

When recorded, mail to:
Title Insurance Company
of Minnesota
3003 North Central Avenue
Phoenix, Arizona 85012
RE: Trust 1963 BG

41-000470
486

I do hereby certify that the within named instrument is
Docket 14284
WITNESS

BILL HENRY, Maricopa County Recorder, E.

CASA DE ORO TOWNHOMES

PROP. INSTR. 174

600

**DECLARATION OF SUBMITTING PROPERTY TO SUB-LOT P.A.D.
TOGETHER WITH COVENANTS, CONDITIONS AND RESTRICTIONS,
AND BY-LAWS**

This Declaration of Submitting Property to Sub-Lot P.A.D., together with Covenants, Conditions and Restrictions, hereinafter called "Declaration", and the By-Laws which are attached hereto as Appendix C and made a part hereof, are made and executed in Maricopa County, Arizona this 7th day of March, 1980, by Title Insurance Company of Minnesota, a Minnesota corporation, as Trustee, as record title holder, and Casa de Oro, an Arizona Joint Venture, hereinafter called Declarant.

WITNESSETH

WHEREAS, Declarant is sole owner of the following real property situated in the County of Maricopa, State of Arizona, as set forth in Appendix A, and made a part hereof by reference hereinafter sometimes called the "Land"; and

WHEREAS, Declarant desires to submit and subject the Land together with all improvements and other permanent fixtures of whatsoever kind thereof, and all rights and privileges belonging or in anywise appertaining thereto (hereinafter collectively sometimes called the "Property") to a Sub-Lot P.A.D. consisting of 22 lots as recorded in Book 220 of maps, page 48, Maricopa County Records.

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, certain easements and rights in, over and upon the Land and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their respective interests subject to the rights, easements, conditions, privileges in furtherance of a plan to promote and protect the cooperative aspects of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Declarant does hereby publish and declare that all of the Property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvements of the Property and the creation of individual townhouses, and shall be deemed to run with the Land and shall be a burden and benefit to the Declarant, its successor and assigns, and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns

1. Name of the Townhouse Property:

The name by which this Sub-Lot P.A.D. (townhouse property) shall be known and referred to herein is Casa de Oro Townhomes.

2. Definition:

Certain terms as used in this Declaration and in the By-Laws shall be defined as follows, unless the context clearly indicates a different meaning therefor:

(a) "Articles" shall mean the Articles of Incorporation of the Association which are or shall be filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

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(b) "Association" shall mean and refer to Casa de Oro Homeowner's Association, an Arizona non-profit corporation, its successors and assigns.

(c) "Board of Directors" shall mean the governing body of the Association, elected pursuant to Article II of the By-Laws.

(d) "Building" shall mean all structures erected or to be erected upon the Land.

(e) "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time.

(f) "Common Areas" shall be given the meaning found under subparagraph E of Section 3 of this Declaration.

(g) "Common Area Expenses" shall mean and include:

- (1) All sums assessed against the Owners by the Association;
- (2) Expenses of administration, maintenance, repair, or replacement of the Common Areas;
- (3) Expenses agreed upon as Common Area Expenses by the Association;
- (4) Expenses declared Common Area Expenses by the provisions of the Townhouse Act or this Declaration or By-Laws

(h) "Common Area Expense Fund" shall mean the separate account to be kept in accordance with the provisions of Section A(2) of Article VI of the By-Laws.

(i) "Townhouses" shall mean the entire estate in the Property, including the undivided interests in the Common Areas.

(j) "Declarant" shall mean Casa de Oro an Arizona Joint Venture, or any trustee or escrowee which may be designated by Casa de Oro.

(k) "Declaration" shall mean this instrument by which Casa de Oro Townhomes are established. Unofficial Document

(l) "Manager" shall mean the person or firm designated by the Board of Directors to manage the affairs of Casa de Oro Townhomes.

(m) "Mortgage" shall mean a deed of trust as well as a mortgage.

(n) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgage.

(o) "Property" or "Premises" shall mean the entire parcel of real property referred to in this Declaration (and fully described in Appendix A) to be divided into 22 townhouse lots.

(p) "Owner" shall mean any person with an ownership interest of record in a townhouse unit.

(r) The boundary lines of each townhouse unit shall be the boundaries shown on a foresaid plat.

3. Detailed Description:

A. Description of Land.

The land is located in Maricopa County, Arizona and is more particularly described in Appendix A.

The Casa de Oro Townhomes at present consist of twenty-two (22) lots located within the boundaries of the Land described in Appendix A hereto.

B. Description of Units.

The townhouse unit number and location of each townhouse unit are as set forth in the recorded Plat (which contains the legal description set forth in Appendix A) or Appendix B hereto and made a part hereof. Access to the Common Areas from each townhouse unit is direct from each unit and by walkways in the Common Areas.

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C. Elevation.

The elevation herein shall be based upon: brass cap on bridge, 7th Street over Arizona Canal, 29' West of Center, elevation 1238.38 per City of Phoenix datum.

D. Description of Common Areas.

The Common Areas of Casa de Oro Townhomes as shown herein consist of the Tennis Court, swimming pool, fences, and all facilities, equipment, or structures.

E. Percentage of Ownership in Common Areas.

Each townhouse unit shall include a one-twenty-second (1/22) interest in all of the Common Areas.

F. Maps

The maps which are recorded with the Recorder of Maricopa County are hereby incorporated in this Declaration.

G. Owner Parking.

Each townhouse unit shall have the exclusive use to two(2) attached vehicle parking spaces. The remaining spaces are visitor parking areas. SEE# 20.

H. Basis of Bearing.

The centerline of Seventh Street. bears North.

I. Tract Area.

Gross tract area is 4.40 ^{Unofficial Document} acres with a net area of 3.66 acres.

4. Statement of Purposes, Use and Restrictions:

The townhouse units and Common Areas shall be occupied, used and restricted as follows:

(a) An Owner's right and easement of enjoyment in and to the Common Areas shall not be conveyed, transferred, alienated, or encumbered separate and apart from an Owner's townhouse unit and such right and easement of enjoyment in and to the Common Areas shall be deemed to be conveyed transferred, alienated or encumbered upon the sale of any Owner's townhouse unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Areas.

(b) The Common Area shall remain undivided and no action for partition or division or any part thereof shall be permitted.

(c) An Owner shall not occupy or use his townhouse unit, or permit the same or any part thereof to be occupied or used, for any purpose other than for the personal use for dwelling purposes by the Owner and the Owner's family or the Owner's guests.

(d) No commercial business shall be permitted within the Property.

(e) There shall be no obstruction of the Common Areas.

(f) Nothing shall be done or kept in any townhouse unit or in the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his townhouse unit or in the Common Areas which will result in the cancellation of insurance of any townhouse unit or any part of the Common Areas, or which would be in violation of any law. No waste will be committed of the Common Areas.

(g) No sign of any kind shall be displayed in the public view or from any townhouse unit or from the Common Area without the prior written consent of the Board of Directors.

(h) No animals, livestock or poultry of any kind shall be raised bred, or kept in any townhouse unit or in the Common Areas, except that dogs cats or other household pets may be kept in the townhouse units, subject to rules and regulations adopted by the Board of Directors.

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(i) No noxious or offensive activity shall be carried on in any townhouse unit, in the Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

(j) Nothing shall be altered or constructed in or removed from the Common Areas, except upon the prior written consent of the Board of Directors.

(k) There shall be no violation of rules for the use of the Common Areas adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors is authorized to adopt such rules.

(l) None of the rights and obligations of the Owners created herein, or by the deeds conveying the townhouse unit, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(m) Declarant and persons it may select, shall have the right of ingress and egress over, upon and across the Common Areas and the right to store materials thereon and make such other use thereof as may be reasonable necessary incident to the sale of the townhouse unit and the operation of the townhouse units and Common Areas in connection with the overall development and sale of the Property.

(n) No Owner will be exempted from liability for assessments with respect to the Common Areas by waiver of the enjoyment of the rights to use the Common Areas or by abandonment of his townhouse unit or otherwise.

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5. Agent for Service of Process:

Until such time as Declarant voluntarily transfers the right and responsibility to elect a Board of Directors to the Owners, or such right evolves to the Owners through normal course as is provided in the Articles and By-Laws, the name and address of the person in Phoenix, Maricopa County, Arizona, for the service of notice or process in matters pertaining to the Property as provided under the Condominium Act is:

Michael L. Rubin
c/o Rubin, Rubin & Cronin
2525 First Federal Building
3003 North Central Avenue
Phoenix, Arizona 85012

Thereafter the person to receive service of notice or process shall be any member of the Board of Directors residing in Maricopa County, Arizona, as listed in the Affidavit filed with the Recorder of Maricopa County, Arizona.

6. Damage or Destruction; Sale:

In the event that any Building and/or other improvements on the property are damaged or destroyed by fire or other casualty or disaster, such Building and/or other improvements shall be promptly repaired, restored or reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction, with each townhouse unit and the Common Areas having the same vertical and horizontal boundaries. Such repairs, restoration or reconstruction shall be paid for out of any insurance proceeds received on account of the damage or destruction; provided, however, that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a Common Area Expense.

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Notwithstanding the foregoing, in the event that 75% or more of the townhouse units are destroyed and the Owners by an affirmative vote of at least 75% of the total voting power file notice with the Board of Directors within 90 days after such destruction that they do not desire that the townhouse units and Common Areas be reconstructed or restored, the Board of Directors shall record, with the Recorder of Maricopa County, Arizona, a notice setting forth such facts, and upon the recording of such notice:

(a) The Property shall be deemed to be owned in common by the Owners;

(b) The undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(c) Any liens affecting any of the townhouse units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Owner in the Property; and

(d) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale (the Property not being susceptible of fair partition without depreciating the value thereof), together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in proportion to their respective percentages of undivided interest in the Common Areas after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Owner.

Notwithstanding all other provisions of this Declaration, the Owners may by an affirmative vote of 75% of the total voting power at a meeting of the Owners duly called for such purpose, elect to sell or otherwise dispose of the Property, ^{Unofficial Document} and such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

7. Subdivision of Combination:

Except as this Declaration may be amended as provided herein and subject to the requirements of any applicable laws or regulations of governmental authorities, no subdivision or combination of any townhouse unit or townhouse units or of the Common Areas may be accomplished except pursuant to unanimous vote of the Owners at a meeting called for the notified purpose of consideration thereof or upon receipt by the Board of Directors of the written consent of all Owners. If so approved, any such subdivision or combination shall be ineffective for any purpose until recorded in compliance with all such laws and regulations. All expenses for such preparation and recording of the revised Declaration shall be borne by the persons requesting the same and shall not be a Common Area Expense of the Property.

8. By-Laws:

The By-Laws set forth in Appendix C hereof may be amended by an instrument in writing signed and acknowledged by Owners holding 75% of the total voting power, which amendment shall be effective upon recordation with the Recorder of Maricopa County, Arizona, as an amendment to the By-Laws.

9. Voting:

At any meeting of the Owners, each Owner, including Declarants either in person or by proxy, shall be entitled to cast a number of votes

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on behalf of his townhouse unit or townhouse units corresponding with the percentage of undivided interest in the Common Areas as determined under the provisions of the Articles. When there is more than one record Owner, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimitously in order to cast the votes to which they are entitled to vote with respect to any townhouse unit owned by them.

10. Notices:

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the U.S. Postal Service air mail, postage prepaid, addressed to each such person at the address given by such person to the Board of Directors for the purpose of service of such notice or to the townhouse unit of such person if no address has been given to the Board of Directors. Such address may be changed from time to time by notice in writing to the Board of Directors.

11. Rights and Duties of Lenders and Declarant:

Notwithstanding and prevailing over any other provisions of this Declaration, the Articles or By-Laws, or any rules, regulations of management agreements, the following provisions shall apply to and benefit each holder of a first mortgage or deed of trust upon a townhouse unit (called the first mortgagee) and the declarant:

(a) The first mortgagee shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, rule regulation, Association Articles of Incorporation or By-Laws, or Management Agreement, except for those matters which are enforceable by injunctive or other equitable actions, nor requiring the payment of money, except as hereinafter provided.

(b) During the pendency of any proceeding to foreclose the first mortgage, including any period of redemption, or the time period established under a Power of Sale under a Deed of Trust, the first mortgagee (or any receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the Owner of the encumbered townhouse unit, including, but not limited to the right to vote as a member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

(c) At such time as the first mortgagee shall become record owner of a lot and townhouse unit, said first mortgagee shall be subject to all of the terms and conditions of these Covenants, Conditions and Restrictions, including, but not limited to, the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner.

(d) The first mortgagee, or any other party acquiring title to an encumbered townhouse unit through foreclosure sale, Deed of Trust Power of Sale or through any equivalent proceedings such as, but not limited to, the taking of a deed in lieu of foreclosure shall acquire title to the encumbered townhouse unit free and clear

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of any lien created by or arising out of Article VI-B of the By-Laws which secures the payment of any assessment for charges accrued prior to the final conclusion of any such proceeding, except as follows: Any such unpaid assessment against the townhouse unit foreclosed against may be treated as an expense common to all of the townhouse units, which expense may be collected by a pro rata assessment of 1/40 of the total amount against each of the townhouse units, including the townhouse unit foreclosed against, and which pro rata assessment may be enforced as a lien against each townhouse unit in the manner provided for other assessments created pursuant to Article VI-B of the By-Laws. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the respective townhouse unit to the Association, and the Board of Directors shall use reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. There shall be a lien upon the interests of the first mortgagee or other party which acquires title to an encumbered unit by foreclosure suit, Deed of Trust Power of Sale proceedings, or by equivalent procedures for all assessments authorized by the By-Laws which accrue and are assessed after the date the acquirer has acquired title to the unit free and clear of any right of redemption.

(e) No amendment to this Section shall affect the rights of the holder of any such Mortgage or Deed of Trust recorded prior to the recordation of such amendment who does not join in the execution thereof.

(f) By subordination agreement executed by a majority of the Board of Directors, the benefits of paragraphs (a) through (d) above may be extended to Mortgagees not otherwise entitled thereto.

12. Exclusive Ownership and Possession by Owner:

Each Owner shall be entitled to exclusive ownership and possession of his townhouse unit. Unofficial Document Each Owner shall have an undivided interest and a right and easement of enjoyment in and to the Common Areas as set forth in Appendix B. Each Owner may use the Common Areas in accordance with the purposes for which they are intended, subject to the following provisions:

(a) as long as Owner does not hinder or encroach upon the lawful rights of other Owners.

(b) the right of the Association to charge reasonable fees for the use of any facility situated upon the Common Areas or for any other payment deemed appropriate by the Association; and

(c) the right of the Association to suspend the voting rights and right to use of the Common Areas and facilities by an Owner for any period during which any assessments levied against his townhouse unit remains unpaid, or for any infraction of this Declaration or the rules and regulations.

13. Certain Obligations of Owners:

Except for those portions (if any) which the Board of Directors is required to maintain and repair hereunder, each Owner shall at the Owner's expense keep the interior of his townhouse unit, its equipment, furniture and furnishings, and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his townhouse unit. In addition to decorating and keeping the interior of the townhouse unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, air conditioning equipment within his unit, lighting fixtures, refrigerators, carpeting and other furniture and furnishings that may be in or connected with the townhouse unit.

The Board of Directors shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in his townhouse unit.

The Owner shall promptly discharge any lien (other than Mortgage liens) which may hereinafter be filed against his townhouse unit.

14. Prohibition Against Structural Changes by Owner:

No Owner shall, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement or addition in or to his townhouse unit. No Owner shall do any act or work that will impair the structural soundness or integrity of the Buildings or safety of the Property or impair any easement or hereditament without the written consent of all Owners. No Owner shall paint or decorate any portion of the exterior of the Buildings or other Common Areas, without first obtaining written consent of the Board of Directors.

15. Entry for Repairs:

The Board of Directors or their authorized agents may enter any townhouse unit when necessary in connection with any maintenance, landscaping or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors out of the Common Area Expense Fund.

16. Failure to Insist on Strict Performance No Waiver:

The failure of the Owners or Board of Directors to insist, in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board of Directors of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

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17. Limitation of Board of Directors' Liability:

The Board of Directors shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person, or resulting from electricity, water or rain which may leak or flow from outside or from any parts of the Property, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by gross negligence of the Board of Directors. No diminution or abatement of Common Area Expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken to comply with any law, ordinance or order of a governmental authority.

18. Indemnification of Board of Directors' Members:

Each Member of the Board of Directors shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement as being for the best interests of

19. Insurance:

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided in the By-Laws and including insurance or such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhouse properties similar in construction, design and use. Such insurance shall be governed by the following provisions:

(a) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in, and the proceeds thereof payable to, the Board of Directors or its authorized representative as insurance trustee;

(b) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees;

(c) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time;

(d) Each Owner shall notify the Board of Directors of all improvements made by the Owner to his townhouse unit, the value of which is in excess of \$1,000.00;

(e) Any Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within 30 days after purchase of such insurance;

(f) The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

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(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective servants, agents and guests;

(2) That the master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect;

(3) That the master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(4) That any "no other insurance" clause in the master policy on the Property exclude individual Owners' policies from consideration;

(g) The annual insurance review which the Board of Directors is required to conduct as provided in Section 8(d) of Article II of the By-Laws shall include an appraisal of the improvements in the Property by a representative of the insurance agent writing the master policy.

20. Visitor Parking:

The Property has or will have open parking areas. Said areas shall be Common Areas not generally assigned to specific townhouse units. The Board of Directors is authorized to make such rules and regulations as may be required for the efficient and best use of such parking areas.

21. No Partition:

There shall be no judicial partition of the Property or any part thereof, nor shall any person ^{in any document} requiring any interest in the Property or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Section 6 of this Declaration in the case of damage or destruction or unless the Property has been removed from the provisions of the townhouse Act as provided in Section 33-556 of that Act; provided, however, that if any townhouse unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other townhouse unit.

22. Enforcement:

Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the rules, regulations and decisions issued pursuant thereto and as the same may be lawfully amended from time to time. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Owners, or in a property case, by an aggrieved Owner.

23. Personal Property:

The Board of Directors may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be held by the Owners in the same proportion as their respective undivided interests in the Common Areas, and shall not be transferrable except with a transfer of a townhouse unit. A transfer of a townhouse unit shall vest in the transferee ownership of the transferor's beneficial interest in such personal property.

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24. Interpretation:

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a townhouse property.

25. Amendment:

Except as otherwise provided herein and except as prohibited by the Townhouse Act, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by Owners holding 75% of the voting power, which amendment shall be effective upon recordation with the Recorder of Maricopa County; provided, however, that any amendment which alters the percentage of undivided interest in the Common Areas or voting rights shall require the approval of the Owners.

26. Completion of Sales by Declarant:

Until the sale of the townhouse unit closes escrow, Declarant, its successors and assigns are hereby given full right and authority to maintain on the property signs, sales and administration offices and model units, together with the rights of ingress and egress therefrom.

27. Severability:

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any other provision hereof.

28. Captions:

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Declaration or the intent of any provision hereof.

29. Law Controlling:

This Declaration and the By-Laws attached hereto shall be construed and controlled by and under the laws of the State of Arizona.

30. Effective Date:

This Declaration shall take effect when recorded with the Recorder of Maricopa County, Arizona.

31. Miscellaneous Provisions:

(a) The prior written approval of all holders of first mortgages shall be obtained for the following:

(1) the abandonment of the townhouse status of the project, except for abandonment provided by statute in case of substantial loss to the units and common areas;

(2) the partition or subdivision of any unit or of the common areas;

(3) Any material amendment to the Declaration or By-Laws, including but not limited to a change in the percentage interests of the unit owners.

(4) The decision by the Association to terminate any professional management thereof.

(b) Any lien of the Owners Association resulting from nonpayment of assessments shall be subordinate to the first mortgage lien.

(c) An adequate reserve fund for replacement of common area components shall be established, which shall be funded by monthly payments rather than by extraordinary special assessments. In addition, there shall be a working capital fund for the initial months' estimated common area charge for each unit.

(d) The Owners Association shall give the holders of first mortgages prompt notice of any default in the unit mortgagor's obligations under the townhouse documents not cured within 30 days of default.

(e) The holders of first mortgages shall have the right to examine the books and records of the Owners Association, to require annual reports and other financial data and to receive written notice of all Association mortgages and designate a representative to attend all such meetings.

(f) The Owners Association shall establish a reasonable method for dealing with any condemnation of the project, shall provide written notice to first mortgagees of any such proceedings and shall make provision so as not to disturb any mortgagee's first lien priority.

(g) The Owners Association shall have the right to maintain existing improvements regardless of any present or future encroachment of the common areas upon another unit.

(h) Each townhouse unit shall not be subject to any unreasonable restraints on alienation which would adversely affect the title or marketability of the unit, or the ability of the mortgage holder to foreclose its first mortgage lien and thereafter to sell or lease the mortgaged unit.

(i) Appropriate fidelity bond coverage shall be required for any person or entity handling funds of the Owners Association, including, but not limited to, employees of the professional managers.

(j) Any first mortgage shall constitute a first lien covering the fee simple estate or interest in the property.

(k) Any title insurance policy issued shall contain assurance that:

(1) FNMA's mortgage interest is a first lien on a unit in a townhouse created in compliance with applicable enabling statutes, and

(2) Real estate taxes are assessable and lienable only as against individual units together with their undivided interest in the common areas, and not as against the project as a whole.

(l) In the event of substantial damage to or destruction of any unit or any part of the common areas, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

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(m) With the exception of a lender in possession of a townhouse unit following a default in a first mortgage, a foreclosure proceeding or any deed of other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any owner to lease his unit.

(n) Control of the Owners Association will become vested in the Purchasers of the units within not more than 120 days after the completion of the transfer to purchasers of title to units representing 83.3% percent of the votes of all unit owners, exclusive of the votes of owners of units within any future expansion of the Project.

(o) Any management agreement for the Project will be terminable by the Owners Association for cause upon 30 days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

(p) Any Agreement of Sale shall provide for:

(1) any deposit made by the purchaser of a unit under the Agreement of Sale (hereinafter the "Purchaser") will be held in a special account segregated from the other funds of the seller of such unit under the Agreement of Sale (hereinafter called "Seller") or in an Escrow account maintained by a party not controlled by Seller; and

(2) the Purchaser will be required to acknowledge that he has received and read the drafts of the Declaration, By-Laws and Articles of Incorporation or equivalent document, if any; and

(3) no substantial changes shall be made to the Declaration, By-Laws and Articles of Incorporation or equivalent document, if any, prior to the closing of the sale of the unit without the prior written consent of the Purchaser; and

(4) an amount computed in accordance with Section 502.03b2(c) of the FNMA Conventional Home Mortgage Selling Contract Supplement will be paid by either the Purchaser or the Seller to the Owners Association as a contribution to the Association's initial working capital and reserves.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first above written.

CASA de ORO, an Arizona Joint Venture
BY HURST CONSTRUCTION, INC., an
Arizona corporation

By Its President

(#114284) 89

TITLE INSURANCE COMPANY OF MINNESOTA,
a Minnesota corporation, as Trustee

BY: *[Signature]*
Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 7th day of March, 1980, before me, the undersigned officer, personally appeared Timothy J. Hurst who acknowledged himself to be the President of Hurst Construction, Inc., an Arizona corporation, Joint Venturer of Casa De Oro, an Arizona Joint Venture, 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 by himself as such officer.

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

My Commission Expires: 6-6-82

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 11th day of March, 1980, before me, the undersigned officer, personally appeared Benny Gonzales who acknowledged himself to be the Trust Officer of Title Insurance Company of Minnesota, a Minnesota corporation, as Trustee, 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 such officer.

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

My Commission Expires: 6-6-82

[Signature]
Notary Public

APPENDIX A

Lots 1 through 22 inclusive and Tracts "A" through "E" inclusive, CASA DE ORO,
according to Book 220 of Maps, Page 48, records of Maricopa County, Arizona.

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MOD RSTI

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CASA DE ORO TOWNHOUSES

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions and By-Laws for Casa De Oro Townhouses is made this 26 day of OCTOBER, 1982 by the Homeowners Association of Casa De Oro.

A. ON MARCH 13, 1980, A Declaration of Covenants, Conditions and Restrictions and By-Laws for Casa De Oro Townhouses was recorded with the County Recorder of Maricopa County, Arizona in Docket 14284, at Pages 76 through 100, imposing certain Covenants, Conditions and Restrictions and By-Laws upon the following described real property located in Maricopa County, Arizona:

Lots 1 through 22, inclusive, and Tracts A through E, inclusive, Casa De Oro Townhouses, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona in Book 220 of Maps, Page 48.

NOW, THEREFORE, The Homeowners Association of Casa De Oro, pursuant to Section 25 of the Declaration, makes the following amendments to the Declaration:

1. Amend paragraph 2(f) by deleting it in its entirety and replacing said paragraph with the following:

(f) "Common areas" shall be given the meaning found under subparagraph D of Section 3 of this Declaration.

2. Amend Section 2(o) to continue after '22 Townhouse lots' as follows:

'and common areas as described in subparagraph D of Section 3 of this Declaration'.

3. Amend Section 2 to include a new paragraph (s) as follows:

(s) "Townhouse unit" shall mean each of the 22 lots as set forth in the recorded Plat (Appendix B) and all buildings and structures erected or to be erected on these lots.

4. Amend subparagraph D of Section 3 to read as follows:

The common areas of Casa De Oro Townhouses are defined as Tracts A through E inclusive as set forth in the recorded plat (Appendix B) as recorded in Book 220 of Maps, Page 48, Maricopa County Records.

5. Amend subparagraph G of Section 3 to read as follows:

Each townhouse unit shall have the exclusive use of two (2) attached vehicle parking spaces as part of the townhouse unit.

6. Amend subparagraph (c) of Section 4 to end at 'for dwelling purposes.' Thus deleting the remaining portion of the sentence 'by the owner and the owners family or owner's guests.'

7. Amend section 6 by deleting the second and all following paragraphs of this section, starting with the words 'Notwithstanding, the foregoing'...through the words 'necessary to effect the sale'.

8. Amend the first sentence of section 9 to read as follows:

At any meeting of the owners, each owner including Declarants, either in person or by proxy, shall be entitled to cast a number of votes on behalf of his townhouse unit or townhouse units corresponding with the number of townhouse units owned.

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9. Amend subparagraph (d) of Section 11 as follows:

Terminate the first sentence at the end of 'final conclusion of any such proceedings.', deleting the remainder of the sentence starting with the words 'except as follows' and ending with the words 'Article VI-B of the By-Laws'.

10. Amend subparagraph (f) of Section 11 by deleting this subparagraph in its entirety.

11. Amend subparagraph (c) of Section 12 by deleting it in its entirety and replacing this subparagraph (c) with the following:

- (c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his townhouse remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

12. Amend Section 13, by replacing Section 13 in its entirety with the following:

It shall be the responsibility of the Association to maintain the good working order and/or appearance, all the Common Areas as set forth in subparagraph D of Section 3 of this Declaration.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces. Also, trees, shrubs, grass, walks, and other exterior improvements in the front yard areas. Such exterior maintenance shall not include glass surfaces.

It shall be the owners' responsibility to maintain, at each owners' expense, the backyard of each townhouse unit including the interior surface of the fence which encloses the backyard of each townhouse unit.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

13. Amend Section 14 by deleting it in its entirety and replacing it with the following paragraph

14. Prohibition Against Structural Changes by Owners:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

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In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

- 14. Amend Section 15 by deleting the first sentence and replacing it with
The Board of Directors or their authorized agents may enter any townhouse unit when it is deemed that a bonafide emergency exists and entry to the townhouse unit is required to relieve that emergency.
- 15. Amend Section 17 by deleting from the first sentence the following phrase ' for any failure of any service to be obtained and paid for by the Board of Directors hereunder, or' such that the first sentence will now read ' The Board of Directors shall not be liable for injury or damage to person...etc'.
- 16. Amend Section 18 by completing the section with the words 'the Association'.
- 17. Amend Section 21 by deleting this section in its entirety.
- 18. Amend Section 22, first sentence by inserting the words 'any the Board of Directors' after the words 'each Owner' to make the first sentence read: 'Each Owner and the Board of Directors shall comply...etc'
- 19. Amend Section 22, second sentence by inserting the words 'an Owner' after the words 'maintainable by' to make the second sentence read: 'Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by an Owner, the Board of Directors...etc'
- 20. Amend Section 25 by deleting the words ' and except as prohibited by the Townhouse Act,
- 21. Amend Section 26 by adding an additional sentence as follows: This right and authority shall be reviewed by the Board of Directors in January 1984 and shall expire unless deemed appropriate to continue.
- 22. Amend Section 31(p)(3) by deleting 31(p)(3) in its entirety.

IN WITNESS WHEREOF, the Homeowners Association of CASA DE ORO has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for CASA DE ORO TOWNHOUSES on the day and year first above written.

HOMEOWNERS ASSOCIATION
 CASA DE ORO TOWNHOUSES
 BY Arthur G. Velazquez
 ITS President

ON THIS the 26 day of Oct, 1982, before me, the undersigned, personally appeared the Arthur G. Velazquez, of the Homeowners Association of Casa De Oro, and that he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself as such Officer.

IN WITNESS THEREOF, I hereunto set my hand and seal.

Harry Ong
 Notary Public

My commission expires:

 SPECIAL SEAL
 HARRY ONG
 Notary Public - Arizona
 Maricopa County
 My Comm. Expires Feb. 15, 1984

THE BY-LAWS OF CASA DE ORO ARE HEREBY AMENDED AS FOLLOWS:

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1. Amend Article IIE(3) by replacing Article IIE(3) in its entirety with the following paragraph:

(3) have the power to suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

2. Amend Article IIE(4) by deleting the following phrase from Article IIE(4):

'Horizontal Property Regime and'

3. Amend Article IIE(5)(h) by deleting Article IIE(5)(h) in its entirety and replacing it with the following:

Services required to maintain shall be the responsibility of the Association to maintain the good working order and/or appearance, all the Common Areas as set forth in subparagraph D of Section 3.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces. Also, trees, shrubs, grass, walks, and other exterior improvements in the front yard areas. Such exterior maintenance shall not include glass surfaces.

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It shall be the owners' responsibility to maintain, at each owners' expense, the backyard of each townhouse unit including the interior surface of the fence which encloses the backyard of each townhouse unit.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

4. Amend Article IIF by deleting Article IIF in its entirety.
5. Amend Article VI by deleting Article VI in its entirety and replacing Article VI with the following:

VI. Common Expense

- A. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and

DKT 16376 #1023

reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and other areas as designated in Article II of these By-Laws.
- C. Maximum Annual Assessment. Until January 1, 1983, the maximum annual assessment shall be nine-hundred/(\$900.00) per Lot.
- (a) From and after January 1, 1983, the maximum annual assessment may be increased each year not more than 12% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1983, the maximum annual assessment may be increased above 12% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, ^{an official document} assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- E. Notice and Quorum for Any Action Authorized Under Sections C and D. Written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- F. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- G. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for therein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment

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period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

I. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

6. Amend Article VIIA of the By-Laws by deleting Article VIIA in its entirety.

7. Amend Article X of the By-Laws ^{Unofficial Document} by deleting the following phrase:

'Townhouse Act and'

IN WITNESS WHEREOF, the Homeowners Association of CASA DE ORO has executed this Amendment to the By-Laws for CASA DE ORO TOWNHOUSES on the day and year first above written.

HOMEOWNERS ASSOCIATION
CASA DE ORO TOWNHOUSES

BY Arthur C. Lile
ITS PRESIDENT

ON THIS the 26th day of Dec, 1982, before me, the undersigned, personally appeared the Arthur C. Lile, of the Homeowners Association of CASA DE ORO, and that he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself as such Officer.

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

Harry Ong
Notary Public

My commission expires:



I VOTE YES TO AMEND THE COVENANTS, CONDITIONS AND RESTRICTIONS AND BY-LAWS OF CASA DE ORO TOWNHOMES AS SET FORTH IN THIS DOCUMENT.

OKT16376 #1025

TOWNHOUSE UNIT	OWNER (S)	SIGNATURE
1.	DONALD K & AMANDA A. CRAWFORD	<i>Donald K Crawford</i>
2.	TITLE INSURANCE COMPANY OF MINNESOTA, A MINNESOTA CORPORATION, AS TRUSTEE	<i>Title Ins Co of Minnesota</i>
3.	LEWIS P. AMES	<i>Lewis P Ames</i>
4.	MARY JANE TRUE	<i>Mary Jane True</i>
5.	ALAN C AND JANET M. NEWMAN	<i>Alan C Newman</i>
6.	P. EUGENE & NANCY K. MYERS	<i>P. Eugene Myers</i>
7.	VINCENT A. AND LYDIA WOELFEL	<i>Vincent A. Woelfel</i>
8.	LYNN G. LEVIN AND ROBERT GOLDMAN	<i>Lynn G. Levin</i>
9.	FLOYD CHARLES AND ESTHER ROGERS	<i>Floyd Charles & Esther Rogers</i>
10.	ARTHUR G. VILES	<i>Arthur G. Viles</i>
11.	LAWRENCE FRANCIS AND LILLIAN SCHURTZ	<i>Lawrence Francis Schurtz</i>
12.	GREGORY J. PATRAS	<i>Gregory J. Patras</i>
13.	WILLIAM E FELEY AND MARGUERITE MYERS	<i>William E Feley & Marguerite P. Myers</i>
14.	JUDITH G. GAGE	<i>Judith G. Gage</i>
15.	ARTHUR E AND ALMA R. BURNHAM	<i>Arthur E Burnham</i>
16.	TITLE INSURANCE COMPANY OF MINNESOTA, A MINNESOTA CORPORATION, AS TRUSTEE	<i>Title Ins Co of Minnesota</i>
17.	ROBERT H AND CHERYL ANNE SCHWARZ	<i>Robert H. Schwarz</i>
18.	MICHAEL B AND SELMA S. MORRIS	<i>Michael B. Morris</i>
19.	J. ALAN OTFUKI AND MARILYN J. KLEIN	<i>J. Alan Otfuki & Marilyn J. Klein</i>
20.	TITLE INSURANCE COMPANY OF MINNESOTA, A MINNESOTA CORPORATION, AS TRUSTEE	<i>Title Ins Co of Minnesota</i>
21.	ROBERT G AND SHIRLEY K. MC CARTHEY	<i>Robert G. Mc Carthey</i>
22.	HURST CONSTRUCTION, INCORPORATED, AN ARIZONA CORPORATION	<i>Hurst Construction Inc.</i>

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STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

Arthur G. Viles

16376

in Docket on Page 1019-1025

Witness my hand and official seal the day and year aforesaid.

Bill Henry
County Recorder
By HARRY ONG
Deputy Recorder

8201-10-N. 7th Street
Phoenix AZ 85020

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