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ARIZONA TITLE INSURANCE CO. 68030
IN 3708

DECLARATION OF HORIZONTAL PROPERTY REGIME

A N D

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

O R

HALLCRAFT VILLAS EAST FIVE

1400

DECLARATION OF HORIZONTAL PROPERTY REGIME AND ESTAB-
LISHING A PLAN FOR CONDOMINIUM OWNERSHIP made as of the 6th
day of December, 192, by ARIZONA TITLE INSURANCE AND
TRUST COMPANY, as Trustee of Trust No. 3708, hereinafter
referred to as "Grantor".

W I T N E S S E T H :

WHEREAS, Grantor owns certain real property herein
described; and

WHEREAS, said Grantor proposes to improve said property
by constructing thereon multifamily structures known as
HALLCRAFT VILLAS EAST FIVE, as follows:

Thirty-seven (37) multifamily structures, each containing
five (5) apartment units, and seven (7) multifamily structures
each containing four (4) apartment units;

said structures to be constructed in accordance with plans and
specifications prepared by Robert E. Calhoun,

and on record in the office of the Building Inspector
in the City of Phoenix, State of Arizona.

WHEREAS, the owners of the apartment units will constitute
an association or owners known as VILLAS EAST FIVE
ASSOCIATION, hereinafter referred to as the "Association", which
will have the responsibility of administering the condominium
project, managing the recreation area, and establishing and collec-
ting monthly assessment; and

ARIZONA TITLE INSURANCE CO.
1972-8-00 AM
DEC 7 1972-8-00 AM
I hereby certify that this instrument was recorded in full in the office of the County Recorder, Maricopa County, Arizona, on the 6th day of December, 1972, at 8:00 AM. Witness my hand and the seal of the County Recorder of Maricopa County, Arizona, this 6th day of December, 1972.
PAUL R. MCFARLANE, Maricopa County Recorder

WHEREAS, said Grantor hereby establishes by this Declaration a plan for the individual ownership of the real property-estates consisting of the area or space contained in each of the apartment units in said multifamily structures, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities".

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to-wit:

HALLCRAFT VILLAS EAST FIVE, according to the plat of record in Book 152 of Maps, page 43, records of Maricopa County, Arizona;

hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successor 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:

A. Subject to the provisions of Paragraph R. hereof, said Grantor, in order to establish a plan of condominium ownership for the above-described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:

1. The two hundred thirteen (213) separately designated and legally described freehold estates consisting

of the spaces or areas, being the area or space contained in the perimeter walls of each of the two hundred thirteen (13) apartment units in said multifamily structures constructed on said property, said spaces being defined, and referred to herein, as "apartment spaces".

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the common areas and facilities, which definition includes the multifamily structures and the property upon which they are located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, parking spaces, recreational areas and facilities, trees drives, pipes, wires, conduits, air conditioners and ducts, or other public utility lines.

Said condominium project will be developed in two (2) phases, as follows:

PHASE I

That portion of the Southeast quarter Section 19, Township 1 North, Range 4 East, Gila and Salt River Base and Meridian, more particular described as follows:

Commencing at the Southeast corner of said Section 19, thence, South 89°06'50" West, along the south line of said Southeast quarter Section 19, a distance of 2,073.74 feet, to the true point of beginning.

Thence, continuing along the south line of said Southeast quarter Section 19, South 89°06'50" West, a distance of 575.22 feet, to the South quarter corner of said Section 19:

Thence, North 00°34'10" West, along the west line of said Southeast quarter of Section 19, a distance of 571.38 feet, to a point;

Thence, North 89°06'50" East, a distance of 291.88 feet, to a point;

Thence, South 00°53'10" East, a distance of 23.00 feet, to a point;

Thence, North 89°06'50" East, a distance of 60.00 feet, to a point;

Thence, North 00°53'10" West, a distance of 38.20 feet, to a point;

Thence, North 89°06'50" East, a distance of 311.45 feet, to a point;

Thence, South 00°53'10" East, a distance of 536.56 feet, to a point;

Thence, South 89°06'50" West, a distance of 51.27 feet, to a point;

Thence, South 75°04'39" West, a distance of 41.23 feet, to a point;

Thence, South 00°53'10" East, a distance of 40.00 feet, to the south line of said Southeast quarter of Section 19, and the true point of beginning.

Containing 8.698 Acres, more or less;

on which Grantor proposes to construct 22 multifamily structures consisting of 5 apartment units each.

PHASE II

That portion of the Southeast quarter Section 19, Township 1 North, Range 4 East, Gila and Salt River Base and Meridian, more particularly described as follows:

Commencing at the South quarter corner of said Section 19, from which the Southeast corner of said Southeast quarter bears North $89^{\circ} 06' 50''$ East, a distance of 2,648.96 feet, thence, North $00^{\circ} 34' 10''$ West along the west line of said Southeast quarter Section 19, a distance of 571.38 feet, to the true point of beginning.

Thence, continuing along the west line of said Southeast quarter Section 19, North $00^{\circ} 34' 10''$ West a distance of 605.69 feet, to a point;
 Thence, North $89^{\circ} 09' 50''$ East, a distance of 659.98 feet, to a point;
 Thence, South $00^{\circ} 53' 10''$ East, a distance of 589.91 feet, to a point;
 Thence, South $89^{\circ} 06' 50''$ West, a distance of 311.45 feet, to a point;
 Thence, South $00^{\circ} 53' 10''$ East, a distance of 38.20 feet, to a point;
 Thence, South $09^{\circ} 06' 50''$ West, a distance of 60.00 feet, to a point;
 Thence, North $00^{\circ} 53' 10''$ West, a distance of 23.00 feet, to a point;
 Thence, South $89^{\circ} 06' 50''$ West, a distance of 291.88 feet, to the west line of said Southeast quarter Section 19, and the true point of beginning.

Containing 9.118 Acres, more or less;

on which Grantor proposes to construct 15 multifamily structures consisting of 5 apartment units each, and 7 multifamily structures consisting of 4 apartment units each.

B. For the purpose of this declaration, the ownership of each apartment space shall include the respective undivided interest in the common areas and facilities specified and established in Paragraph E hereof, and each apartment space together with the undivided interest as defined is hereinafter referred to as a "family unit".

C. A portion of the common areas and facilities is hereby set aside and allocated for the restricted use of the respective apartment spaces, as is hereinafter designated, and as shown on the condominium plat and survey attached hereto, and said areas shall be known as "restricted common areas and facilities".

D. The two hundred thirteen (213) apartment spaces herein established and which shall be individually conveyed may be described as follows:

Apartment Spaces 430 to 642 inclusive, HALLCRAFT VILLAS EAST FIVE Condominium, according to the plat of record in Book 152 of Maps, page 43 ~~xxxxxx~~ of the records of the County Recorder of Maricopa County, Arizona.

E. The undivided interest in the common areas and facilities hereby established, and which shall be conveyed with each respective apartment space, shall be that fraction in which the numerator is one (1) and the denominator is the total number of apartment spaces as finally established within the condominium project. The undivided interests in the common areas and facilities and the fee titles to the respective apartment spaces conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the apartment space.

F. The proportionate shares of the separate owners of the respective family units in the profits and common expenses of the common areas and facilities shall be the same as the fractional undivided interest established for each apartment space in Paragraph E. above, provided, however, that during the Phase I development of the condominium project the proportionate share of each owner of a family unit in the profits and common expenses of the common areas and facilities shall be 1/110th, and that during the Phase II development, said proportionate share shall be 1/213th.

G. The restricted common areas and facilities allocated for the restricted uses of the respective family units are the parking spaces shown on the attached condominium plat and survey, two of which parking spaces will be allocated to the respective family units by the Association.

H. That attached hereto and made a part hereof as Exhibit "A" is the recorded condominium plat and survey of Ballcraft Villas East Five Condominium, of record in Book 152 of Maps at page 43 ~~xxxxxx~~, records of Maricopa County, Arizona consisting of five (5) sheets as prepared by Coe & Van Loo Consulting Engineers, Inc., recorded the 8th day of August 1972.

The cubic content space of each multifamily structure, each apartment space and the restricted common areas and facilities, with reference to their location on the land, is fully set forth and described in the recorded condominium plat referred to above. All references to vertical dimensions made in this Declaration or on the recorded condominium plat shall be based upon elevation 1131.43 feet, which is the elevation of a benchmark located at a brass cap in the hand hole at the South quarter corner, Section 19.

I. There is hereby created a blanket easement upon, across, over and under the common areas and facilities, and restricted common areas and facilities, for ingress, egress, installation, replacing, repairing and maintaining all existing utilities including, but not limited to, water, sewers, gas, telephones and electricity. No additional utilities, including telephone lines, may be installed on said premises except as approved by the Association.

J. Said Grantor, its successors and assigns, by this declaration, and all future owners of the family units, by

their acceptance of their deeds, covenant and agree as follows:

1. That the common areas and facilities 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 operation and management of the condominium.
2. That the apartment spaces shall be occupied and used by the respective owners only as a private dwelling for the owner, his family tenants and social guests and for no other purpose.
3. The owner of the respective apartment spaces shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective apartment space, nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, except as tenants in common with the other family unit owners as heretofore provided in Paragraph E. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective apartment space, 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.
4. The owners of the respective apartment spaces agree that if any portion of the common areas and facilities encroaches upon the apartment spaces, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any multifamily structure is partially or totally destroyed, and then rebuilt, the owners of apartment spaces agree that minor encroachments of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

5. That the owner of a family unit shall automatically, upon becoming the owner of a family unit or units, be a member of the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
6. That the owners of family units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the Bylaws of the Association which are made a part hereof and attached as Exhibit "B".
7. That the Grantor and the owners of the family units covenant and agree, whenever a mortgage loan on any family unit owned by the Federal Home Loan Mortgage Corp. (herein called "FHLMC") is in effect, or during any time FHLMC is the owner of a family unit in the condominium or is obligated to place or insure a mortgage covering any family 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.
8. That failure of the owners of family units to comply with the provisions of this Declaration, the Bylaws, the decisions and resolutions of the Association, or the rules and regulations of FHLMC, as lawfully amended from time to time, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.
9. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the family units unanimously agree to such revocation or amendment by duly recorded instruments.
10. That no owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.

K. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental for the family unit, if so provided in the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

L. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the family units including such acquirer, his successor and assigns. As used in this Declaration, the term "mortgage" shall include "deed of trust", and "mortgagee" shall include the "beneficiary under a deed of trust".

M. The respective family units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the family unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective family units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws attached hereto.

N. In the event any multifamily structure subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition thereof shall be as provided by an agreement approved by 75% of the owners of the apartment units in such damaged or destroyed multifamily structure.

O. In a voluntary conveyance of a family unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for,

any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

P. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Bylaws, shall be deemed to be binding on all owners of family units, their successors and assigns.

Q. That the Board of Directors of the Association or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts pursuant to the requirements of FHLMC, and satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association; and that such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

R. Anything herein to the contrary notwithstanding, Grantor reserves the right to abandon the balance of the condominium project at completion of any phase of development. If, upon completion of any phase of development, Grantor elects to abandon the balance of the condominium project, this election shall be evidenced by a recorded amendment to this instrument executed by Grantor, setting out that phase or those phases of the condominium project which have been abandoned, and re-defining (in accordance with the applicable FHLMC Rules and Regulations) the real property which shall remain subject to this Declaration of Horizontal Property Regime, and the number of apartment spaces, the undivided interest of each apartment

space owner in the common areas and facilities, the restricted common areas and facilities, and the proportionate share of each family unit in the common profits and expenses therein.

Upon recordation of this amendment, the provisions of this Declaration of Horizontal Property Regime and Plan for Condominium Ownership and all rights and interests herein granted (including all interests which may be reflected on the recorded Condominium Plat and Survey) shall terminate as to the property specifically described in said amendment as having been abandoned and removed from the condominium project.

S. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and all Exhibits attached hereto; and said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association, the members of such Association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

T. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership," respectively.

IN WITNESS WHEREOF, this Declaration has been executed by the Grantor, by and through its officers thereunto duly authorized, as of the 6th day of December, 1972.

ARIZONA TITLE INSURANCE AND TRUST
COMPANY, as Trustee

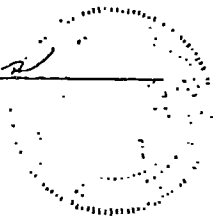
By Stanley J. Robinson
Assistant Vice-President

STATE OF ARIZONA)
County of Maricopa) ss.

On this 6th day of December, 1972, before me,
the undersigned officer, personally appeared STANLEY MATTHESEN,
Ass't Vice-President, of ARIZONA TITLE INSURANCE AND TRUST
COMPANY, a corporation, and that he, as such officer, being
authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation,
as Trustee, by himself as Ass't Vice-President.

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

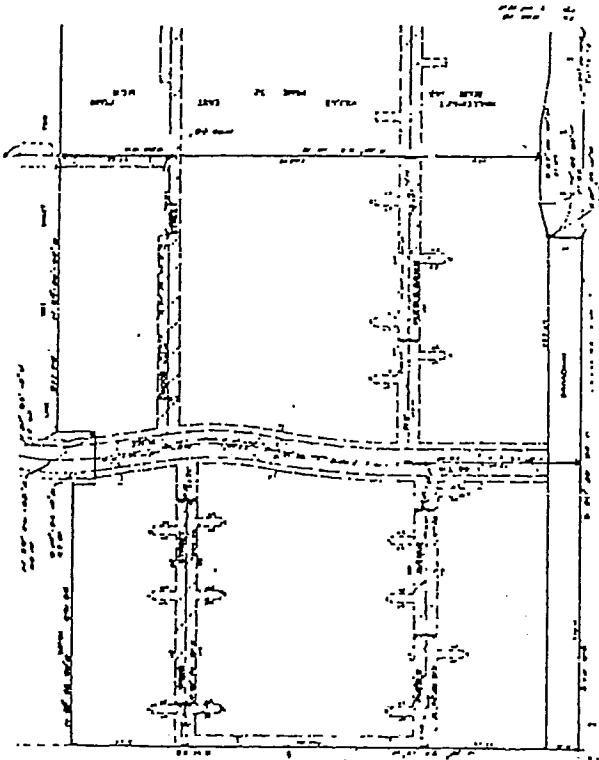
Mary K. Lorenson
Notary Public



My Commission Expires:
February 8, 1976

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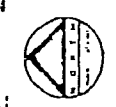
HALLCRAFT VILLAS EAST FIVE
PART OF THE S.E. 1/4 OF SECTION 10, T.14N., R.1E., S.33R.28E., MARICOPA COUNTY, ARIZONA.



ACKNOWLEDGMENT
I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office of the County Recorder of Maricopa County, Arizona, on this _____ day of _____, 19____.

CERTIFICATION
I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office of the County Recorder of Maricopa County, Arizona, on this _____ day of _____, 19____.

LEGEND
--- Proposed Building Footprint
--- Proposed Parking Area
--- Proposed Site Boundary



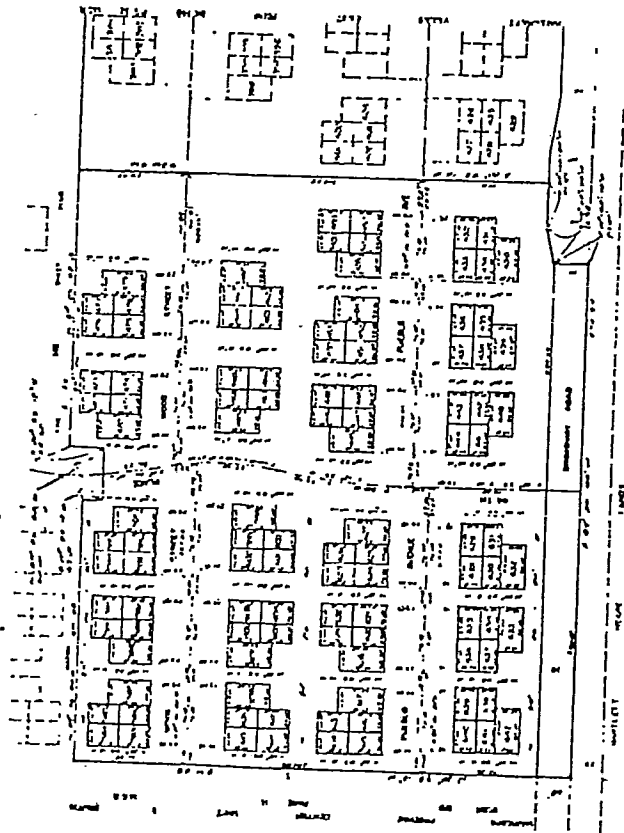
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HALLCRAFT VILLAS EAST FIVE

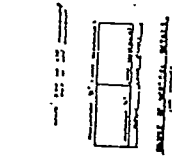
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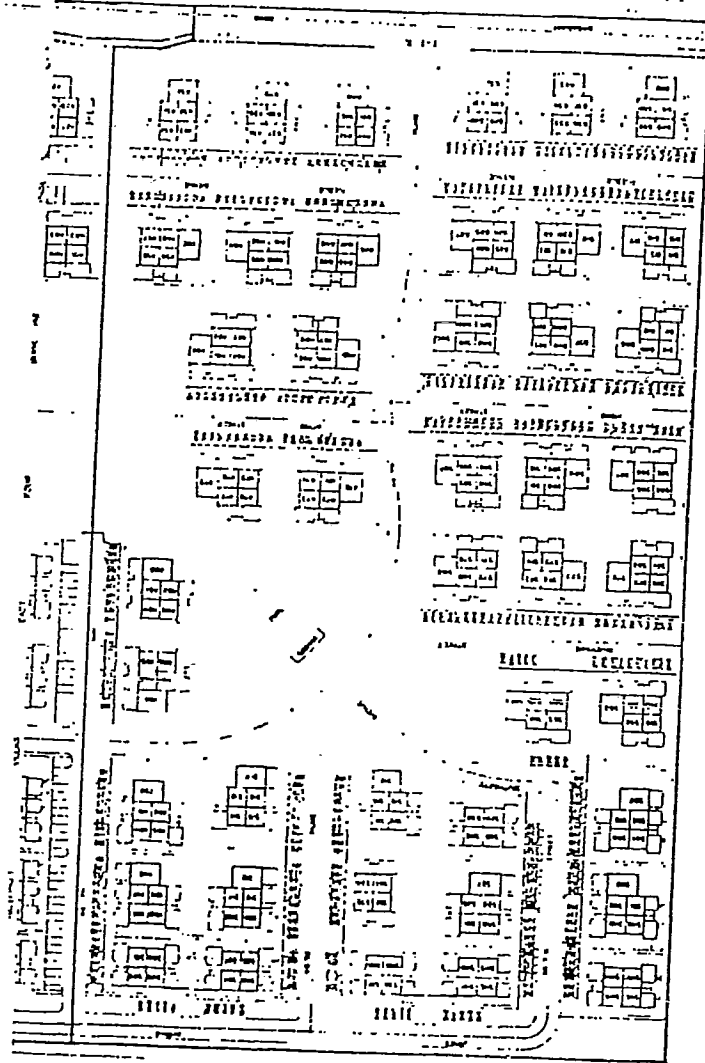
SCALE: AS SHOWN ON THE
PLAN OF THE PROJECT
DATE: 10/15/55
BY: [Signature]



152-63

HALLCRAFT VILLAS EAST FIVE

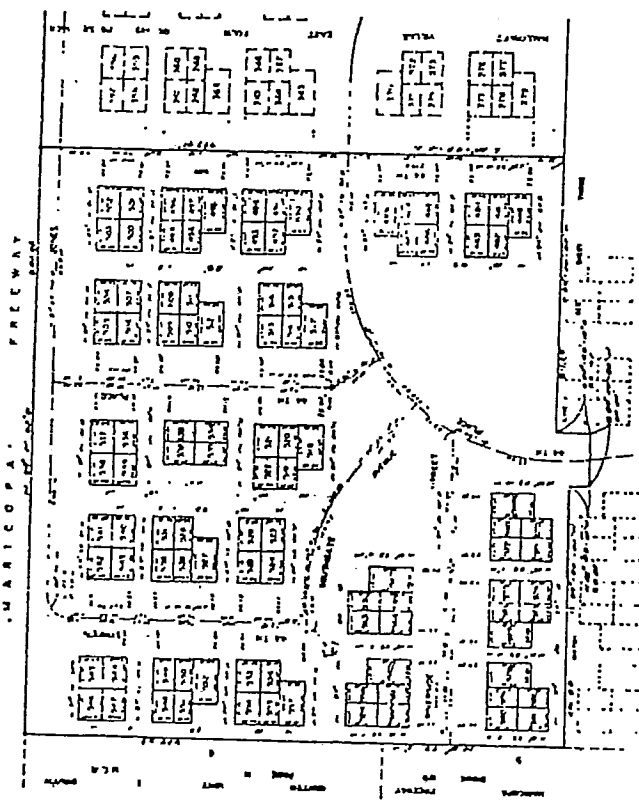
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HALLCRAFT VILLAGES EAST FIVE

INCORPORATED 1954



PEOPLE ELEVATION SCHEDULE

NO.	DATE	TIME	PERSONS
1	1/15/54	8:00 AM	100
2	1/15/54	9:00 AM	150
3	1/15/54	10:00 AM	200
4	1/15/54	11:00 AM	250
5	1/15/54	12:00 PM	300
6	1/15/54	1:00 PM	350
7	1/15/54	2:00 PM	400
8	1/15/54	3:00 PM	450
9	1/15/54	4:00 PM	500
10	1/15/54	5:00 PM	550
11	1/15/54	6:00 PM	600
12	1/15/54	7:00 PM	650
13	1/15/54	8:00 PM	700
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86	1/15/54	9:00 PM	4350
87	1/15/54	10:00 PM	4400
88	1/15/54	11:00 PM	4450
89	1/15/54	12:00 AM	4500
90	1/15/54	1:00 AM	4550
91	1/15/54	2:00 AM	4600
92	1/15/54	3:00 AM	4650
93	1/15/54	4:00 AM	4700
94	1/15/54	5:00 AM	4750
95	1/15/54	6:00 AM	4800
96	1/15/54	7:00 AM	4850
97	1/15/54	8:00 AM	4900
98	1/15/54	9:00 AM	4950
99	1/15/54	10:00 AM	5000
100	1/15/54	11:00 PM	5050



THIS PAGE WILL NOT REPRODUCE SATISFACTORILY