

Woodmar IV Association

Declaration

of

Covenants,

Conditions

and

Restrictions

Woodmar IV Association
d.b.a.

Thomas Square

Trade Name Registration



One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004-2391
Tel 602.229.5200
Fax 602.229.5690
www.quarles.com

*Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Boca Raton, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin*

November 30, 2007

Direct dial: 602.229.5536
fax: 602.420.5069
e-mail: cfitch@quarles.com

VIA U.S. MAIL

Paul and Susan Rubin
PRM Association Management
Post Office Box 2133
Sun City, Arizona 85372

Re: Woodmar IV Association, Inc., an Arizona nonprofit corporation (the "Company")

Dear Paul and Susan:

Enclosed under cover of this letter are the following documents relating to the Company:

1. The original Trade Name Certification for "THOMAS SQUARE" issued by the Arizona Secretary of State on September 27, 2007 together with a copy of the Application For Registration of Trade Name filed with the Arizona Secretary of State on September 27, 2007.

2. The original Certificate of Corporation Doing Business Under Fictitious Name Pursuant to the Provisions of A.R.S. Section 44-1236 for "THOMAS SQUARE" recorded in the Official Records of Maricopa County Recorder on October 1, 2007, bearing Recorder's Number 2007-1078655.

If you have any questions or comments regarding the enclosed, please call me at (602) 229-5536.

Sincerely yours,

Carol F. Fitch
Legal Assistant

Enclosures

STATE OF ARIZONA

Department of State



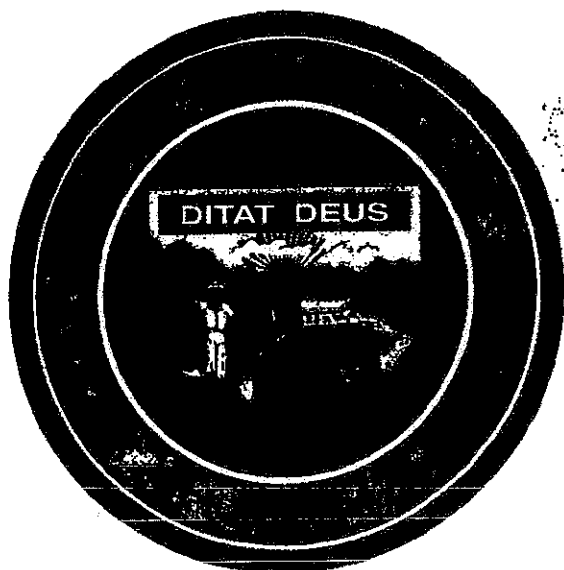
TRADE NAME CERTIFICATION

THOMAS SQUARE

I, Janice K. Brewer, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

WOODMAR IV ASSOCIATION, INC.
POST OFFICE BOX 2133
SUN CITY AZ 85372-

9/27/2007 Application



Registration Date: 09/27/2007

Expiration Date: 9/27/2012

Date First Used: 9/1/2007

Trade Name No.: 414615

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 27 day of September, 2007.

Janice K. Brewer

JANICE K. BREWER

Please mail registration to:
Jan Brewer
Secretary of State
Trade Name Division
1700 West Washington 7th Floor
Phoenix, Arizona 85007
602/542-6187
Filing Fee: \$10.00



Office Use
Approved by _____
SECRETARY OF STATE
2007 SEP 27 PM 2:45
FILED

APPLICATION FOR REGISTRATION OF TRADE NAME
(A.R.S. §44-1460)

The Registration of Trade Names and Trademarks is not legally required in Arizona, but is an accepted business practice. This is a registration for an Arizona Trade Name only in accordance with A.R.S. §44-1460. The registration of a trade name is a public record and does not constitute exclusive rights to the holder of the name. Names with a corporate ending (e.g., Inc., LLC or Ltd.) are not acceptable.

Please clearly print or type your application to avoid registration errors.

Name, title or designation to be registered: THOMAS SQUARE

Name of Applicant(s): WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation

Your certificate and renewal notices are dependent on accurate address information including suite numbers. Remember to update your registration if you move.

Business Address: Post Office Box 2133 Sun City AZ 85372
Street or Box Number City State Zip

Phone (Optional): 623-974-8585

Applicant must check one. Do not select "Corporation" or "LLC" if you are not currently incorporated, or your application will be returned to you.

- Individual
- Partnership
- Corporation
- Foreign corporation licensed to do business in Arizona
- Association
- LLC
- Organization
- Other Nonprofit Corporation

The date in which the name, title or designation was first used by the applicant within this state. This date must be today's date or prior to today's date: September 1st 2007
Month Day Year

General nature of business conducted: Homeowners association and any other related activities thereto.

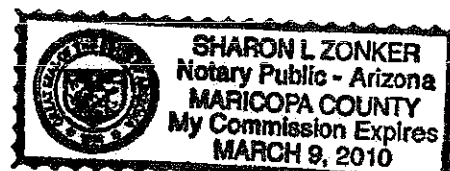
WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation
Applicant's Printed Name

WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation
By Jennifer Rodriguez
Name: Jennifer Rodriguez
Title: President

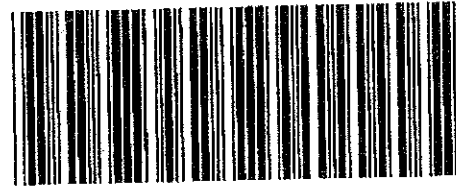
State of ARIZONA
County of Maricopa

On this 21st day of September, 2007, JENNIFER RODRIQUEZ, the President of WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation, personally appeared before me and acknowledged that she signed this document for its stated purpose.

Sharon R. Zonker
Notary Public



HVIA 4016
QAB P141



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-1078655 10/01/07 12:00 PM
1 OF 1

BRDHLJ

When recorded, return to:

Carol F. Fitch
Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004-2391

(Space Reserved for Recording Information)

**CERTIFICATE OF CORPORATION
DOING BUSINESS UNDER FICTITIOUS NAME
PURSUANT TO THE PROVISIONS OF A.R.S. SECTION 44-1236**

KNOW ALL MEN BY THESE PRESENTS:

That **WOODMAR IV ASSOCIATION, INC.**, an Arizona nonprofit corporation duly authorized to transact business in the State of Arizona, whose street address is 18700 North 107th Avenue, Suite 10, Sun City, Maricopa County, Arizona 85373 and mailing address is Post Office Box 2133, Sun City, Maricopa County, Arizona 85372, is conducting business in the State of Arizona under the name of:

THOMAS SQUARE

Dated: September 24, 2007.

STATUTORY AGENT:

PAUL S. RUBIN

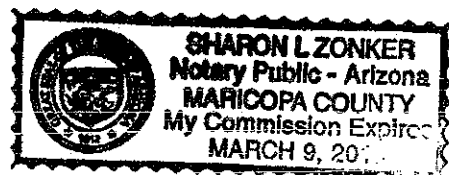
STATE OF ARIZONA)
) ss.
County of Maricopa)

Before me, the undersigned notary public in and for said County and State, personally appeared PAUL S. RUBIN, the Statutory Agent for WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation, who acknowledged the execution of the foregoing instrument this 24th day of September, 2007.

My Commission Expires:

3/2010

NOTARY PUBLIC





**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL**

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

Attest: 10/1/2007

By

A handwritten signature in cursive script, appearing to read "S. Purcell", is written over a horizontal line.

Deputy



Please mail registration to:
Jan Brewer
Secretary of State
Trade Name Division
1700 West Washington 7th Floor
Phoenix, Arizona 85007
602/542-6187
Filing Fee: \$10.00



Office Use
Approved by: _____
~~SECRETARY OF STATE~~

2007 SEP 27 10 24 AM

FILED

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(A.R.S. §44-1460)

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Name of Applicant(s): WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation

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Business Address: Post Office Box 2133 Sun City AZ 85372
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Applicant must check one. Do not select "Corporation" or "LLC" if you are not currently incorporated, or your application will be returned to you.

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The date in which the name, title or designation was first used by the applicant within this state. This date must be today's date or prior to today's date: September 1st 2007
Month Day Year

General nature of business conducted: Homeowners association and any other related activities thereto.

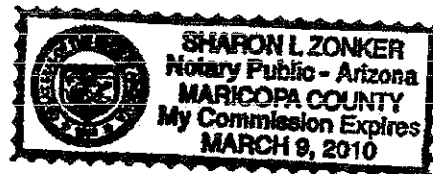
WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation
Applicant's Printed Name

WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation
By Jennifer Rodriguez
Name: Jennifer Rodriguez
Title: President

State of ARIZONA
County of Maricopa

On this 21st day of September, 2007, JENNIFER RODRIQUEZ, the President of WOODMAR IV ASSOCIATION, INC., an Arizona nonprofit corporation, personally appeared before me and acknowledged that she signed this document for its stated purpose.

Sharon R. Zonker
Notary Public



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

288656

02-R MISC.

DEK 9799 PAGE 177

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF WOODMAR IV

THE UNDERSIGNED, owner of that certain real property situated in the State of Arizona, County of Maricopa, 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 152 of Maps, page 42.

154 - - - 30 1/27/77 New

which is to be developed into the above named condominium project, hereby covenants, agrees and declares that all of said property, including without limitation the Apartment Units thereon is and will be held, sold and conveyed subject to the Declaration of Horizontal Property Regime pertaining to said property which the undersigned is placing of record in conjunction herewith and to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of all the property described herein, and the owners thereof, their heirs, successors, grantees and assigns, whether direct or remote. Every conveyance of any of said property or portion thereof, including without limitation any Apartment Unit thereon, shall be and is subject to the said covenants, conditions and restrictions, as follows:

I

DEFINITIONS

In this Declaration, unless the context otherwise requires, the words and terms defined in Paragraph III of the

Declaration of Horizontal Property Regime shall have the same meaning herein.

II

WOODMAR IV ASSOCIATION, INC.

It is declared that the Apartment Owners shall be members of WOODMAR IV ASSOCIATION, INC., (herein referred to as the "Association"). Said Association shall be incorporated as a non-profit corporation pursuant to the laws of Arizona, for the purposes and with such rights and obligations as are hereinafter set forth, and as additionally may be provided in its Articles of Incorporation and By-Laws.

1. Membership. Membership in the Association shall be limited to Owners of Apartments on the property described above. An Owner of an Apartment shall automatically, upon becoming such, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

In the event any such Apartment is owned by two or more persons, whether by joint tenancy, tenancy in common, community property or otherwise, the membership as to each Apartment shall be joint; and a single membership for such Apartment shall be issued in the names of all. They shall designate to the Association in writing at the time of issuance, one of their number who shall hold the membership and have the power to vote said membership, and in the absence of such designation, and until such designation is made, the Board of Directors of the Association shall make such designation.

2. Exterior Maintenance. The Association, or

its duly delegated representative, shall maintain, repair and otherwise manage the General Common Elements, except Apartment windows, and shall maintain, manage and be responsible for rubbish removal of all areas, except the interior of Apartments and the Restricted General Common Elements, within the above described property. Each Owner shall maintain and repair the windows and interior of his own Apartment and shall be responsible for the cleanliness and rubbish removal of his own Apartment Unit.

3. Limitations and Obligations of Membership; Assessments. Each Owner shall have one membership in the Association, for each Apartment owned, which membership shall be subject to all of the provisions of the Declaration of Horizontal Property Regime, the Association's Articles of Incorporation and By-Laws, these Restrictions, and any Rules and Regulations promulgated by the Association Board of Directors, as now in effect or duly adopted or amended. Each such Owner for himself, his heirs, successors and assigns, further covenants that each Apartment Unit owned by him shall be subject to assessment in an amount to be determined by the Association in the following manner:

(a) Such Apartment Unit's pro-rata share of the actual cost to the Association of all management, repair and maintenance of the General Common Elements, including, but not limited to, mowing grass, caring for the grounds, sprinkler system, swimming pool, sewer lines, water lines, electric lines, telephone lines, gas lines, roofs, exterior walls of the Apartment Units, and other charges required by this Declaration of Restrictions and of all rubbish

removal, and of all water and other utilities which are not separately metered to the respective Apartment Units;

(b) Such Apartment Unit's pro-rata share of the actual cost of the Association of such recreational facilities as may from time to time be provided by the Association;

(c) Such Apartment Unit's pro-rata share of such sums as the Board of Directors of the Association shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein, including fire and other hazard insurance premiums;

(d) Such Apartment Unit's pro-rata share of such additional sum as the Board of Directors of the Association shall determine to be necessary to meet the Association's operating costs and expenses or otherwise to perform its primary purpose to protect and promote the value of the Apartment Units and the welfare and comfort of the Owners and residents thereof;

(e) Each Apartment Unit's pro-rata share shall be 1/152 of the total amount determined under subparagraphs (a), (b), (c) and (d) above.

Within thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the total charges to be paid out of the maintenance fund during each year (including a reasonable reserve for contingencies and less any expected surplus from the prior year). Said sum shall be divided

into twelve (12) equal installments and each Apartment Owner shall be assessed an amount equal to the same percentage of each installment as the percentage of his undivided interest in the General Common Elements. Each Apartment Owner shall, on the first day of each calendar month, pay to the Board of Directors the monthly amount assigned to his Apartment Unit. For the portion of the year between the first sale of an Apartment Unit and the end of the calendar year, the Board of Directors shall estimate the total charges to be paid from the maintenance fund during such portion of the year, divide such sum into such number of installments as will equal the number of months remaining in such portion of the year (counting any major fraction of a month as a full month) and each such installment shall be assessed to the Apartment Units as set forth above.

Each Apartment Owner, for himself, his heirs, successors, grantees and assigns, covenants that with respect to charges so determined during the period that he is an Owner, he will be personally obligated for and remit these charges directly to such party or parties as designated by the Association's Board of Directors.

Each Apartment Owner further agrees that these charges, together with any and all expenses and attorneys fees of collection, shall be a lien upon said Owner's Apartment Unit and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first construction mortgage or trust deed, including any refinancing, renewal or increase thereof.

If the holder of any such first construction mortgage or trust deed obtains title to an Apartment Unit as a result of foreclosure, or a deed or proceedings in lieu

thereof, such acquirer of title shall not be personally liable for, and his Apartment Unit shall not be liable for, the share of the common expenses or assessments chargeable to such Apartment Unit which became due prior to the acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from and assessable against the remaining Apartment Units.

Each Owner, by his acceptance of a deed to an Apartment, hereby expressly vests in the Association or its agents, the right and power to refer any delinquency hereunder to a lawyer and to bring all actions against such Owner for the collection of such charges as a personal debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens; and such Owner hereby expressly grants to the Association a power of sale in connection with said lien; and such Owner further agrees to pay all expenses (whether or not taxable court costs) and attorneys fees incurred by the Association in doing any or all of the foregoing.

No Owner of an Apartment Unit may exempt himself or his Apartment Unit from liability for contribution toward the common expenses or assessment by waiver of the use or enjoyment of any of the General Common Elements or by the abandonment of his Apartment Unit.

4. Management Agreements. Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all management agreements shall be available to each Owner upon payment of a reasonable copying charge. No management agreement shall be made unless approved by a vote of a majority of the members present and voting at a duly noticed meeting called for such purpose.

5. Transfer of Membership. The membership in the Association held by any Owner shall not be pledged or alienated in any way, except upon the sale of such Apartment and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any Apartment Unit should fail or refuse to transfer the membership registered in his name to the purchaser of such Apartment Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the purchaser; and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

6. Architectural Approval. No exterior additions, or alterations to any building nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, color, shape, height, materials, locations, approximate cost and other material attributes of same shall have been submitted to and approved in writing as to conformity with the Property by an architectural committee composed of the Board of Directors of the Association, or by one or more representatives, designated by the Board of Directors. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after submission to it, approval will not be required and this Article will be deemed to have been fully complied with.

7. Additional Recreational and Common Facilities.
The Association's Board of Directors shall have the right and

power to provide for the construction of additional recreational and other common facilities, from time to time, as in their discretion appears to be in the best interests of the Association and the apartment project. Any such construction, improvements or additions shall be authorized by an affirmative vote of three-quarters (3/4) of the Board of Directors at a duly called meeting at which a quorum is present.

8. Acting Board of Directors. A meeting of the Apartment Owners shall be held prior to incorporation for the purpose of electing a Board of Directors, establishing the By-Laws of the Association and for such other business as may come before the meeting. Pending such initial meeting, the following persons shall be vested with all of the rights and powers herein granted to the Board of Directors:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>	<u>MAILING ADDRESS</u>
Gerald P. Marchal	742 W. Moon Valley Dr. Phoenix, Arizona 85023	Suite 130 301 W. Indian School Rd. Phoenix, Arizona 85013
Allan G. Rice, Jr.	5300 E. Villa Buena Vista Scottsdale, Arizona 85023	Suite 130 301 W. Indian School Rd. Phoenix, Arizona 85013
Charles W. Olson	4154 W. Augusta Phoenix, Arizona 85021	Suite 130 301 W. Indian School Rd. Phoenix, Arizona 85013

III

USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. The Buildings and Apartments are hereby restricted to residential dwellings for residential use.

2. Animals. The keeping of domestic animals may be

restricted or prohibited by rules and regulations adopted from time to time by the Association.

3. Signs. Except in accord with duly promulgated rules and regulations of the Association, no advertising signs (except one attractively lettered "For Rent" or "For Sale" sign per Apartment on a plain background of not to exceed five square feet, the locations of which may be reasonably restricted by the Association) or billboard shall be erected, placed or permitted to remain on the Property.

4. Nuisances. No unsightly objects or nuisances shall be erected, placed or permitted to remain on the property, nor shall the Property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Apartment or resident thereof.

5. Business Activities. No business activities of any kind whatever shall be conducted in or from any Building.

6. Screening - Refuse. All clotheslines, equipment, garbage cans, or service yards shall be kept screened by adequate planting. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

7. Gardening. Except in the individual Apartment Units, there shall be no planting or gardening, and no fences, hedges or walls erected or maintained upon said premises, except such as are planted or installed in accordance with the initial construction of the buildings or as approved by the Association's Board of Directors or their designated representative.

8. Antennae. No exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the

premises, nor upon any structure situated upon said Real Property, except as may be approved by the Board of Directors.

9. Rules and Regulations. All use of the General (including without limitation the Restricted General) Common Elements shall be subject to such Rules and Regulations pertaining thereto as may from time be promulgated by the Association's Board of Directors.

10. Exceptions for Construction, Development and Sale. The provisions of this part III, including specifically Paragraphs 1 through 9 above, shall not be applicable to Declarant, to WOOD BROS. HOMES, INC., a Delaware corporation, or to their respective successors and assigns for the purpose of development of the Property or any portions thereof; and, without limitation, it shall be expressly permissible for Declarant, for WOOD BROS. HOMES, INC., and for their said successors and assigns to maintain during the period of construction and sale of the Apartments, upon such portion of the Property as they may choose, such structures, facilities, vehicles and materials as in their sole opinion may be reasonably required in connection with the construction on or sale of the Property or any part thereof, including without limitation signs, billboards, and other advertising devices and structures, business offices, storage areas, construction areas, model units and sales offices, and to use such property for the sale of said Apartments.

IV

FIRST RIGHT OF REFUSAL

Any Owner who desires to sell, lease or rent his Apartment shall, prior to accepting any offer to purchase, lease or rent, give to the Board of Directors of the Association written notice of the terms and amount of such offer, including

the name and address of the offeror. If, within fifteen (15) days after service of such notice by Owner, any member or group of members of the Association submits to the Board of Directors an identical firm and binding offer to purchase, lease or rent, the Owner shall accept the offer of said member or group of members of the Association in preference to the original offer described in the notice to the Board of Directors, and in the event more than one (1) member or group of members of the Association submits an identical firm and binding offer to the Board of Directors within said fifteen (15) day period, the Owner may, at his discretion, accept any one of such offers. If no identical offer from a member or group of members of the Association is submitted within said fifteen (15) day period, the Board shall, upon the request of the Owner, execute an affidavit stating that the owner has complied with the provisions hereof. Such affidavit shall contain the information that the Board of Directors has been duly elected, that a particular Apartment has been offered for sale or lease, identifying the same, that the proper notice to sell has been served by the Owner, that the fifteen (15) day period has passed and that no member or group of members of the Association submitted an identical firm and binding offer within the time allowed herein. Such affidavit shall be deemed conclusive evidence of the facts therein recited.

If no member or group of members of the Association submits an identical firm and binding offer within said fifteen (15) day period, the selling Owner may, at the expiration of said fifteen (15) day period and at any time within sixty (60) days after the expiration of said period, accept the offer described in said notice.

The provisions of this paragraph shall not be applicable or enforceable by the Board or any person with respect to:

(a) A sale, transfer or conveyance of any Apartment to any person, pursuant to a judgment of foreclosure of a mortgage or deed of trust of record, or a deed or proceedings in lieu thereof.

(b) An original sale of any Apartment Unit by Declarant, by WOOD BROS. HOMES, INC., or by the major builder of said Apartment Unit.

(c) Any rental, with or without a written lease, for a term of less than one (1) year; provided that any subsequent lease to the same person or persons, organization, association or corporation, directly or indirectly, shall not be exempt from the provisions of this Article.

(d) A transfer of title by testamentary disposition or intestate succession, or gift to any member of the Owner's immediate family.

V

REPAIRS

1. Obligation and Lien. In the event any General Common Element or Apartment Unit is damaged or destroyed through the negligent or culpable act of an Owner or any of his guests, tenants, agents or members of his family, such Owner does hereby irrevocably authorize the Association to repair said damaged element or Apartment Unit. The Owner shall then repay the Association the amount actually expended for said repairs.

Each Apartment Unit Owner further agrees that these charges for repairs, if not paid within ten (10) days after

completion of the work, shall become a lien upon said Owner's Apartment Unit and shall continue to be such lien until fully paid. The amount owed by said Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

Each such Owner, by his acceptance of a deed to an Apartment Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

2. Easement. There is hereby created a blanket easement upon, across, over and under the above described Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones, and electricity, and a master television antenna system. By virtue of this easement it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said phone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Apartment Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises, except as initially programmed and approved by the builder of said premises or as thereafter approved by said builder or the Association's Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

3. Arbitration. In the event of a dispute between an Owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the Owner addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by the Board of Directors, one chosen by the Owner, and these two (2) arbitrators shall then choose a third arbitrator. If the two (2) arbitrators cannot agree as to the selection of the third arbitrator, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination by any two (2) of the three (3) arbitrators shall be binding upon the Owner and the Association, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then a Judge of the Maricopa County Superior Court shall have the right and power to choose such arbitrator.

VI

INSURANCE

The Board of Directors, or its duly authorized agent, shall obtain insurance for all the General Common Elements, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all the General Common Elements. Premiums for such insurance shall be common expenses. Such

insurance coverage shall be written in the name of the Board of Directors as trustee for each of the Apartment Unit Owners in the same proportions as their undivided interest in the General Common Elements. Nothing contained herein shall prejudice the right of each Owner to insure his own Apartment Unit for his own benefit. It shall be the individual responsibility of each Owner to provide as he sees fit, fire and hazard insurance upon his Apartment Unit and homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction to the property by fire or other casualty, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed Building or Buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Apartment Unit Owners to make up any deficiency. In the event such insurance proceeds exceed the cost of repair

and reconstruction, such excess shall be paid over to the respective mortgagees and Owners as their interests may then appear, or it may be retained by the Association for Association purposes. Such payments shall be made to all such Owners and their mortgagees in proportion to their undivided interests. The assessments shall be levied in the same proportions as their undivided interest in the General Common Elements.

VII

AMENDMENT

The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the then Owners of not less than seventy-five percent (75%) of the Apartment Units; provided, however, that no such change modification or rescission shall be effective as against the holder of any recorded first mortgage, or the trustee and beneficiary under any recorded first trust deed covering one or more Apartments unless such holder or trustee and beneficiary shall have consented in writing to each such change, modification or rescission.

Notwithstanding the provisions of the foregoing paragraph, if applicable law, the Declaration of Horizontal Property Regime, this Declaration, or the By-Laws require the consent or agreement of a greater percentage of Owners, lienholders, trustees or beneficiaries, for any action, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by an equivalent percentage of the Owners, lienholders, trustees, or beneficiaries.

Anything to the contrary herein notwithstanding, until

such time as deeds to all of the Apartments shall have been delivered by Declarant to purchasers thereof, Declarant reserves the right to amend this Declaration, provided that, with the single exception hereinafter referred to, no such amendment shall have the effect of changing the cubic content space of any Apartment (except as minor changes may be necessary in order to more accurately describe the boundaries of the Apartment), or in reducing the percentage interest which each Apartment bears in the General Common Elements Regime, and provided further that any such amendment shall be consented to in writing by the holders of all first mortgages, and the trustees and beneficiaries under all first trust deeds then of record with respect to one or more of the Apartments.

VIII

MISCELLANEOUS

1. Encroachments. Each Apartment Unit shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any Buildings are partially or totally destroyed, and then rebuilt, the Owners of Apartment Units agree that minor encroachments of parts of the adjacent Apartment Units or General Common Elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

2. Partition Prohibited. The General Common Elements shall remain undivided; and no owner shall bring any action for partition; it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect

to the use, operation and management of the General Common Elements.

3. Utilities. The responsibility for payment of separately metered utility bills and for maintenance of electricity plumbing, water and other utilities serving an Apartment Unit shall remain with the Owner of such Apartment Unit in the same manner as is normal and customary with Owners of single family residences.

4. Savings Clause. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law or in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this Agreement invalid, this Agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs or section or sections had not been inserted.

5. Inurement. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon and shall benefit all persons purchasing, leasing, subleasing or occupying any Apartment on said property, their heirs, executors, administrators, successors, grantees and assigns. After the date on which this instrument has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or its Board of Directors, which shall have the right to enforce the same and expend Association moneys in pursuance thereof, and also may be enforced by the Owner of any Apartment Unit,

or any one or more of said parties. Any breach of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any Owner of said premises other than one whose title thereto is acquired by foreclosure of a mortgage or deed of trust, or a deed or proceedings in lieu thereof. Any purchaser who acquires title, except through foreclosure of a mortgage or deed of trust, or a deed or proceedings in lieu thereof, shall take title to said premises subject to the lien hereof for all said charges that have accrued up to the time of said time. All persons who acquire title shall do so subject to the lien hereof for all charges that shall accrue subsequent thereto. The breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated, or reviewed by appropriate proceedings, notwithstanding the lien or existence of any mortgage or deed of trust. The terms and conditions of this instrument shall be binding upon the Property and all persons acquiring any interest therein or lien thereon, whether express reference is made to this instrument or not. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages; provided, however, that a violation of these restrictive covenants or of any one or more of them shall not invalidate the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record upon said premises or any part thereof.

6. Gender. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all

cases be assumed as though in each case fully expressed.

7. Term. These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of thirty-five (35) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then Owners of not less than three-quarters (3/4) of the Apartment Units on said property, which said instrument shall be recorded in the office of the Recorder for the County of Maricopa, State of Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension.

8. ELECTION OF DIRECTORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREINSEWHERE PROVIDED, WOOD BROS. HOMES, INC., OR ITS SUCCESSORS AND ASSIGNS OF SUCH RIGHT, SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO ELECT ALL DIRECTORS AND TO FILL ALL VACANCIES OR INCREASE THE MEMBERSHIP OF THE BOARD OF DIRECTORS UNTIL THE FIRST ANNUAL MEETING OF MEMBERS, WHICH MEETING SHALL BE HELD WITHIN SIXTY (60) DAYS AFTER THE LAST TO OCCUR OF EITHER THE CONVEYANCE BY DEVELOPER TO OWNERS OF MORE THAN ONE-HALF OF THE TOTAL NUMBER OF THE APARTMENTS IN THE HORIZONTAL PROPERTY REGIME OR DECEMBER 1, 1973, PROVIDED, HOWEVER, THAT THE BOARD OF DIRECTORS MAY DESIGNATE AN EARLIER DATE FOR SUCH MEETING.

DATED this 26 day of OCTOBER, 1972.

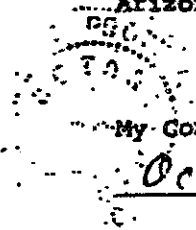
USLIFE TITLE COMPANY OF ARIZONA,
as Trustee under Trust No. 410

By


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. DeBarn, the Trust Officer of USLIFE TITLE COMPANY OF ARIZONA, an Arizona corporation, on behalf of the corporation, as Trustee.



H.C. Prothero
Notary Public

My Commission Expires:
Oct 19, 1975

RATIFICATION AND APPROVAL

CONTINENTAL BANK, an Arizona corporation, as mortgagee of the subject property, hereby ratifies, approves and consents to the aforesaid Declaration of Covenants, Conditions and Restrictions of Woodmar IV.

CONTINENTAL BANK,
an Arizona corporation

By Dale E. Tilley

Attest:
Dore J. [Signature]

STATE OF ARIZONA)
) ss:
County of Maricopa)

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

[Signature]
Notary Public

My Commission Expires:
February 22, 1973

STATE OF ARIZONA) ss
County of Maricopa)
I hereby certify that the foregoing instrument was acknowledged before me and I certify that the same is a true and correct copy of the original.
NOTARY PUBLIC
NOV - 3 1972 - 8:00 AM
9799
177-197
[Signature]
1.50

Amendment(s)
to
Declaration
of
Covenants,
Conditions
and
Restrictions

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOODMAR IV

The undersigned, being the Declarant named in that Declaration of Covenants, Conditions and Restrictions of Woodmar IV recorded in Docket 9799, commencing at page 177 through 197, on November 3, 1972, and hereby desiring to amend said Declaration involving the following described property:

The South 391.85 feet of the North 930.00 feet of the East 931.15 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 152 of Maps, page 42.

does hereby covenant, agree and declare that said Declaration is amended and all of said property referred to therein including, without limitation, the apartment units thereon, is and will be held, sold and conveyed subject to the Declaration of Horizontal Property Regime pertaining to said property, which Declaration was previously recorded, and subject to the Declaration of Covenants, Conditions and Restrictions of Woodmar IV referred to above, as amended herein. This amendment is hereby declared to be for the benefit of all the property described herein and the owners thereof, their heirs, successors, grantees and assigns, whether direct or remote. Any conveyance of said property, or portion thereof, including, without limitation, any apartment unit thereon, shall be and is subject to this Amendment to Declaration of Covenants, Conditions and Restrictions of Woodmar IV as follows:

1. Paragraph III, 1 entitled "Residential Use" is hereby amended to read as follows:

"1. Residential Use. The apartments shall be occupied and used by their owners only as a private dwelling for the owner, his family, tenants and social guests and no other purpose."

2. The following shall be added as a new paragraph III, 11 entitled "Ownership of Apartment Space":

"11. Ownership of Apartment Space. The owner of the respective apartments shall not be deemed to own the decorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective apartment, nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective apartments which are utilized for or serve more than one apartment unit, except as tenants in common with the other apartment unit owners. Said owner, however, shall be deemed to own the walls and partitions which are located in said owner's respective apartment, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc."

3. The following shall be added as a new paragraph III, 12 entitled "Compliance with Federal Home Loan Mortgage Corp. Requirements":

"12. Compliance with Federal Home Loan Mortgage Corp. Requirements. The Declarant and the owners of the apartment units covenant and agree, whenever a mortgage loan on any apartment unit owned by the Federal Home Loan Mortgage Corp. (herein called "FHLMC") is in effect, or during any time FHLMC is the owner of an apartment unit in the condominium or is obligated to place or insure a mortgage covering any apartment unit in the condominium, to fully comply with all rules and regulations that may from time to time be adopted by FHLMC relating to mortgages made or insured by it or relating to the administration of the condominium."

4. The following shall be added as a new paragraph III, 13 entitled "Injunctive Relief":

1. Paragraph III, 1 entitled "Residential Use" is hereby amended to read as follows:

"1. Residential Use. The apartments shall be occupied and used by their owners only as a private dwelling for the owner, his family, tenants and social guests and no other purpose."

2. The following shall be added as a new paragraph III, 11 entitled "Ownership of Apartment Space":

"11. Ownership of Apartment Space. The owner of the respective apartments shall not be deemed to own the decorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective apartment, nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective apartments which are utilized for or serve more than one apartment unit, except as tenants in common with the other apartment unit owners. Said owner, however, shall be deemed to own the walls and partitions which are located in said owner's respective apartment, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc."

3. The following shall be added as a new paragraph III, 12 entitled "Compliance with Federal Home Loan Mortgage Corp. Requirements":

"12. Compliance with Federal Home Loan Mortgage Corp. Requirements. The Declarant and the owners of the apartment units covenant and agree, whenever a mortgage loan on any apartment unit owned by the Federal Home Loan Mortgage Corp. (herein called "FHLMC") is in effect, or during any time FHLMC is the owner of an apartment unit in the condominium or is obligated to place or insure a mortgage covering any apartment unit in the condominium, to fully comply with all rules and regulations that may from time to time be adopted by FHLMC relating to mortgages made or insured by it or relating to the administration of the condominium."

4. The following shall be added as a new paragraph III, 13 entitled "Injunctive Relief":

"13. Injunctive Relief. Failure of the owner of apartment units to comply with the provisions of this Declaration, the Bylaws, the decision and resolutions of the Association, or the rules and regulations of FHOMA, as lawfully amended from time to time, shall be grounds for an action to recover sums due, for damages, or for injunctive relief."

5. The following shall be added as a new paragraph III, 14 entitled "Right to Lease":

"14. Right to Lease. The owners of all apartment units shall have the absolute right to lease said units, provided, that any such lease is made subject to the recorded Declaration of Covenants, Conditions and Restrictions, as amended from time to time; and further subject to the rules and regulations, and Bylaws of the Association as from time to time promulgated."

This Amendment to Declaration of Covenants, Conditions and Restrictions of Woodmar IV shall not be revoked or any of the provisions herein amended, unless all of the owners and the holders of any recorded first mortgage, or the trustees and beneficiaries under any recorded first deed covering the apartments unanimously agree to such revocation or amendment by a duly recorded instrument.

Except as specifically amended herein, the Declaration of Covenants, Conditions and Restrictions of Woodmar IV, as previously recorded, shall remain in full force and effect.

Dated this ___ day of _____, 1977.

WOOD BROS. HOMES, INC.
By: Robert Hulstein Vice President

STATE OF ARIZONA
County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 1977, by Robert Hulstein Vice President of WOOD BROS. HOMES, INC., a Delaware Corporation, on behalf of the corporation, as Trustee.

My Commission Expires: 7/1

[Signature]
Notary Public

RATIFICATION AND APPROVAL

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PHOENIX, a federally chartered association, hereby ratifies, approves and consents to the aforesaid amendment to Declaration of Covenants, Conditions and Restrictions of Woodmar IV.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PHOENIX, a federally chartered association

By *William Penn*
William Penn, Counsel

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me this 25th day of February, 1977, by William Penn the Counsel

of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PHOENIX, a federally chartered association, on behalf of the association.

[Signature]
Notary Public

My commission expires:

My Commission Expires Jan. 7, 1978

BATIFICATION AND APPROVAL

FIRST SERVICE CORPORATION

a Arizona corporation, hereby ratifies, approves and consents to the aforesaid amendment to Declaration of Covenants, Conditions and Restrictions of Woodmar Iv.

FIRST SERVICE CORPORATION
a Arizona corporation
By A. D. Falconeri
A. D. Falconeri, President

STATE OF ARIZONA)
County of MARICOPA) ss

The foregoing instrument was acknowledged before me this 25th day of February, 1977, by A. D. Falconeri, the President of FIRST SERVICE CORPORATION

a Arizona corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

Notary Public

RATIFICATION AND APPROVAL

CONTINENTAL BANK

a n Arizona corporation, hereby ratifies, approves and consents to the aforesaid amendment to Declaration of Covenants, Conditions and Restrictions of Woodstar Iv.

CONTINENTAL BANK
an Arizona corporation.

By *Dale E. Tilley*

STATE OF ARIZONA)
County of MARICOPA) SS

The foregoing instrument was acknowledged before me this 25th day of February, 1977, by

Dale E. Tilley, the Senior Vice President of CONTINENTAL BANK an Arizona corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
10/7/77

WHEN RECORDED MAIL TO:
WOOD BROS. HOMES
7100 E. Lincoln Drive
Suite C-138
Scottsdale, AZ
85253

DKT 1459276 221

246217

SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF

WOODMAR IV

MOD RSTR

The undersigned, being the Declarant named in that Declaration of Covenants, Conditions and Restrictions of WOODMAR IV, recorded in Docket 9799, commencing at page 177 through 197, on November 4, 1972, and amended by document recorded in Docket 12101, commencing at page 290, on March 3, 1977, and hereby desiring to further amend said Declaration involving the following described property:

The South 391.85 feet of the North 930.00 feet of the East 953.15 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 152 of Maps, page 42,

does hereby covenant, agree and declare that said Declaration is amended and all of said property referred to therein including, without limitation, the apartment units thereon, is and will be held, sold and conveyed subject to the Declaration of Horizontal Property Regime pertaining to said property, which Declaration was previously recorded, and subject to the Declaration of Covenants, Conditions and Restrictions of WOODMAR IV referred to above, as previously amended, and as amended herein. This amendment is hereby declared to be for the benefit of all the property described herein and the owners thereof, their heirs, successors, grantees and assigns, whether direct or remote. Any conveyance of said property, or portion thereof, including, without limitation, any apartment unit thereof, shall be and is subject to this Amendment to Declaration of Covenants, Conditions and Restrictions of WOODMAR IV as follows:

1. This amendment may be amended as provided in the Declaration of Covenants, Conditions and Restrictions of WOODMAR IV for amendments.

2. The following shall be added as a new paragraph IV entitled "Damage or Destruction":

IV
DAMAGE OR DESTRUCTION

1. In case of fire or any other disaster which causes damage or destruction to all or part of the property, the Board of Directors, with the help of an independent appraisal, shall determine the percentage of the property that was destroyed or substantially damaged. If less than two-thirds (2/3) of the total property was destroyed or substantially damaged, the Board of Directors shall arrange for the prompt repair and restoration of said property using the proceeds of insurance on the same for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentages of undivided interest in the common areas and facilities. Reconstruction of the property shall mean the restoring of the building to substantially the same condition it was in prior to the damage or destruction, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before.

2. If two-thirds (2/3) or more of the total property is destroyed or substantially damaged, the Board of Directors shall, within one hundred (100) days after such destruction or damage, call a special meeting of the unit owners for the purpose of deciding whether or not the property shall be repaired and restored. If at least three-fourths (3/4) of the unit owners, in person or by proxy, vote to repair or restore the building or buildings, the Board of Directors shall promptly arrange for the reconstruction of the same, using the proceeds of insurance on the buildings affected for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentage of undivided interest in the common areas and facilities. However, in the event at least two-thirds (2/3) of the total property is destroyed or substantially damaged, and less than three-fourths (3/4) of the unit owners vote to make provision for reconstruction, the Board of Directors shall record, with the County Recorder, notice setting forth such facts; and upon the recording of such notice: (i) the property shall be deemed to be owned in common by the unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities; (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities

to the undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all unit owners in a percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by each unit owner.

3. For purposes of this paragraph IV, the terms "disaster," "destruction," or "substantial damage" shall mean and include a temporary or permanent taking, injury, or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.

Except as specifically amended herein, the Declaration of Covenants, Conditions and Restrictions of WOODMAR IV, as previously amended, shall remain in full force and effect.

This Second Amendment may be signed in counter-parts.

Dated this 22th day of July, 1980.

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

By [Signature]
Its Trust Officer

STATE OF ARIZONA)
) 85
County of Maricopa)

The foregoing instrument was acknowledged before me this 22th day of July, 1980, by R. VAN RAN, the Trust Officer of USLIFE TITLE COMPANY OF ARIZONA, an Arizona corporation, on behalf of the corporation, as Trustee.

[Signature]
Notary Public

My Commission Expires:

11-11-83

C O N S E N T

The undersigned, being the holders of first mortgages or the Trustees or Beneficiares under first deeds of trust of one or more of the apartments of WOODMAR IV, do hereby consent to the above Second Amendment to Declaration of Covenants, Conditions and Restrictions of WOODMAR IV, effective this 16th day of JUNE, 1980.

SAGUARO SAVINGS AND LOAN ASSOCIATION

By *Sally P. Edwards*
Its Vice President

SURETY SAVINGS & LOAN ASSOCIATION

By *W. H. B...*
Its Senior Vice President

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

By *William R...*
Its Council

SOUTHWEST SAVINGS & LOAN ASSOCIATION

By *[Signature]*
Its Vice President

CONTINENTAL BANK

By *Richard H. ...*
Its Asst. Vice President

SUNKIST DEVELOPMENT CO.

By *[Signature]*
Its Vice President

DLT145926 225

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me
this 16TH day of July, 1980, by _____
CARY R. EDWARDS

[Signature]
Notary Public

My Commission Expires:
Nov. 8, 1980

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me
this 16th day of July, 1980, by _____
Walter W. Brown

[Signature]
Notary Public

My Commission Expires:
April 8, 1984

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me
this 21st day of July, 1980, by _____
Richard G. Howland

[Signature]
Notary Public

My Commission Expires:
June 16, 1980

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me
this 16th day of June, 1980, by John J. Rucolo, Vice
President, SOUTHWEST SAVINGS AND LOAN ASSOCIATION

[Signature]
Notary Public

DKI145926 226

STATE OF ARIZONA)
County of Maricopa) ss

The foregoing instrument was acknowledged before me
this 23 day of July, 1980, by William Penn

Jared Allen
Notary Public

My Commission Expires:
Sept 5, 1980

STATE OF California)
County of San Joaquin) ss

The foregoing instrument was acknowledged before me
this 30th day of July, 1980, by Jeffrey Y. Hamilton,
Vice President, Sunkist Service Company, formally Sunkist Development
Co.

Margaret A. Ramsey
Notary Public

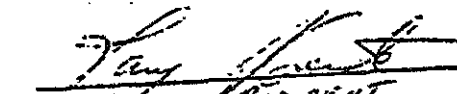
My Commission Expires:
September 17, 1982



DKT 145926 227

C O N S E N T

The undersigned does hereby consent to the amendments contained in the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of WOODMAR IV in the form attached hereto as Exhibit A.



VICE PRESIDENT

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 23 day of July, 1980, by Larry J. Corato

Vice President of First Service Corporation



Notary Public

My Commission Expires:

Sept 5, 1980

DT145920 228

C O N S E N T

The undersigned does hereby consent to the amendments contained in the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of WOODMAR IV in the form attached hereto as Exhibit A.
USLIFE TITLE Company of Arizona, an Arizona corporation, as Trustee

R. Van Raam
R. VAN RAAM

STATE OF ARIZONA)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this 22 day of July, 1980, by R. VAN RAAM

Suzanne D. Fairman
Notary Public

My Commission Expires:
11-11-83

STATE OF ARIZONA) ss
County of Maricopa)
I hereby certify that the within instrument was filed and recorded at request of
USLIFE TITLE COMPANY OF ARIZONA
AUG 5 - 1980 - 8:10
in Docket 14592
on page 221-238
Witness my hand and official seal the day and year first written.

Bill Henry County Recorder
450

DIMENSION CABLE SERVICES
17802 N. BLACK CANYON HWY.
PHOENIX, AZ 85023

90 346780

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY ARIZONA
AUG 02 '90 -9 00
HELEN PURCELL, County Recorder
FEE 9 - PGS 4 HC

CABLE TELEVISION SERVICE AGREEMENT AND EASEMENT

CABLE TELEVISION SERVICE AGREEMENT dated the 30th day of April, 1985
between Woodman TV Homeowner's Assoc. hereinafter called "the Owner", and
AMERICAN CABLE TELEVISION, INC. hereinafter called the "Company".

WHEREAS, Owner has requested Company to install cable television on his
property more particularly described as Schedule "A" located at 2632 N. 43rd Ave
Woodmar IV, hereinafter called "the Premises", consisting
of 150 units; and

WHEREAS, Company agrees to install such transmission wires and other electronic
facilities to enable it to supply and maintain cable television service and provision
of other information and communication services in each of said units, hereinafter
called "Cable TV Service".

NOW, THEREFORE, in consideration of the mutual promises herein contained, Owner
and Company agree as follows:

1. The undersigned warrants that he is the owner or authorized representative
of the owner of the Premises and hereby grants Company the rights and easements
necessary to construct, operate and maintain the internal distribution Cable TV
System (including wires, poles, guys, cables, conduits, underground/overhead, and
other pertinent equipment) to be installed from time to time, with the right to
reconstruct, improve, repair, add to, enlarge, change the size of, remove or partially
disconnect such facilities or any of them, on or from the Premises. These rights
are granted to allow any persons, firm or corporation under the employ of or who
contract with the Company to lay cable, conduits and other equipment, and to solicit
tenants or occupants with respect to the sale of any and all services provided by
the Company, including the right to ingress and egress to do same at all times.
Further, the Owner agrees to indemnify and hold the Company harmless from any claims,
losses, costs or expenses incurred by the Company arising out of the breach by Owner
of the provisions of this agreement or out of the failure of the Owner to effectively
vest in the Company all rights, privileges, easements and rights-of-way described
above.

2. Company agrees to provide Cable TV Service to each tenant or occupant who
subscribes with the Company for such Cable TV Service and who maintains his good
standing under his account with Company.

3. The Company agrees that it will perform its work in a good and workmanlike
manner with a minimum of disturbance of property and restoring Owner's property
as closely as possible to its condition before ACR's construction was done. Owner
will use reasonable care in protecting Company's equipment and facilities both
during and after installation and shall be liable for any loss or destruction to said
facilities that are a result of owner's negligence. Both parties agree to carry and
keep, in full force and effect, insurance which will adequately protect against
the destruction of Company's equipment by fire and casualty.

4. Any agreements for services with occupants of the Premises shall be individual
contracts between the Company and such occupant. Each contracting occupant shall
be billed by the Company for such service. The Owner shall not be responsible for
service charges pursuant to separate agreements with occupants. There will be
no charge to owner for installation of Cable TV Service.

90 346780

5. Owner hereby grants Company the exclusive license and easement to erect, install use and maintain on the Premises, such equipment as may be necessary or required for the provision of cable television and information services, for a period equal to the term of the franchise or license granted to the Company by the franchising or licensing authority and any extension or renewal thereof.

6. Owner or his agent shall give Company access to any unrented or unsold apartments or units and shall make reasonable efforts to obtain access to any rented or sold apartment or unit in order for Company to install or recover the equipment contemplated by this Agreement.

7. Owner, his agents, or any other person, firm or corporation shall not use, alter or move in any way the Company's equipment and said equipment at Company's option may remain in place after termination of this Agreement for any reason.

8. The Company's obligations under this Agreement are subject to all valid rules, regulations and licenses and franchise agreements and all governmental authorities and are further subject to strikes, technical difficulties and conditions beyond its control.

9. All cables, installations and equipment erected, installed or maintained by the Company on the Premises shall remain the property of the Company. At no time during the term hereof will Owner or any third party have a right to use Company's equipment for any purpose. Owner agrees that violation of this Agreement will result in irreparable damage to Company and that in the event of such violation Company shall have a right to injunctive or other appropriate equitable relief. This Agreement shall inure to the benefit of and be binding upon the parties hereof and their respective legal representatives, successors and assigns.

10. Prior to construction, Owner has the right to approve (which right shall be reasonably exercised) the design of the system facilities installed by Company to provide Cable TV Service. The Company will refrain from making any deviations from existing utility routing which would require additional easements except when justified by the Company's Engineering Department as an improvement over the existing routing.

11. Company shall have the right at any time to terminate with no further liability hereunder on 30 days written notice if it is unable to perform hereunder due to circumstances beyond its control.

12. If Company has not commenced construction of the units covered by this Agreement within 180 days from the signing hereof, Owner shall have the right to terminate this Agreement by giving written notice of his intent to terminate within 30 days of the end of the 180 day period. If Owner does not exercise his right to terminate within 30 days, this agreement will extend for successive periods of 180 days. At the end of each 180 day period Owner shall have the right to terminate this Agreement within thirty days of the end of the period.

13. Company shall have the option to provide interim satellite service to Premises residents by locating an earth station on the Premises until construction of the cable system is completed.

14. Company shall have the right to install its cable in any joint utility trenches located on the Premises if it so desires.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date indicated in their respective acknowledgements.

90 346780

BY Peter J. Michalenko
Owner or Authorized Agent

BY _____
American Cable Television, Inc.

BY PETER J. MICHALENKO
Print clearly or type above signature
PRESIDENT

BY _____
Print clearly or type above signature

DATE April 3, 1985

DATE _____

State of Arizona
County of Maricopa

State of _____
County of _____

Subscribed and sworn to before me
this 3rd day of April,
1985, at _____.

Subscribed and sworn to before me
this _____ day of _____,
19____, at _____.

My Commission Expires:
Oct 15, 1985

My Commission Expires:

Arthur J. Richardson
Notary Public

Notary Public

EXHIBIT "A"

90 346780

PROJECT: WOODMAR IV PARCEL #
2632 NORTH 43RD AVENUE
PHOENIX, AZ

LEGAL DESCRIPTION:

WOODMAR IV, AS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, BOOK 152,
PAGE 42, BOOK 213, PAGE 16.