult Entertainment Businesses  
Appliance Stores  
Auditoriums  
Automobile Display Rooms  
Automobile Garages  
Automobile Laundries  
Automobile Wrecking Yards  
Ambulance Service  
Antique Shops  
Auction Sales and Swap Meets  
Bakeries  
Barber Shops  
Bars  
Battery Charging and Repair Shops  
Beauty Parlors  
Beverage Bottling  
Billboards  
Billiard Rooms  
Bookstores  
Bowling Alleys  
Buffets  
Bus Terminals

END PAGE 898

Cafes  
Cafeterias  
Car Washes  
Child Care Nurseries  
Churches  
Cigar Stores  
Cleaning and Dyeing Shops and Plants  
Clothing Manufacturers  
Confection Stores  
Conservatories  
Dance Halls  
Delicatessen Stores  
Dining Rooms (Public)  
Dressmaking Shops  
Drugstores  
Dry Good Stores  
Embroidery Shops  
Feed Stores  
Fender and Body Repair  
Fish Markets  
Flower Shops  
Food Lockers  
Foundries  
Fraternities  
Fruit Stores  
Fuel Stores  
Grocery Stores  
Group Foster Homes  
Hairdressing Parlors  
Hardware Stores  
Hospitals  
    Contagious Diseases  
    Convalescent  
    Drug Addiction  
    General  
    Liquor Addiction  
    Mental Diseases  
    Rest Homes  
Household Utensils or Goods Stores  
Ice Cream Parlors  
Institutions, Public, Educational or Philanthropic  
Junk Yards  
Laundry Agencies  
Laundries, Self Service  
Libraries, Rental  
Lodges  
Lumber and Planing Mills  
Lumber Yards  
Lunch Rooms  
Magazines, Periodical and News Stores  
Manicure Parlors  
Manufacturing

Meat Markets  
Mercantile Stores Not Otherwise Classified  
Mini-Storage  
Motion Picture Studios  
Newspaper Publishing  
Night Clubs  
Notion Stores (Sales)  
Palm Readers  
Parish Houses  
Perpetual Care Cemeteries  
Photographic Shops and Studios  
Plumbing Shops  
Poolrooms  
Poultry (Dressed) Shops  
Poultry (Live) Shops  
Printing Shops  
Public Schools  
Radio Sales and Repair  
Retail Stores Not Otherwise Classified  
Schools  
Second Hand Stores  
Service Stations  
Shoe Repair Shops  
Shoe Shining Shops  
Shoe Shops, Retail  
Skating Rinks, Ice and Roller  
Sheet Metal Shops  
Shooting Galleries  
Sign Shops  
Sororities  
Storage  
Tailor Shops  
Taxidermy  
Tea Rooms  
Theaters  
Tile Shops  
Tire Shops  
Tobacco Stores  
Trade Schools  
Trucking Terminals  
Undertaking or Mortuary Parlors  
Upholstery Shops  
Vegetable Shops  
Video Sales/Rental Outlet  
Welding Works

2.02 Construction and Alteration: All construction, reconstruction, repair or any action or activity which may alter the EXTERIOR PORTION OF BUILDING (including, but not limited to,

posting signs, rebuilding, remodeling, all structural alterations, roof repair, painting, decorating, fencing or landscaping) or COMMON DRIVE AREAS shall be in accordance with architectural plans and specifications filed with the ASSOCIATION and approved in writing by the ASSOCIATION.

2.03 BUILDING SITE Split: No BUILDING SITE may be divided for sale or encumbrance.

### ARTICLE III

#### General Restrictions

3.01 Antennae, Masts, etc.: No exterior radio antenna, television antenna, masts, poles, flagpoles or antenna of any type, including satellite television dishes or similar devices, shall be erected or maintained in the PROPERTY.

3.02 Signs: No sign, poster, flag, banners, billboard, advertising device or other display of any kind ("SIGN") shall be displayed to the public view without the approval of the COUNCIL. The COUNCIL shall have no authority to:

- (a) approve any internally-lighted or flashing light SIGN;
- (b) approve any window SIGN;
- (c) approve any SIGN not in conformance with the zoning code of the City of Prescott as of the date of recordation of this DECLARATION;
- (d) approve any SIGN to be displayed above the top of the exterior wall of the OWNER'S BUILDING to which it is attached.

Unless otherwise approved by the COUNCIL by two-thirds vote, all SIGNS shall be in conformance with the SIGN specifications attached on Exhibit C.

3.03 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the PROPERTY, and no odor shall be permitted to arise therefrom so as to render the PROPERTY or any portion thereof unsanitary, unsightly, offensive or detrimental to any other PROPERTY in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the PROPERTY so as to be offensive or detrimental to any other PROPERTY in the vicinity thereof or to its occupants or to any BUILDING SITE or its occupants on the PROPERTY.

3.04 No Hazardous Activities: No activities shall be conducted on any portion of the PROPERTY and no improvements shall be constructed on any BUILDING SITE which are or might be unsafe or hazardous to any person or PROPERTY.

3.05 Unsightly Articles: No unsightly articles shall be permitted to remain on any BUILDING SITE so as to be visible from any other portion of the PROPERTY.

3.06 No Temporary Structures: No tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the PROPERTY.

3.07 No Mining or Drilling: No portion of the PROPERTY shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

#### ARTICLE IV

##### OWNER'S Rights and Responsibilities

###### In General

4.01 DECLARATION Binding: The acceptance of a deed or conveyance or a lease of any BUILDING SITE shall constitute an agreement that the provisions of this DECLARATION, the ARTICLES and BYLAWS and any ASSOCIATION RULES adopted pursuant thereto, as the same may be amended from time to time, are accepted and ratified by such OWNER or USER and all of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such BUILDING SITE or possession of the BUILDING SITE as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

4.02 Strict Compliance: Each OWNER shall strictly comply with the provisions of this DECLARATION, the ARTICLES and BYLAWS and any ASSOCIATION RULES adopted pursuant thereto, as the same may be amended from time to time. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the ASSOCIATION on behalf of the OWNERS, or in a proper case, by an aggrieved OWNER.

#### ARTICLE V

##### OWNER'S Rights and Responsibilities

5.01 Exclusive Ownership and Possession: Each OWNER shall be entitled to exclusive ownership and possession of his BUILDING SITE, subject to easements and rights granted herein.

All real estate taxes and all other taxes of every kind and description assessed by reason of the ownership of the BUILDING SITE or BUILDING or by reason of any activity performed on the BUILDING SITE or BUILDING shall be the sole responsibility of the OWNER.

5.02 Maintenance: Except for those portions which the ASSOCIATION is required to maintain and repair hereunder, each OWNER shall, at his own expense, maintain his BUILDING, BUILDING SITE and improvements in good order, condition and repair.

5.03 Damage or Destruction to Building: In the event a BUILDING is damaged or destroyed, the OWNER shall:

(a) commence repair and rebuilding within 30 days of such damage or destruction and proceed to completion on as expeditious a manner as is reasonably possible, or

(b) raze the damaged or destroyed BUILDING and restore the BUILDING SITE to its level and grade prior to construction of the BUILDING free of all building or construction materials.

5.04 Easement on BUILDING SITE: Each OWNER grants to the ASSOCIATION, or its duly authorized agent, an easement on the BUILDING SITE for the purpose of allowing the ASSOCIATION to discharge that duty and obligation of maintenance, and repair.

ARTICLE VI

PLAZA WEST

6.01 The ASSOCIATION: The ASSOCIATION is a nonprofit Arizona corporation charged with the duties and vested

with the powers prescribed by law and set forth in the DECLARATION, ARTICLES, BYLAWS and such ASSOCIATION RULES as it may adopt.

6.02 Membership: Each OWNER shall be a member of the ASSOCIATION. Each membership shall be appurtenant to the BUILDING SITE upon which it was based and shall be transferred automatically by conveyance of that BUILDING SITE. Ownership of a BUILDING SITE shall be the sole qualification for membership and shall be evidenced only by recordation in the records of the ASSOCIATION (no certificate of membership will be issued). No person or entity other than an OWNER may be a member of the ASSOCIATION, and a membership therein may not be transferred except in connection with the transfer of a BUILDING SITE. If title to a BUILDING SITE is held by more than one person or entity, the membership related to that BUILDING SITE shall be shared by all such persons and entities in the same proportionate interest and by the same type of tenancy or ownership by which the title to the BUILDING SITE is held.

6.03 Voting Membership: The ASSOCIATION shall have the following voting membership and votes:

One vote shall be allotted to each square foot of BUILDING SITE. The total number of votes shall equal the total square footage of real property within the PROPERTY. The OWNER of a BUILDING SITE shall be entitled to vote a number of votes equivalent to the total square footage of the OWNER's BUILDING SITE.

Where there is more than one OWNER of the same BUILDING SITE, all OWNERS may attend any meeting of the ASSOCIATION, but

it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The ASSOCIATION may suspend the voting rights of any OWNER during any period or periods in which such OWNER has failed to comply with the ASSOCIATION RULES published by the ASSOCIATION, or with any other obligation imposed on such OWNER under this DECLARATION, the ARTICLES or BYLAWS.

6.04 The COUNCIL - General Powers: The COUNCIL shall manage the business and affairs of the ASSOCIATION and may exercise all such authority and powers of the ASSOCIATION and do all such lawful acts as are not by law, the ARTICLES, BYLAWS or this DECLARATION directed or required to be exercised or done by the OWNERS. The powers of the COUNCIL shall encompass, but not be limited to, all of the rights and duties of the COUNCIL as set forth elsewhere in this DECLARATION, ARTICLES and BYLAWS.

6.05 Duties and Powers of the ASSOCIATION: The ASSOCIATION shall have such rights, duties and powers prescribed by the DECLARATION and as set forth in the ARTICLES and BYLAWS, as the same may be amended from time to time.

In addition to the duties and powers enumerated in the ARTICLES, BYLAWS, and any ASSOCIATION RULES adopted pursuant thereto, or elsewhere set forth in this DECLARATION, and without limiting the generality thereof, the ASSOCIATION shall:

(a) Maintain and otherwise be responsible for all aspects of the COMMON DRIVE AREAS as the ASSOCIATION shall

determine is in the best interests of the ASSOCIATION, including but not limited to landscaping, paving, maintenance and repair;

(b) Obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, as well as such other personnel as the COUNCIL shall determine to be necessary or desirable for the proper operation of the PROPERTY, whether such personnel are furnished or employed directly by the ASSOCIATION or by any person or entity with whom it contracts;

(c) Adopt ASSOCIATION RULES for the maintenance of the EXTERIOR PORTION OF THE BUILDING by its OWNER;

(d) Undertake any activity, function or service for the benefit of or to further the interest of all, some or any of the OWNERS, BUILDINGS or BUILDING SITES in the PROPERTY as the ASSOCIATION shall determine is in the best interests of the ASSOCIATION, provided, however, that no such activity, function or service except the maintenance of COMMON DRIVE AREAS and the enforcement right set forth in Section 6.06 shall be performed on or for the benefit of a BUILDING SITE without the approval of the OWNER of that BUILDING SITE.

6.06 Enforcement of ASSOCIATION RULES re EXTERIOR PORTION OF BUILDING: The ASSOCIATION may, at the OWNER's expense:

(a) Require the repair, completion or maintenance of any BUILDING or any improvement to any BUILDING SITE to bring it to a good and sightly condition and no less of a condition than that approved by the ASSOCIATION pursuant to Section 2.02;

(b) Require the alteration or removal of any BUILDING or any improvement to any BUILDING SITE (or any part thereof) which was not approved by the ASSOCIATION pursuant to Section 2.02;

(c) Require the removal of landscaping, ground cover or paving which are in violation of the ASSOCIATION RULES;

(d) Do all things an OWNER may fail to do as required by paragraphs 5.02 and 5.03.

6.07 Means of Enforcement: The enforcement measures described in Section 6.06 shall be initiated by written notice from the ASSOCIATION to the OWNER of the condition which requires repair, completion, maintenance, removal or alteration. The OWNER shall have the right of hearing pursuant to Article IX. If the OWNER fails to commence and diligently pursue required corrective measures as noticed and finally ordered, the ASSOCIATION may enter upon the BUILDING SITE and perform or otherwise cause to have accomplished the corrective measures and the cost thereof shall be assessed against the OWNER as a special assessment.

6.08 Personal Liability: No member of the COUNCIL, the ASSOCIATION, any committee of the ASSOCIATION, or any officer of the ASSOCIATION, shall be personally liable to any OWNER, or to any other party, including the ASSOCIATION, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the ASSOCIATION, the COUNCIL or any other representative or employee of the ASSOCIATION, or any

committee or officer of the ASSOCIATION, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

6.09 Rules and Regulations: The ASSOCIATION shall adopt such ASSOCIATION RULES pertaining to such rights and duties as are consistent with its general powers, and which are not inconsistent with this DECLARATION.

ASSOCIATION RULES shall be maintained in the records of the ASSOCIATION and copies shall be available through the Secretary of the ASSOCIATION.

The lack of receipt of the ASSOCIATION RULES by an OWNER or USER shall not be deemed an excuse of any violation of the ASSOCIATION RULES. Each OWNER and USER is conclusively presumed to have knowledge of the ASSOCIATION RULES.

6.10 Right of Entry: The ASSOCIATION is hereby granted a right of entry onto each BUILDING SITE and all COMMON DRIVE AREAS for the purposes of performing its duty or right of paving, maintenance or repair. Such entry shall be made with as little inconvenience to the OWNER affected as is practicable and any damage caused thereby will be repaired at the expense of the ASSOCIATION.

6.11 Voting Rights - Suspension: The ASSOCIATION, by action of the COUNCIL, may suspend any OWNER'S voting rights during any period or periods in which the OWNER fails to comply with the ASSOCIATION RULES or with any obligations of such OWNER

under this DECLARATION. The ASSOCIATION may also take legal action against any OWNER to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

6.12 Implied Rights: The ASSOCIATION, and the COUNCIL, shall have and may exercise any right or privilege expressly granted to it by this DECLARATION, the ARTICLES or the BYLAWS, or reasonably to be implied from the provisions of such documents, and such rights and privileges given or implied by law, or reasonably necessary or desirable to fulfill the duties, obligations, rights or privileges as set forth herein and in the ARTICLES and BYLAWS.

#### ARTICLE VII

##### Insurance

7.01 Mandatory Insurance: Commencing no later than the date the first conveyance of a BUILDING SITE is made by DECLARANT or DEVELOPER, as seller, the ASSOCIATION shall obtain and keep in force comprehensive general liability insurance, including medical payments insurance, in an amount determined by the COUNCIL, but not less than One Million Dollars (\$1,000,000.00). Such insurance shall cover all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, occupancy, ownership, condition, maintenance or repair of the COMMON DRIVE AREAS and any portion of a BUILDING SITE on which the ASSOCIATION has an easement right or right or obligation of landscaping, paving, maintenance or repair.

7.02 Mandatory Insurance By OWNER: The OWNER shall obtain and keep in force:

(a) Property insurance on the BUILDING insuring against loss or damage to the BUILDING, providing protection against all perils included within the classification of fire, extended coverage, vandalism and malicious mischief in an amount equal to the full replacement value of the BUILDING, exclusive of land.

(b) Comprehensive general liability insurance in an amount determined by the COUNCIL, but not less than One Million Dollars (\$1,000,000.00). Such insurance shall cover all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, occupancy, ownership, condition, maintenance or repair of the BUILDING and BUILDING SITE.

(c) In the event that an OWNER fails to obtain and keep in force mandatory insurance, the ASSOCIATION shall have the right at its sole option and without a duty on behalf of the ASSOCIATION to do so, to purchase and obtain such insurance for and on behalf of the OWNER. The expense incurred by the ASSOCIATION in obtaining and purchasing such insurance shall be a special assessment only against the OWNER, and no other, and shall be paid by the OWNER.

(d) Each OWNER shall provide to the ASSOCIATION, upon request by the ASSOCIATION, proof of mandatory insurance in such

form as is reasonably satisfactory to the ASSOCIATION.

7.03 Permissive Insurance: The ASSOCIATION shall have the authority, the right and the duty to obtain and maintain such additional insurance coverage which the COUNCIL deems necessary to protect the ASSOCIATION, including but not limited to workmen's compensation and employer's liability insurance, liability insurance covering the ASSOCIATION and its employees and agents, and insurance indemnifying officers, directors, employees and agents of the ASSOCIATION.

7.04 Required Insurance Provisions: The policies of insurance purchased by the ASSOCIATION shall provide as appropriate to the policy:

(a) The ASSOCIATION and each OWNER are named insureds under the policy.

(b) No act or omission by any OWNER, unless acting within the scope of his authority on behalf of the ASSOCIATION, will void the policy or be a condition to recovery on the policy.

(c) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of any OWNER because of the negligent acts of the ASSOCIATION or other OWNERS.

(d) Coverage may not be cancelled or reduced until thirty (30) days after notice has been delivered to the ASSOCIATION and mailed to each additional named insured.

7.05 Certificate of Insurance: An insurer that has issued an insurance policy to the ASSOCIATION under this Article shall issue certificates or a memorandum of insurance to the

ASSOCIATION or any OWNER on request.

7.06 Payment of Insurance Premiums: Premiums for all policies of insurance obtained by the ASSOCIATION pursuant to this Article and not otherwise made a special assessment against an OWNER shall be an obligation of and paid by the ASSOCIATION.

7.07 Payment of Insurance Proceeds: The ASSOCIATION is irrevocably appointed the attorney-in-fact for each OWNER to adjust all losses and to collect and disburse proceeds from insurance purchased by the ASSOCIATION.

7.08 Disposition of Insurance Proceeds: The payment of all proceeds from insurance purchased by the ASSOCIATION shall be paid to the ASSOCIATION.

7.09 Insurance Obtained By OWNERS: It shall be the option of the OWNER to obtain additional insurance for OWNER'S own benefit and at OWNER'S expense for any loss or liability not covered by or in excess of the limits of policies of insurance purchased by the ASSOCIATION under this Article.

#### ARTICLE VIII

##### Assessments and Common Expenses

8.01 Duty of Membership: DECLARANT, for each BUILDING SITE owned by it, and for and as the OWNER of the PROPERTY and every part thereof, hereby covenants, and each OWNER of a BUILDING SITE by the acceptance of a deed or other instrument of conveyance therefor, whether or not it be so

expressed in such instrument, covenants and agrees with each other and with the ASSOCIATION to be a member of the ASSOCIATION and to pay to the ASSOCIATION assessments made by the ASSOCIATION for the purposes provided in this DECLARATION, the ARTICLES and in the BYLAWS, as therein provided.

8.02 Determination of Budget and General

Assessments: The total amount required to be raised by regular assessments shall be determined for each fiscal year of the operation of the PROPERTY by the COUNCIL. To determine the total amount required, the COUNCIL shall prepare a budget for such fiscal year showing, in reasonable detail, the various matters proposed to be covered by the budget, the estimated costs and expenses which will be payable, the amounts necessary to reserve or impound during the budget fiscal year for taxes, costs and expenses anticipated in future fiscal years, the estimated income and other funds which will be received as well as any estimated surplus from prior fiscal years, and the estimated total amount required to be raised by regular assessments to cover costs and expenses and to provide a reasonable reserve for contingencies.

The total amount required to be raised by regular assessments for any fiscal year shall include the amount necessary to cover the costs and expenses of fulfilling the obligations of the ASSOCIATION made in connection with or contemplated under any previously approved budget. If the total amount required to be raised by regular assessments proves inadequate for any reason, including nonpayment by any OWNER of

his share thereof, the ASSOCIATION may levy a supplemental assessment which shall be assessed to the OWNERS. Except as emergencies may require, the ASSOCIATION shall make no commitment for expenditures in excess of the funds reasonably expected to be available from regular assessments.

8.03 Rate and Commencement of Assessment: The total amount required to be raised by regular and supplemental assessments shall be apportioned among the OWNERS of the BUILDING SITES by multiplying the total amount required by a fraction, the numerator of which represents the square footage of the BUILDING SITE to be purchased and the denominator of which represents the total square footage of the real property within the PROPERTY.

8.04 Special Assessments: In addition to regular and supplemental assessments, the ASSOCIATION shall have the right to charge and impose special assessments against an OWNER. Special assessments are assessments levied by the ASSOCIATION against an OWNER for expenses incurred by the ASSOCIATION and for which special assessments against the OWNER are specifically authorized by this DECLARATION.

8.05 Notice of Assessments and Time for Payment:  
The ASSOCIATION shall give written notice to each OWNER as to the amount of the regular assessments with respect to each BUILDING SITE subject to assessment prior to the date of the annual meeting and such assessment, unless otherwise provided for by the ASSOCIATION, shall be payable in monthly installments on the first day of each month thereafter. The ASSOCIATION shall give

written notice to each OWNER as to the amount of any supplemental or special assessment on the OWNER'S BUILDING SITE as soon as is practicable after the ASSOCIATION has levied such assessment.

The amount of any such assessment shall be payable in any reasonable manner as determined by the ASSOCIATION, at one time, or at regular intervals, but not less than thirty (30) days after written notice with respect thereto has been given to each OWNER.

8.06 No Waiver: The failure by the ASSOCIATION prior to commencement of any fiscal year to determine the budget therefor and the amount required to be raised by regular assessments, shall not be deemed a waiver or modification in any respect of the provisions of this DECLARATION or a release of any OWNER from its obligation to pay the regular assessment or any installment thereof for that or the subsequent year, rather, the regular assessment and the monthly installments thereof fixed for the current fiscal year shall continue until such budget is determined and assessment fixed.

8.07 Records and Accounting: All funds collected hereunder shall be expended for the purposes designated in this DECLARATION, ARTICLES, or the BYLAWS. The ASSOCIATION shall keep detailed and accurate books and records of the receipts and expenditures of the ASSOCIATION and shall specify and itemize the maintenance and repair expenses thereof and any other expenses incurred. Such records and books shall be available for examination by any OWNER or his duly authorized representative at convenient hours on weekdays. The ASSOCIATION may maintain such separate accounts as it deems proper.

8.08 Personal Obligations of OWNER: The amount of each assessment (including monthly installments of the regular assessments) shall be a separate, distinct and personal debt and obligation of the OWNER against whom the same has been assessed at the time such assessment is made and shall be collectible as such with interest at a rate established by the ASSOCIATION. The ASSOCIATION shall have the right to impose a reasonable late charge for nonpayment of any payment of any assessment or installment thereof within fifteen (15) days of the date any such payment became due. Suit to recover a money judgment for such personal obligation shall be maintainable by the ASSOCIATION without foreclosing or waiving the lien securing the same. No OWNER may exempt itself, avoid, or diminish any personal obligation or liability for payment of any assessment by abandonment of his BUILDING SITE or otherwise. The purchaser of a BUILDING SITE shall be jointly and severally liable, except as otherwise provided herein, with the seller for all assessments which are unpaid at the time of sale, without prejudice, however, to the right of purchaser to recover from seller amounts paid by purchaser to secure or defray the amount of the unpaid assessments.

8.09 Lien for Assessment: The amount of any assessment, whether regular, supplemental or special, assessed to the OWNER, together with late charges thereon, interest at the rate established by the ASSOCIATION, and costs, including

reasonable attorneys' fees, shall become a lien upon such BUILDING SITE. To evidence any such lien, the ASSOCIATION may prepare and cause to be recorded in the Office of the County Recorder of Yavapai County, Arizona, a written notice of lien setting forth the amount of the assessment, the due date thereof, the amount remaining unpaid, the name of the OWNER and a description of his BUILDING SITE. The cost of such recording shall be borne by the OWNER. No such notice of lien shall be so recorded until a delinquency occurs in payment of the assessment or installments due. Sums unpaid on such lien shall include all unpaid obligatory advances made pursuant thereto as well as all other amounts advanced thereon and secured by the lien thereof in accordance with the terms of such instrument.

8.10 Release of Lien: Upon payment or other satisfaction of a delinquent assessment for which a notice of lien has been recorded in the Official Records of the County Recorder of Yavapai County, Arizona, the ASSOCIATION shall cause to be recorded in the same manner a further notice setting forth the satisfaction and release of such lien. The OWNER shall be required to pay the costs and expenses of such recording.

8.11 Foreclosure of Lien: The ASSOCIATION may foreclose the assessment lien against a BUILDING SITE in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages and may recover a deficiency judgment against persons obligated for the assessment if the judicial sale of the BUILDING SITE does not satisfy the judgment.

In any foreclosure, the OWNER shall be required to pay the costs and expenses of such proceeding, any assessments or installments thereof becoming due during the pendency thereof, and costs, including reasonable attorneys' fees. The ASSOCIATION acting on its own behalf shall have the power to bid in and purchase the BUILDING SITE at foreclosure sale and to hold, lease, mortgage, convey and thereafter otherwise deal with the BUILDING SITE as the OWNER thereof, subject to the right of redemption as provided by law.

8.12 Estoppel Certificate: Upon payment of a reasonable fee and upon written request of any OWNER, MORTGAGEE, or any person intending to acquire any right, title or interest in a BUILDING SITE, the ASSOCIATION shall furnish a written statement setting forth the amount of the unpaid assessment on the BUILDING SITE, the amount of the current regular assessment, the date that such assessment becomes or became due, any to which installments have been paid thereon, and credit for advance payments. Such statement shall be conclusive upon the ASSOCIATION in favor of persons who rely thereon in good faith.

Unless such request for a statement of account shall be complied with within twenty (20) days from the receipt thereof by the ASSOCIATION, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of a MORTGAGEE which acquired its interest subsequent to requesting such statement. Where a prospective purchaser of a BUILDING SITE makes such request, both the lien for such unpaid

assessments and the personal obligation of such person, as a purchaser, shall be automatically released with respect thereto, if the statement is not furnished within such twenty (20) day period and thereafter an additional written request is made therefor by such person and is not complied with within ten (10) days from the receipt thereof by the ASSOCIATION.

#### ARTICLE IX

##### Right of Hearing

Should the ASSOCIATION reject or disapprove the plans and specifications as submitted in accordance with Section 2.02 or give written notice to an OWNER of required corrective measures pursuant to Section 6.06, the OWNER, within fifteen days from the date of written notice, may request in writing a hearing before the COUNCIL. The COUNCIL, upon receipt of such written request, shall fix the date, time and place of the hearing and shall notify the OWNER in writing of the date, time and place of the hearing at least seven days prior to the hearing date. The date of the hearing shall be fixed no later than thirty days after receipt of the written request for hearing. At the hearing, the OWNER shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of the plans and specifications or the required corrective measures. Upon conclusion of the hearing the COUNCIL shall then determine, by majority vote, whether the prior act shall be affirmed or reversed. Notice in writing of the COUNCIL's decision shall be mailed to the OWNER within seven days

from the date of the hearing. The decision of the COUNCIL shall be final.

#### ARTICLE X

##### Miscellaneous Provisions

10.01 Amendments: Except as otherwise provided herein, the provisions of this DECLARATION may be amended by an instrument in writing signed and acknowledged by two-thirds of the voting membership defined by Section 6.03, such amendment shall be effective upon the recordation thereof in the Official Records of the County Recorder of Yavapai County, Arizona, provided, however:

(a) Any amendment which changes or alters the basis for sharing of the common expenses or changes the apportionment of assessments that may be levied by the ASSOCIATION or alters the respective voting power of the OWNERS or otherwise alters the basis upon which the OWNERS are entitled to vote shall require the unanimous consent of the voting membership.

(b) Any amendment which diminishes or defeats the rights or interests of any MORTGAGEE shall require the consent of such affected MORTGAGEE.

10.02 Compliance with Provisions of DECLARATION and BYLAWS: Each OWNER shall comply with the provisions of this DECLARATION, the ARTICLES and BYLAWS, and any ASSOCIATION RULES, as the same may be amended from time to time. Failure to so comply shall be grounds for an action to recover sums due and for

damages or injunctive relief, or both, maintainable by the DECLARANT or the ASSOCIATION on behalf of the OWNERS or, in a proper case, by an aggrieved OWNER. Each OWNER shall be responsible for the compliance by USERS, and the respective servants and employees of each of them with respect thereto, and his failure to so ensure compliance by such persons shall be grounds for the same action available to the ASSOCIATION by reason of such OWNER'S own noncompliance. Should court proceedings be instituted in connection with any such right of enforcement, the prevailing party therein shall be entitled to recover its or his costs and expenses in connection therewith, including reasonable attorneys' fees.

10.03 Notice: Any notice to be given to an OWNER may be delivered in person or may be deposited in the United States Mail in the State of Arizona, with postage prepaid and addressed to the OWNER. Each OWNER shall register the address to which he desires any such notice to be addressed or, in the absence of registering such an address, any such notice may be addressed and shall be deemed given to OWNER for the purposes of service thereof, to the street number of the BUILDING SITE. Such address may be changed from time to time by notice in writing to the ASSOCIATION. Service of any such written notice shall be deemed complete at the time of such personal delivery or within five (5) days after the mailing thereof. All notices or demands to be served on MORTGAGEES shall be served upon them by depositing in the United States Mail of such notice, with postage

prepaid, and addressed to such address as any such MORTGAGEE may have furnished to the ASSOCIATION by written notice. In the absence of furnishing any such address by a MORTGAGEE, such MORTGAGEE shall not be entitled to receive any notice as provided for in this DECLARATION. Any such notice to be furnished to a MORTGAGEE shall be deemed served upon it within five (5) days after mailing as herein provided.

10.04 Continuation of OWNER'S Obligations: All obligations of an OWNER under this DECLARATION shall continue, notwithstanding that a USER may occupy his BUILDING SITE pursuant to lease or otherwise. Except as otherwise stated herein, no OWNER shall, however, be responsible for the expenses or other obligations accruing from and after the date upon which he has sold his BUILDING SITE or conveyed it to another, as determined by the date of close of escrow or, if no escrow is used, the date legal right has transferred.

10.05 Number and Gender: Whenever a singular number is used in this DECLARATION and required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporations, firms, partnerships or other forms of association or entity. Whenever the plural number is used herein and required by the context, the same shall include the singular number.

10.06 Captions: Section titles or captions contained in this DECLARATION are inserted only as a matter of

convenience and for reference and in no way define, limit, extend or describe the scope of this DECLARATION or the intent of any provisions hereof.

10.07 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof, section or portion thereof, sentence, clause, phrase or any portion thereof, shall not affect the validity or enforceability of any other provision, section, sentence, clause or phrase herein.

10.08 Law Controlling: The provisions of this DECLARATION shall be in addition and supplemental to all other provisions of law, and shall be construed and controlled by and under the laws of the State of Arizona. Venue for any action to enforce rights or obligations arising from this DECLARATION shall be in Yavapai County.

10.09 Effect of Provisions of DECLARATION: Each provision of this DECLARATION, and any agreement, promise, covenant and undertaking to comply with each provision of this DECLARATION, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provisions of this DECLARATION, shall:

(a) Be deemed incorporated in each deed or other instrument by which any right, title or interest to the PROPERTY or in any BUILDING SITE is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(b) By virtue of acceptance of any right, title or interest in the PROPERTY or in any BUILDING SITE by an OWNER, be deemed accepted, ratified, adopted and declared as a personal covenant of such OWNER, and, as a personal covenant, shall be binding on such OWNER and such OWNER'S heirs, personal representatives, successors and assigns, and shall be deemed a personal covenant to, with and for the benefit of the ASSOCIATION;

(c) Be deemed a real covenant by DECLARANT, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the PROPERTY and each BUILDING SITE and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the PROPERTY and each BUILDING SITE;

(d) Be deemed a covenant, obligation and restriction secured by a lien in favor of the ASSOCIATION, burdening and encumbering the title to a BUILDING SITE in favor of the ASSOCIATION to secure the performance of the obligation of an OWNER as provided in this DECLARATION.

10.10 Protection of MORTGAGEE: Except as otherwise provided in this DECLARATION, no violation or breach of, nor failure to comply with, any provisions of this DECLARATION by an OWNER and no action against him to enforce any such provisions shall affect, defeat, render invalid or impair the lien of any MORTGAGEE taken in good faith, for value and perfected by

recording in the Official Records of the County Recorder of Yavapai County, Arizona, prior to the time of the recording in the Official Records of the County Recorder of an instrument describing the BUILDING SITE, listing the name or names of the OWNER or OWNERS in fee simple title thereof, and giving notice of such violation, breach, failure to comply, or action of enforcement affect, defeat, render invalid or impair the title or interest of the holder of any such MORTGAGE or result in any liability, personal or otherwise, as to such MORTGAGEE.

Any purchaser of a BUILDING SITE on foreclosure sale shall take subject to this DECLARATION; provided, however, that violations or breaches of, or failures to comply with, any provisions of this DECLARATION which occur prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, its heirs, personal representatives, successors or assigns.

10.11 Binding on Successors: This DECLARATION shall be binding upon and inure to the benefit of the ASSOCIATION, the COUNCIL, each OWNER, the USER of an OWNER, as well as the heirs, personal representatives, successors in interest and assigns of each of them. Benefits conferred upon an OWNER hereunder and burdens assumed by OWNER shall be binding upon and shall inure to the benefit of a USER unless the right conferred or the obligation representing such burden would appear in the context in which conferred or imposed to be personal to an OWNER.

10.12 No Waiver: The failure of the ASSOCIATION or COUNCIL to insist, in any one or more instances, upon the strict performance of any of the covenants, conditions, restrictions or provisions of this DECLARATION, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of any such covenant, condition, restriction or provisions shall remain in full force and effect.

10.13 Interpretation: The provisions of this DECLARATION shall be liberally construed to effectuate its purpose in creating a uniform plan for the development and operation of the PROPERTY.

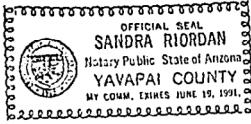
10.14 Effective Date: This DECLARATION shall take effect as of the date upon which it has been signed and acknowledged by an authorized representative of DECLARANT. This DECLARATION shall be recorded in the Official Records of the County Recorder of Yavapai County, Arizona, or where appropriate, in the Official Records of other governmental entities or agencies.

IN WITNESS WHEREOF, this DECLARATION is signed this  
17th day of February, 1988.  
AMERICA WEST HOLDINGS, INC., an Arizona Corporation  
BY: D. Head  
DONALD R. HEAD, President

By \_\_\_\_\_

STATE OF ARIZONA      )  
COUNTY OF YAVAPAI    ) ss.

The foregoing instrument was acknowledged before me  
this 17th day of February, 1988, by  
DONALD R. HEAD, President of America West  
Holdings, Inc., an Arizona corporation.



Sandra Riordan  
Notary Public

My Commission Expires:

2031 PAGE 928

EXHIBIT "A"

PROPERTY DESCRIPTION

All that portion of Lots 381 and 382 of the Idylwild Tract (recorded in Book 2 of Maps, Page 14, Records of Yavapai County) located in the Southwest quarter of Section 32, Township 14 North, Range 2 West, and that portion of the Northwest Quarter of Section 5, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 5; Thence, South  $88^{\circ}54'31''$  West, along the North line of said Section 5 (basis of bearings as measured) 1189.80 feet to a point on the Easterly Right of Way line of Thumb Butte Road being the TRUE POINT OF BEGINNING;

Thence, Northeasterly along said Right of Way on a curve concave to the right with a radius of 547.95 feet, a central angle of  $05^{\circ}31'53''$ , a length of 52.90 feet and a long chord bearing North  $33^{\circ}00'05''$  East;

Thence, North  $35^{\circ}46'$  East along said Right of Way, 7.49 feet;

Thence, Northeasterly along a curve concave to the right with a radius of 37.50 feet, a central angle of  $79^{\circ}21'$  and a length of 51.93 feet to a point on the Southerly Right of Way of Plaza Drive;

Thence, South  $64^{\circ}53'$  East along said Right of Way, 32.30 feet;

Thence, Southeasterly along said Right of Way on a curve concave to the left with a radius of 465.74 feet, a central angle of  $26^{\circ}06'09''$  and a length of 212.18 feet;

Thence, North  $89^{\circ}00'51''$  East along said Right of Way, 148.65 feet;

Thence, Southeasterly along said Right of Way on a curve concave to the right with a radius of 161.60 feet, a central angle of  $30^{\circ}00'48''$  and a length of 84.65;

Thence, Southeasterly along said Right of Way on a curve concave to the left with a radius of 211.60 feet, a central angle of  $25^{\circ}09'19''$  and a length of 92.90 feet;

Thence, South  $47^{\circ}47'$  West, 222.16 feet;

Thence, South  $64^{\circ}04'$  West, 301.52 feet;

Thence, South  $20^{\circ}16'$  West, 236.45 feet;

Thence, South  $57^{\circ}37'26''$  West, 2.19 feet to a point on the Northerly Right of Way of County Club Circle;

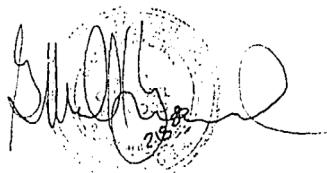
Thence, North  $27^{\circ}11'50''$  West along said Right of Way, 49.51 feet;

Thence, Northwesterly along said right of Way on a curve concave to the left with a radius of 325.00 feet a central angle of  $38^{\circ}58'10''$  and a length of 221.05 feet;

Page 1  
Overall  
87-183  
2-18-88

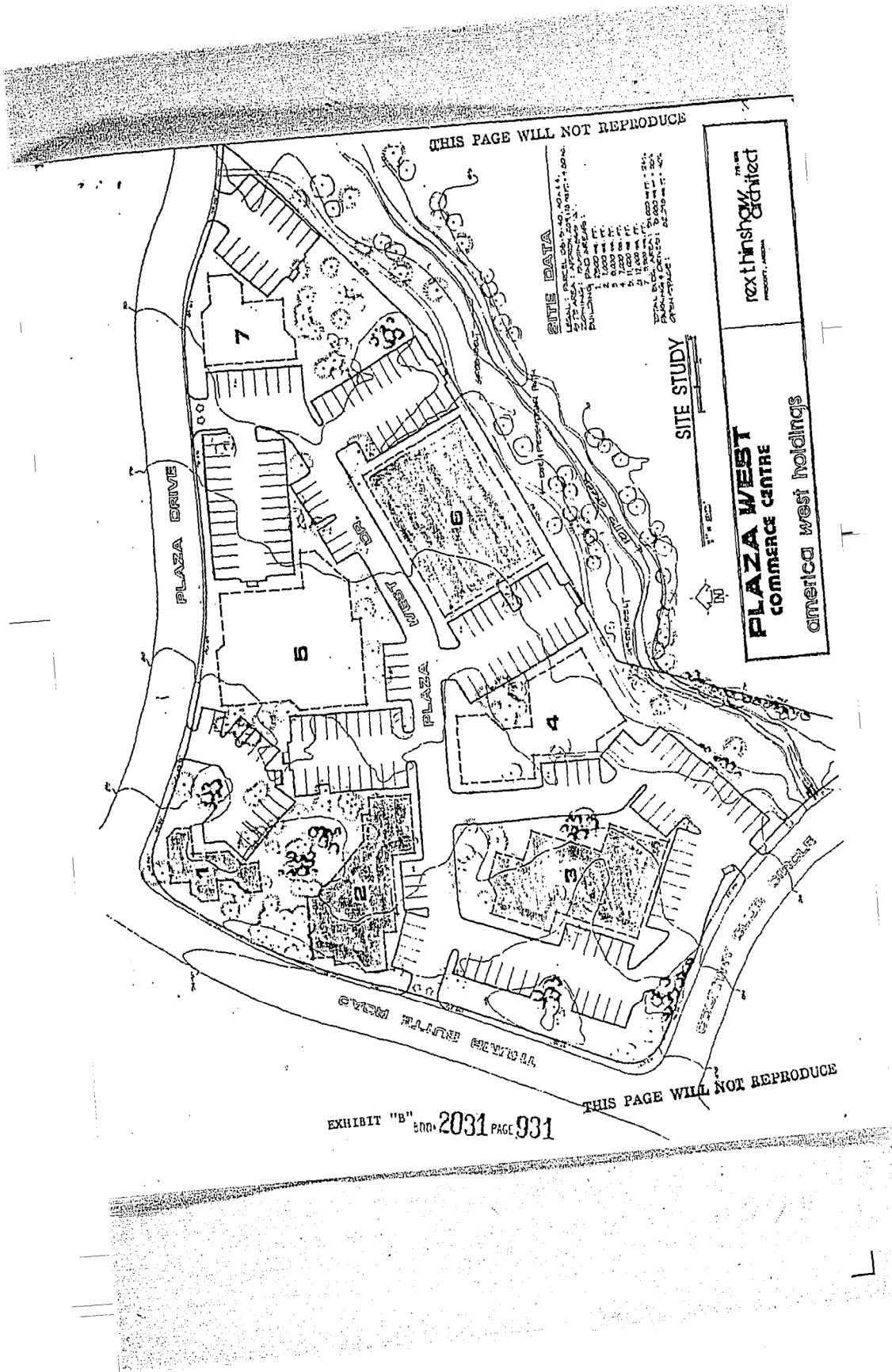
500-2031 PAGE 929

Thence, North  $66^{\circ}10'$  West along said Right of Way, 46.24 feet;  
Thence, Northwesterly along a curve concave to the right with a radius of 30.00 feet, a central angle of  $90^{\circ}00'$  and a length of 47.12 feet to a point on the Easterly Right of Way of Thumb Butte Road;  
Thence, North  $23^{\circ}50'$  East along said Right of Way, 97.76 feet;  
Thence, Northeasterly along said Right of Way on a curve concave to the left with a radius of 1170.97 feet, a central angle of  $05^{\circ}06'$  and a length of 104.23 feet;  
Thence, North  $18^{\circ}44'$  East along said Right of Way, 6.00 feet;  
Thence, Northeasterly along said Right of Way on a curve concave to the right with a radius of 547.95 feet; a central angle of  $11^{\circ}30'07"$  and a length of 110.00 feet to the TRUE POINT OF BEGINNING;  
Containing 4.8009 acres, more or less.

A handwritten signature in black ink, appearing to read "S. H. H. 28".

Page 2  
Overall  
87-183  
2-18-88

800-2031 PAGE 930



THIS PAGE WILL NOT REPRODUCE

EXHIBIT C

Plaza West Commerce Centre  
Signage Specification

Building identification and address signage:

Materials - cast aluminum letters.  
Finishes - aluminum, bronze, gold.  
Size - 12" maximum letters.  
Lighting - indirect, incandescent.  
Locations - surface mount, building walls,  
below roof eave, or surface  
mount, masonry pedestal  
wall, 36" high maximum, in  
landscaped area.

Building directory signage:

Locations - Surface mount adjacent to, or on entrance doors not  
directly facing Plaza West Drive

These specifications do not include Plaza West Commerce Centre  
Project signage.

500-2031 PAGE 932