

The
Bylaws

BYLAWS

OF

WOODMAR IV

ARTICLE I

Members

Section 1. Eligibility. The members of WOODMAR IV ASSOCIATION, INC., an Arizona non-profit corporation (called "Association") shall consist of the respective Owners (as defined in the Declaration of Horizontal Property Regime of record pertaining to WOODMAR IV) of Apartments situated on the property known as WOODMAR IV and located at Phoenix, Arizona (called "Property"), in accordance with the respective percentages of ownership interest in the General Common Elements of the Property, owned by the respective Owners (these and other terms are being used in these Bylaws as they are defined in the Declaration of Horizontal Property Regime and in the Declaration of Covenants, Conditions and Restrictions for WOODMAR IV (called "Declarations")) which Declarations are recorded in the office of the County Recorder of Maricopa County, Arizona. The words "Member" or "Members" as used in these Bylaws means and shall refer to "Owner" or "Owners", as the case may be, as defined in the Declarations.

Section 2. Succession. The membership of each Member shall terminate when he ceases to be an Owner; and upon the sale, transfer or other disposition of his ownership interests in the Property, his membership in the Association shall automatically be transferred to the new Owner succeeding

X

to such ownership interest including, but with the
generality of the foregoing, those acquiring
of a sheriff's deed issued as a result of a
or a transfer of title as the result of the
or other valid enforcement of a deed of trust
by means of a deed in lieu of the foreclosure
mortgage or deed of trust, or a transfer of
by the recording of an agreement of sale, pro
where applicable, the requirements and conditions
Declaration shall have been met and fulfilled.

Section 3. Meetings. Meetings of Members shall
be held at such place in Maricopa County, Arizona as may
be specified in the notice of the meeting. The first annual
meeting of the Members shall be held at such time as the
initial Board of Directors shall designate. Thereafter,
annual meetings of the Members shall be held on the _____
day of _____ in each year beginning at _____
o'clock .m., Phoenix, Arizona, time. Special meetings
of the Members may be called by the President or by a majority
of the directors or by Members having at least two-fifths
(2/5) of the votes entitled to be cast at such meeting. The
notice of any special meeting shall state the time and place
of such meeting and the purpose thereof. No business shall be
transacted at a special meeting, except as stated in the notice,
unless by consent of two-thirds (2/3) of the Members present,
either in person or by proxy.

Section 4. Notices. It shall be the duty of the
Secretary to deliver or mail a notice of each annual or special

meeting of the Members, stating the purpose thereof as well as the time and place where it is to be held, to each Member at his address as it appears on the records of this corporation, or if no such address appears, at his last known place of address, at least ten (10) days prior to such meeting.

Section 5. Voting. The aggregate number of votes for all Members shall be ONE HUNDRED FIFTY-TWO (152) which shall be divided among the respective Members in accordance with their respective percentages of ownership interest in the Common Elements; provided, however, that in the election of directors each Member shall be entitled to cumulate his votes in accordance with Section 10 of Article XIV of the Constitution of the State of Arizona. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner. Developer may exercise the voting rights with respect to Apartments, whether or not then constructed, while owned by it. Voting may be in person or by proxy and proxies may be given for more than one meeting.

Section 6. Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

Section 7. Adjournments. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to

a time not less than forty-eight (48) hours from the time the original meeting was called: the meeting may be further adjourned on the same basis.

Section 8. Membership Certificates. Membership certificates in such form as shall be approved by the Board of Directors, may be issued to the Members. Only the certificate shall be issued with respect to each Apartment. They shall be executed by the President or Vice President and countersigned by the Secretary or any Assistant Secretary of this corporation. At such time as a person no longer qualified as a Member, his membership certificate shall be cancelled on the records of this corporation and his certificate of membership surrendered to this corporation. Surrender of the certificate of membership shall not be necessary to effect a cancellation thereof. Certificate of memberships shall not be transferable nor shall they be hypothecated or encumbered in any way.

ARTICLE ..

Board of Directors

Section 1. Number. The Board of Directors of the Association (called the "Board") shall consist of three (3) persons. The first Board named in the Articles of Incorporation of the Association, together with any replacements or additions thereto, shall hold office until the first annual meeting of Members. Except for the first Board, each person on the Board shall hold office for the term of one (1) year and until his successor shall be elected and qualified. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board.

Section 2. Qualification. Each Director elected

at or subsequent to the first annual meeting of members shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, an officer, director or employer thereof, or if a partnership, a partner thereof, or if a trust, the beneficiary thereof), except for Directors nominated or designated by Developer. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members of the Board.

Section 4. Annual Meetings. The first meeting of a newly elected Board shall be held immediately following the annual meeting of Members, if practicable, and in any event within ten (10) days of election, at such place as shall be fixed at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such place and times as shall be determined from time to time by a majority of the Directors but at least one meeting shall be held during each fiscal quarter. Notice of regular meetings of the Board shall be given to each Director personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 6. Special Meetings. Special meetings

of the Board may be called by the President on three (3) days' notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of any two Directors.

Section 7. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Removal. Any Director may be removed from office by the vote of two-thirds of the total ownership

of the General Common Elements.

Section 10. Compensation: Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Members. They may, however, be reimbursed for out-of-pocket expenses incurred in the performance of duties.

Section 11. Powers and Duties. The Board shall have the following powers and duties: (a) to elect and remove the officers of the Association as hereinafter provided; (b) to administer the affairs of the Association and the Property to the extent permitted by applicable law; (c) to engage the services of a manager or managing agent who shall manage and operate the Property and the General Common Elements for all of the Owners upon such terms and for such compensation and with such authority as the Board may approve; (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof; (e) to provide the operation, maintenance, repair and replacement of the General Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent; (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the General Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of a

managing agent); (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board; (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided; (i) to exercise all of the rights, powers and duties granted to it by the Declarations; (j) unless provided herein or in the Declarations, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted after the first annual meeting of the Members at any annual or special meeting of the Members.

Section 12. Non-Delegation. Nothing in this Article II or elsewhere in these Bylaws, shall be construed to grant to the Board or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

Section 13. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE III

Officers

Section 1. Designation. At each annual meeting, the Board shall elect the following officers of the Association: (a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members and who shall be the chief executive officer of the Association;

(b) a Vice President who shall in the absence or disability of the President perform the duties and exercise the powers of the President; (c) a Secretary who shall keep the minutes of all meetings of the Board and of the Members and who shall in general perform all the duties incident to the office of Secretary and who may be a representative of the managing agent; (d) a Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and (e) such additional officers as the Board may see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term. Except as provided in Section 4, each officer shall hold office for the term of one (1) year, unless he shall be sooner removed or resign, and until his successor shall have been elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board at regular or special meetings thereof. Any officer may be removed at any time by the Board at a regular or special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Members. They may, however, be reimbursed for out-of-pocket expenses incurred in the performance of duties.

Section 6. Bonding. The Board shall require that

all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 7. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of any of the General Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash

income collected from the Owners during the preceding year
shall be more or less than the expenditures for such preceding year
year the surplus or deficit as the case may be shall also
be taken into account.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Owner not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget each Owner shall pay as his respective monthly assessment for the common expenses one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Owner shall be in accordance with his respective ownership interest in the General Common Elements. The Board may cause to be sent to each Owner on or before the first day of each month a statement of the monthly assessment of such Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may otherwise be directed by the Board. No Owner shall

shall be relieved of his obligation to pay his assessments for any common expense by abandoning or not using his Apartment or the General Common Elements.

Section 3. Partial Year or Month. For all fiscal years prior to the first annual meeting of Members, the annual budget shall be as approved by the first Board. If such first year or any succeeding year shall be less than a full year, then the monthly assessments for each Owner shall be proportionate to the number of months and days in each such period covered by such budget. Commencing with the date of occupancy of his Apartment by each Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the General Common Elements and the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that during the course of any year it shall appear to the Board that the monthly assessments determined in accordance with the estimated annual budget for such year are insufficient or inadequate to cover the estimated common expenses for the

remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner and thereupon a supplemental assessment shall be made to each Owner for his proportionate share of such supplemental budget.

Section 6. Capital Expenditures. Except as otherwise specifically provided in the Declaration, the Board shall not approve any capital expenditure in excess of FIVE THOUSAND DOLLARS (\$5,000) unless required for emergency, repair, protection or operation of the General Common Elements, nor enter into any contracts for more than two (2) years without the prior approval of two-thirds (2/3) of the total ownership of the General Common Elements.

Section 7. Lien. It shall be the duty of every Owner to pay his proportionate share of the common expenses in the same ratio as his percentage of ownership in the General Common Elements as set forth in the Declaration and as assessed in the manner herein provided. If any Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Owner in the Property provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage or a prior recorded first trust deed on the interest of such Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the said mortgage owner or holder or the trustee or beneficiary under such deed of trust either takes possession of the Apartment, accepts the conveyance of any interest therein (other than as security), files

suit to foreclose its mortgage or records a notice of sale under the applicable deed of trust, or causes a receiver to be appointed with respect to the applicable Apartment. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declarations or these Bylaws or as are otherwise available at law or in equity for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the General Common Elements specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. All records and vouchers authorizing payments shall be available for examination by the Owners at convenient hours of week days. The Board shall, upon receipt of ten (10) days' notice to it or the Association and upon payment of a reasonable fee, furnish any Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanics lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the General Common Elements rather than against a particular Apartment ownership only. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including, but without limitation,

attorneys' fees incurred by reason of such lien.

ARTICLE V

Corporate Seal

The Board shall provide a suitable corporate seal containing the name of this corporation, which seal shall be in charge of the Secretary. If so directed by the Board, a duplicate seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer. The seal shall not be required for any purpose in connection with the corporate documents or acts, unless required by law.

ARTICLE VI

Fiscal Management

Section 1. Fiscal Year. The fiscal year of this corporation shall be the calendar year and begin on the first day of January and end on the last day of December of every year, except that the first (partial) fiscal year of this corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board should corporate practice subsequently dictate.

Section 2. Books of Account. Books of account of this corporation shall be kept under the direction of the Treasurer on a consistent basis in accordance with good accounting practices.

Section 3. Contracts. Unless otherwise provided by the Board, all contracts shall be executed on behalf of the corporation by either the President or Vice President and countersigned by any of the Secretary, Treasurer, Assistant

Secretary or Assistant Treasurer.

ARTICLE VII

Contractual Powers

No contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

A. the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

B. the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VIII

Amendments

These Bylaws may be amended or modified from time to time by the affirmative vote of a majority of the total ownership

of the General Common Elements. Amendments may be proposed by the Board or by petition signed by at least one-quarter (1/4) of the total ownership of the General Common Elements.

ARTICLE IX

Adoption by Owners

Section 1. Adoption. These Bylaws shall become effective upon their adoption by a majority of the Members constituting the Council of Co-Owners referred to and provided for in Section 33-561, Arizona Revised Statutes.

Section 2. Copies. A copy of these Bylaws and of all amendments hereto shall be reduced to writing and delivered or made available to every Owner.

EX 9799 198

O2-R MISC.
288657

WHEN RECORDED MAIL TO:
USLIFE TITLE/ARIZONA
2721 NORTH CENTRAL AVE
PHOENIX, ARIZONA, 85004
ATTN: C. J. DE BARR

DECLARATION OF HORIZONTAL
PROPERTY REGIME

USLIFE TITLE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under its Trust No. 410, hereinafter referred to as "Grantor", in order to establish a plan of condominium ownership, does hereby declare:

I

Subject Land

Grantor owns certain real property situate in Maricopa County, Arizona, more particularly described as follows:

The South 391.85 feet of the North 930.00 feet of the East 933.15 feet of the Northeast quarter of the Northeast quarter of Section Thirty-Three (33), Township Two (2) North, Range Two (2) East of the Gila and Salt River Base and Meridian, EXCEPT that portion thereof included in the alley and street shown on the Map of Dedication recorded in Book $\frac{152}{154}$ of Maps, page $\frac{42}{30}$.

II

General Description of Condominium Project

On said real property shall be developed a Condominium Project known as WOODMAR IV. Development is contemplated in three phases to include, without obligation or limitation, thirty-eight (38) Buildings of four (4) Apartments each, together with two (2) swimming pools and two (2) ramadas.

III

Definitions

In this Declaration, unless the context otherwise requires, the following words and terms shall have the following definitions:

1. "Apartment" means one or more rooms occupying all or part of a floor or floors in a Building, but not the entire Building. Each Building shall contain four separate Apartments which shall be designated Apartment 1 (or Apartment 1 A), Apartment 2, Apartment 3 and Apartment 4. The cubic content space of each Apartment located, or to be located, within each Building is described on the Condominium Plat. Each such Apartment shall consist of the space enclosed and bounded by horizontal planes at the floor and ceiling elevations shown on the Profile Elevation Schedule and by vertical planes at the exterior boundaries as shown on the typical floor plans of the respective Apartments on said Condominium Plat, together with the interior finished surfaces of the floors, ceilings and perimeter walls.

2. "Apartment Unit" shall mean:

- (a) an Apartment, together with
- (b) an appurtenant undivided percentage interest in the General Common Elements;
- (c) an appurtenant exclusive easement in certain Restricted General Common Elements; and
- (d) the appurtenant ownership of various items of equipment installed and intended for the sole use and enjoyment of the Owner or Owners of the Apartment, and no other, including without limitation any hot water heater, heating or refrigeration units installed within the General or Restricted General Common Elements for use by only one Apartment, all of which are hereby declared to be fixtures constituting part and parcel of the Apartment real property.

In each Building, the Apartment Units shall consist of the last mentioned equipment and the following:

Apartment Unit 1: Apartment 1 (or 1 A), an undivided 1/152 interest in the General Common Elements and an exclusive easement for the use and enjoyment of Restricted General Common Elements G-1, L-1 and P-1; and

Apartment Unit 2: Apartment 2, an undivided 1/152 interest in the General Common Elements and an exclusive easement for the use and enjoyment of Restricted General Common Elements G-2, L-2 and P-2; and

Apartment Unit 3: Apartment 3, an undivided 1/152 interest in the General Common Elements and an exclusive easement for the use and enjoyment of Restricted General Common Elements G-3, L-3 and P-3; and

Apartment Unit 4: Apartment 4, an undivided 1/152 interest in the General Common Elements and an exclusive easement for the use and enjoyment of Restricted General Common Elements G-4 and L-4.

The conveyance or encumbrance of an Apartment is and shall be deemed to be a conveyance or encumbrance of an Apartment Unit, irrespective of whether so specified in the conveyance or encumbrance.

3. "Association" shall mean Woodmar IV Association, Inc., an Arizona nonprofit corporation, formed or to be formed, whose membership will be comprised of and limited to all of the Owners of Apartment Units. The Association shall be the medium through which the Council of Co-Owners shall act and express itself.

4. "Building" shall mean a structure containing Apartments erected or to be erected upon the land described in Paragraph I hereinbefore. The Condominium Plat designates each Building by the numbers 1 through 38 inclusive and describes the cubic content space of each such Building with reference to its location on the land. The cubic content

space of each such Building shall consist of the space enclosed and bounded by horizontal planes at the floor elevation of Apartments 1 (or 1 A), 2 and 3 (and of the garage, which is the same) therein and the ceiling elevations of Apartment 1 (or 1 A), as to the exterior boundary of that Apartment, and of Apartments 2, 3 and 4, as to the exterior boundary of that combination of Apartments, shown on the Profile Elevation Schedule, and by vertical planes at the exterior boundaries of the combination of said Apartments as shown on the typical floor plans of the Buildings on said Condominium Plat.

5. "Condominium Plat" shall mean that certain plat of Woodmar IV, consisting of two pages, of record in the office of the County Recorder of Maricopa County, Arizona in Book 154 of Maps at page 30 thereof. Said Condominium Plat is incorporated and restated herein by this reference, and a copy thereof is attached hereto as a part hereof, for convenient reference.

6. "Council of Co-Owners" means all of the Owners.

7. "General Common Elements" shall mean:

(a) the land described in Paragraph 1;

(b) the Buildings (exclusive of the Apartments therein), including without limitation the foundations, roofs, exterior and bearing walls, floors, ceilings, patios, stairways, balconies, laundry and utility rooms, and covered parking or garage areas;

(c) the electricity, water, sewer, telephone and other public utility transmission or reception

pipes, wires, conduits, ducts and transmission or reception facilities located on, under, over or in the General Common Elements described in subparagraphs (a) and (b) or located within an Apartment otherwise than for the sole use and enjoyment of the Owner or Owners of such Apartment; and

(d) any and all improvements upon or to the General Common Elements described in subparagraphs (a) and (b), including without limitation any and all swimming pools, ramadas and other recreational facilities, any and all streets, drives, walkways and other means of ingress and egress, any and all parking areas, any and all sprinkling systems and landscaping, any and all compartments or installations of central services for public utilities and any and all other facilities, devices and premises designed for common use or enjoyment by more than the Owner or Owners of a single Apartment.

The General Common Elements may not be conveyed or encumbered, except by the Association, separately or apart from the Apartment to which they are appurtenant and any such conveyance or encumbrance is hereby declared to be null and void.

8. "Majority of Owners" shall mean the Owners of more than 50% of the undivided ownership of the General Common Elements. Any specified percentage of the Owners means that percentage of the undivided ownership of the General Common Elements, irrespective of the total number of Owners.

9. "Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of an Apartment, provided, however, (a) that the sellers under a valid, recorded Agreement of Sale then in force with respect to an Apartment, shall not be an Owner hereunder and ownership shall in such event be deemed to be in the buyers; and (b) that the Trustee under a Deed of Trust given pursuant to Arizona Revised Statutes, Title 33, Chapter 6.1, Sections 33-801 et seq., shall not be an Owner hereunder and ownership shall in such event be deemed to be in the Trustor unless and until divested as provided by said statute. Persons who hold such estate or interest solely as security for the performance of an obligation shall not be Owners.

10. "Person" shall mean any natural individual or any corporation, partnership, trustee or other legal entity capable of holding title to real property.

11. "Property" shall mean the Apartments, the land described in Paragraph I hereof, the Buildings, the other General Common Elements (including without limitation the Restricted General Common Elements) and all other improvements located thereon, and all easements, rights and appurtenances belonging thereto.

12. "Restricted General Common Elements" shall mean:

(a) those patios (designated on the Condominium Plat as P-1, P-2 and P-3),

(b) laundry and utility rooms (designated on the Condominium Plat as L-1, L-2, L-3 and L-4) and

(c) covered parking and storage areas
(designated on the Condominium Plat as G-1, G-2,
G-3 and G-4).

The Restricted General Common Elements are a part of the General Common Elements, but they are subject to an easement for the exclusive use and enjoyment of the Owners of the Apartment to which they are assigned, as an inseparable appurtenance to said Apartment. The Restricted General Common Elements may not be conveyed or encumbered, except by the Association, separately or apart from the Apartment to which they are appurtenant and any such conveyance or encumbrance is hereby declared to be null and void.

IV

Submission to Horizontal Property Regime

Grantor hereby submits the Property to the Horizontal Property Regime created and described hereby pursuant to the provisions of Arizona Revised Statutes Title 33, Chapter 4.1, Article I, Sections 33-551 et seq., and declares that the provisions hereof shall constitute covenants to run with the land and shall be binding on, and shall be for the benefit of, Grantor, its successors and assigns, and all subsequent Owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, whether direct or remote.

V

Declaration of Covenants, Conditions and Restrictions

Grantor is placing of record in conjunction herewith a Declaration of Covenants, Conditions and Restrictions

of WOODMAR IV and this Declaration of Horizontal Property Regime is to be construed in conjunction therewith as part and parcel thereof.

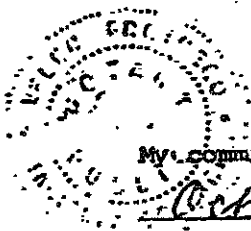
IN WITNESS WHEREOF, USLIFE TITLE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 410 has hereunto caused its corporate seal to be affixed and the name to be attested by the signature of its duly authorized officer this 26 day of OCTOBER, 1972.

USLIFE TITLE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 410

By Charles J. DeLarr
TRUST OFFICER

STATE OF ARIZONA)
) SS:
County of Maricopa)

The foregoing instrument was acknowledged before me this 26 day of October, 1972 by Charles J. DeLarr the Trust Officer of USLIFE TITLE COMPANY OF ARIZONA, an Arizona corporation, on behalf of the corporation, as Trustee.



My commission expires:
Oct 19 1975

Charles J. DeLarr
Notary Public

RATIFICATION AND APPROVAL

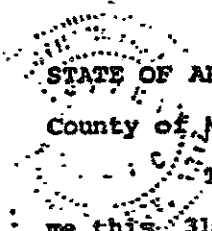
CONTINENTAL BANK, an Arizona corporation, as mortgagee of the subject property, hereby ratifies, approves and consents to the aforesaid Declaration of Horizontal Property Regime.

CONTINENTAL BANK,
an Arizona corporation

By Dale E. Tilley

Attest:

Doreen J. [Signature]



STATE OF ARIZONA)
County of Maricopa) ss:

The foregoing instrument was acknowledged before me this 31st day of October, 1972 by Dale E. Tilley and _____, the Vice President and _____, respectively, of CONTINENTAL BANK, an Arizona corporation, on behalf of the corporation.

Barth W. [Signature]
Notary Public

My commission expires:
February 22, 1973

NOTARY PUBLIC
STATE OF ARIZONA
NOV - 3 1972 - 8 00 AM
198-206
Dale E. Tilley
Vice President
CONTINENTAL BANK

[Signature]

1400