

SCOTTSDALE APARTMENT
2627 E. Thomas Road
Phoenix, Arizona
Attention: Mr. Hulen

24-1958/ DKT 10293PE 130

STEWART TITLE & TRUST OF PHOENIX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

116,576

OF

CARIBBEAN GARDENS

THIS DECLARATION is made as of the 30th day of August, 1973, by THE SCOTTSDALE APARTMENT COMPANY, an Arizona limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the sole owner of that certain parcel of real property situated in the city of Phoenix, County of Maricopa, State of Arizona, described on Exhibit "A", which is attached hereto and by reference made a part hereof; and

WHEREAS, Declarant desires to submit and subject said property, together with all Buildings, improvements and other permanent fixtures thereon, and all rights and privileges belonging or pertaining thereto, to a horizontal property regime pursuant to Sections 33-551 through 33-561, Arizona Revised Statutes; and

WHEREAS, Declarant is further desirous of establishing 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 said premises 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 Apartment owners, and all other persons hereinafter acquiring any interest in said property, or any part thereof, shall at all time enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant, as the sole owner of the real estate hereinbefore described and for the purposes above set forth, declares as follows:

ARTICLE I

Definitions

As used herein, unless the context otherwise requires:

- 1.1 "Act" means Section 33-551 through 33-561, Arizona Revised Statutes.
- 1.2 "Association" means Caribbean Gardens Association, an Arizona non-profit corporation.
- 1.3 "Parcel" means the parcel or tract of real estate described in Exhibit "A", submitted to this horizontal property regime.

1.4 "Property" shall have the same meaning as set forth in Section 33-551, Arizona Revised Statutes, as related to the development which is the subject matter of this Declaration, together with all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit and enjoyment of the Apartment owners.

1.5 "Apartment" means a part of the Property, including one or more rooms situated in an Apartment Building comprising a part of the Property, designated or intended for independent use as a dwelling unit, as so specified on the plat of survey attached as Exhibit "B". Each Apartment shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on said Plat, and shall also include the patio and balcony areas identified with the Apartment by said Plat.

1.6 "Common Elements" means the "general common elements" as that term is defined in Section 33-551, Arizona Revised Statutes, together with the parking areas, yard areas, storage areas, swimming pool and swimming pool furniture and equipment, outside walks and driveways, landscaping, and all other portions of the Property except the Apartments.

1.7 "Owner" means the person holding fee simple ownership of an Apartment or the person who is a purchaser under a valid and outstanding recorded agreement of sale with respect to an Apartment.

1.8 "Plat" means the plat of survey of the Property and of all Apartments submitted to this horizontal regime, said Plat being in two pages, attached hereto as Exhibit "B" and recorded simultaneously with the recording of this Declaration.

1.9 "Building" means the Apartment Building or Apartment Buildings on the Parcel and forming part of the Property and containing the Apartments as shown by the surveys contained in the Plat.

ARTICLE II

Submission of the Property; Description of the Buildings, the Apartments and the General Common Elements

2.1 Declarant hereby submits and subjects the Property to a horizontal property regime (hereinafter, the "Regime") pursuant to Section 33-551 through 33-561, Arizona Revised Statutes, and does hereby declare that all of the Apartments shall be owned, leased, sold, conveyed and encumbered subject to the easements, restrictions, covenants, and conditions hereinafter set forth, such easements, restrictions, covenants, and conditions to run with the land, to constitute equitable servitudes and to be binding on and enforceable against all parties having or acquiring any right, title, or interest in the described Property or any part thereof, which such easements, covenants, restrictions, and conditions shall inure to the benefit of each owner or lessee thereof and their heirs, personal representatives, successors, and assigns.

2.2. The entire horizontal property regime shall be constituted of 40 Apartments and the Common Elements as described in the Plat.

2.3 A description of the cubic content space of the Buildings with reference to their location on the Parcel is set forth in the Plat. The upper horizontal boundary of each Building shall be the plane of the top elevation of the Buildings, as shown on the Plat, and the lower horizontal boundary shall be the plane of the base elevation of the Buildings, as shown on the Plat. The vertical boundaries shall be the exterior of the outside walls, except that where there are patios or balconies extending beyond the exterior of the outside walls the vertical boundaries shall be the plane of the outer edge of the patio or patios or balcony or balconies which extend outward farthest from the exterior wall of the Buildings, as shown on the Plat.

2.4 The cubic content of the space of each Apartment within a Building shall consist of, and be measured by, the entire space between the horizontal and vertical boundaries shown on the Plat for said Apartment.

2.5 A description of the Common Elements is the Property description referred to in subparagraph 2.2 hereof, less the descriptions referred to in subparagraph 2.4 hereof.

2.6 The designation of each Apartment and the percentage interest which each Apartment bears to the entire horizontal property regime, which percentage interest shall constitute the percentage interest in the Common Elements which is appurtenant to each such Apartment, shall be as set forth in Exhibit "C" annexed hereto and incorporated herein by reference.

ARTICLE III

Council of Co-Owners

3.1 The Association will be formed so as to constitute the "Council of Co-Owners", as that term is defined in Section 33-551, Arizona Revised Statutes, and to serve as the sole and exclusive governing body for all of the Owners for the maintenance, repair, replacement, administration and operation of the Common Elements, the assessment of expenses, payment of losses, disposition of hazard insurance proceeds, and other matters as provided in the Act and in the Declaration and in the Articles of Incorporation (hereinafter, the "Articles") and Bylaws (hereinafter, the "Bylaws") of the Association. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of the Declaration, the Articles and the Bylaws.

3.2 Each Owner shall be a member of the Association so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner and upon the

transfer of his ownership interest the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. In the event an Apartment is owned by two or more persons, as by joint-tenancy, tenancy in common, community property or otherwise, the membership in the Association as to each such Apartment shall be joint, and a single membership for such Apartment shall be carried in the names of all said Owners, and they shall designate in writing to the Association one among them who shall hold such 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 the Association shall make the designation. The aggregate number of votes for all members of the Association shall be 100 and shall be divided among the respective Owners in accordance with their respective percentage interest in the Common Elements as set forth in Exhibit "C".

3.3 Except for directors designated by Declarant, each director of the Board of Directors of the Association (hereinafter, the "Board") shall be a member of the Association as specified in subparagraph 3.2 above. If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant. Until such time as Declarant shall have conveyed all the Apartments, or at such sooner time as Declarant, in its sole discretion, may determine and decide to relinquish control of the Association to the Owners by giving such Owners written notice of its intention to do so, Declarant, acting through the first Board, shall have sole control of the Association, and no Owner shall be entitled to a vote.

3.4 The Common Elements shall be exclusively managed, operated, maintained and administered by the Association, acting through its Board, for the use and benefit of all Owners, and for such other purposes as determined from time to time by said Board. The Board shall have the exclusive right and power to establish and impose rules and regulations governing the use, maintenance and development of all and any part of the Common Elements, and any Owner, or any other person using any part of the Common Elements, shall abide by such rules and regulations.

3.5 The Association, acting through its Board, and subject to the terms and conditions of this Declaration and its Articles and Bylaws, may perform or cause to be performed, such repairs, maintenance and construction of improvements as it deems necessary with respect to the Common Elements, may enter into one or more contracts of service for the performance of such duties, shall develop, maintain, administer, and operate said Common Elements, and shall pay all real estate or personal property taxes which may be assessed against or levied upon the Association by virtue of the Common Elements and any improvements located or constructed thereon, and all premiums for hazard and public liability insurance (as more particularly described in subparagraph 3.6 below) together with other costs and expenses related to the management and maintenance thereof.

3.6 The Board, or its duly authorized agent, shall obtain insurance for the Common Elements against loss or damage by fire, or other hazards as the Board may deem desirable in an amount not less than 80% of the full insurable value of the Common Elements, and shall also obtain a broad form public liability policy covering the Common Elements in an amount not less than \$500,000. Premiums for such insurance shall be common expenses, and assessed and paid in accordance with subparagraph 4.3 below. All such insurance coverage shall name the Association as an insured. In the event of damage or destruction to the Common Elements by fire or other casualty, the Board shall, upon receipt of the insurance proceeds, contract to rebuild or restore such damaged or destroyed portions of the Common Elements to as good a 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. The Board shall contract with any licensed contractor for the repair, reconstruction or rebuilding of such destroyed improvements. In the event the insurance proceeds exceed the total cost of repair and reconstruction, such excess shall be paid over to the Owners in accordance with their respective percentage interests in the Common Elements. However, if additional funds are necessary to pay for the total cost of such repairs and reconstruction, assessments shall be levied against said Owners in the same proportion. Nothing contained herein shall prejudice the right of each Owner to insure his Apartment for his own benefit. It shall be the individual responsibility of each Owner to provide, as he may desire, hazard, homeowner's liability insurance, theft and other insurance covering his Apartment and personal property, whether or not such personalty is located in his Apartment or on a portion of the Common Elements.

ARTICLE IV

Common Elements; Use of Common Elements Common Expenses

4.1 Title to the Common Elements shall be vested in the Owners who, as among one another, shall own such Common Elements as tenants in common, with ownership of an undivided percentage interest in said Common Elements in accordance with their respective percentage interests in the Common Elements as set forth in Exhibit "C", provided, however, that no Owner shall exercise any right of partition with respect to his undivided percentage interest in said Common Elements, or bring any action for dissolution of the Association, so long as anyone of the restrictions or conditions stated in any part of Article III or this Article IV, remain in effect, it being agreed that these restrictions are necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Elements.

4.2 Each Owner shall have the right to use the Common Elements in common with all other Owners as may be required for the purposes of access and ingress and egress to, and use

and occupancy and enjoyment of, the respective Apartment owned by such Owner. Such right to use the Common Elements shall extend to each Owner and the agents, servants, tenants, family members and invitees of each Owner, provided, however, that Declarant, its successors and assigns, reserves the right to grant exclusive easements in and to those portions of the Common Elements identified in the Plat as parking and storage areas. Said easements shall not be personal to the grantee, but shall be appurtenant to and inseverable from ownership of the Apartment for the benefit of which such easements are conferred. The grant and creation of such easements for each Apartment shall take place in the first deed to be recorded from Declarant, its successors, or assigns, to a purchaser of an Apartment; and, upon the recordation of such deed, Declarant's right to further affect the use of the areas subject to the easements therein granted shall terminate. No single Apartment shall receive an exclusive easement in and to more than two parking stalls, or more than one storage unit, as such stalls and units are individually demarcated in the Plat.

4.3 Each Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformity with the Declaration, Articles and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including specifically, but not by way of limitation:

(a) The actual cost to the Association of all taxes (if any), utilities, repair, replacement, insurance, maintenance, operation and upkeep of the Common Elements, or any portion thereof;

(b) The actual cost of all utilities incurred in connection with the individual Apartments;

(c) The actual cost to the Association of such additional Common Elements as may from time to time be provided by the Association;

(d) The actual cost of all administrative, operating and other expenditures related to the operation of the Association or any services it may provide or seek to provide for the Owners;

(e) Such additional sums as the Board shall determine from time to time to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, taxes, utilities, administration and other charges as specified herein, including fire liability and other insurance premiums;

(f) Should the Board deem it in the best interests of the Owners to obtain a "master" insurance policy which insures each Apartment (exclusive of contents), as well as the Common Elements, against fire or other casualty, the total premiums of such policy shall be regarded and collected as common expenses;

(g) Such additional and other expenses relating to the Regime which Owners representing not less than 80% of the total interest in the Common Elements wish to assess and collect as common expenses.

Such proportionate share of the common expenses for each Owner shall be in the same ratio as his percentage of interest in the Common Elements. Payment of common expenses shall be in such amounts and at such times as determined in the manner provided in the Bylaws. If any Owner shall fail or refuse to make any such payments of common expenses when due, the amount thereof shall constitute a lien in favor of the Association against such Owner's Apartment, which lien may be perfected and enforced as provided in subparagraph 4.6 below.

4.5 Notwithstanding anything to the contrary contained herein, until such time as Declarant has turned over control of the Association to the Owners of Apartments as provided in subparagraph 3.3 above, Declarant shall not be assessed any sum, whether attributable to unsold Apartments still owned by Declarant, its assigns or successors, or otherwise; but the expense of maintaining and insuring the Common Elements for the period prior to the date control is so transferred shall be borne by Declarant to the extent provided in Article V, Section 9 of the Initial Bylaws of the Association.

4.6 Each Owner, by acceptance of a deed to his Apartment, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of the aforesaid assessments as a debt and to enforce the aforesaid lien in the manner provided herein, which such actions may be brought in the name of the Association; and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. In addition, the Association may make payments on any prior lien to that levied for assessments, including any mortgage or taxes on the Apartment and improvements located therein, and such payments shall be added to the lien in favor of the Association. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in such a foreclosure sale and to acquire and hold, lease, mortgage and convey the Apartment so purchased. No Owner may exempt himself from liability for his contribution to the common expenses and assessments by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Apartment. The lien provided for in this paragraph Section 33-993, Arizona Revised Statutes may be foreclosed by the Association in the same manner as provided by law for the foreclosure of real property mortgages.

ARTICLE V

Mortgages

5.1 Each Owner shall have the right, subject to the provisions hereof, to make separate mortgages and to enter into trust deeds for his respective Apartment. No Owner shall have the right or authority, however, to make or create or cause to be created any mortgage, or other lien or security interest, on or affecting the Property or any part thereof, except only to the extent of his Apartment and its appurtenant interest in the Common Elements.

ARTICLE VI

Condemnation

6.1 If a portion of the Common Elements should be taken by exercise of the power of eminent domain, or should be transferred and conveyed to a condemning authority in anticipation of such exercise, the entire award made as compensation for such taking, including but without limitation, any amount awarded as severance damages, or the entire amount received and paid in anticipation of such taking, after deducting therefrom in each case, reasonable and necessary costs and expenses, including, but without limitation, attorneys' fees, appraiser's fees and court costs, shall be paid to the Board, as trustee for all Owners and the Owners and holders of first mortgages and the beneficiaries under the Owners and holders of first mortgages and the beneficiaries under first trust deeds then encumbering the Apartments.

ARTICLE VII

Maintenance, Repairs, Alterations, Decorating

7.1 Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Apartment. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the common expenses, subject to the Bylaws and rules and regulations of the Association. If, due to the act or neglect of an Owner or a member of his family or household pet or guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Elements or to an Apartment or Apartments owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Owner shall pay for such damage and for such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by the Association's insurance. An authorized representative of the Board, or of the manager or managing agent of the Property, and all contractors and repairmen employed or engaged by the Board or such manager or managing agent, shall be entitled to reasonable access to each of the Apartments as may be required in connection with maintenance, repairs or replacements

of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Apartments and the Common Elements.

7.2 No alterations of any Common Elements or any additions or improvements thereto shall be made by any Owner without the prior written approval of the Board. Any Owner may make non-structural alterations within his Apartment, or any non-structural additions or improvements within such Apartment, without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Apartments, the Common Elements, or the Property, as the result of such alterations, additions or improvements. Where the cost exceeds \$5,000, there shall be no alterations or additions to the Building without the prior approval of 80% of the total ownership at a regular or special meeting of the members of the Association. Unless otherwise determined at a regular or special meeting, the cost of such alterations or additions shall be paid by means of a special assessment against the Owners in the proportion of their respective undivided percentage interests in the Common Elements. Such special assessments shall be secured by the lien provided for in Article IV of this Declaration.

7.3 Each Owner, at his own expense, shall furnish and be responsible for all of the decorating within his own Apartment including painting, wallpapering, washing, cleaning, paneling, floor covering, doors, draperies, window shades, curtains, lamps and other furniture and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces (extending to the middle) of the perimeter walls including patio and balcony walls, doors, floors and ceilings and the surfaces of the patio and balcony floors within his Apartment, and such Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association and each such Owner shall have the right to decorate such surfaces from time to time as he may see fit and at his sole expense. The interior and exterior surfaces of all doors, windows and glass doors (if any) forming part of a perimeter wall of an Apartment shall be cleaned or washed at the expense of each Owner.

ARTICLE VIII

Encroachments

8.1 If any portions of the Common Elements shall actually encroach upon any Apartment, or if any Apartment shall actually encroach upon any portion of the Common Elements, or if any Apartment shall actually encroach upon another Apartment, as the Common Elements and the Apartments are shown by the surveys comprising the Plat, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Owners involved to the extent of such encroachment so long as the same shall exist.

ARTICLE IX

Use and Occupancy Restrictions

9.1 No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed, except that Declarant reserves the right to maintain sales offices, model apartment units, and signs, on the property, together with rights of ingress and egress therefrom, until all Apartments shall have been sold and conveyed by Declarant. Each Apartment or any two or more adjoining Apartments used together shall be used as a single family residence or such other use as permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Apartments used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Apartments provided all expense of making such alterations is paid in full by the Owner.

9.2 The Common Elements shall be used only by the Owners residing therein, their guests and other authorized visitors and for such other purpose as are incidental to the residential use of the Apartments or such other purposes as may be approved by the Board.

ARTICLE X

Remedies

10.1 In the event of any default by any Owner under the provisions of the Act, this Declaration, the Bylaws, or the rules and regulations of the Association, the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Bylaws or said rules and regulations, or which may be available by law, and may prosecute any action or other proceedings against such defaulting Owner and others for enforcement or foreclosure of its lien and the appointment of a receiver for the Apartment without notice, without regard to the value of such Apartment or the solvency of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Apartment and to rent the Apartment and apply the funds received to payment of unpaid assessments and interest accrued thereon, and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies or for any other relief. The proceeds of any such judicial sale shall first be paid to discharge court costs, other litigation costs including, but without limitation, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Owner. Upon the confirmation of the sale, the purchasers thereupon shall be entitled to a deed to the Apartment and to immediate possession of the Apartment and may apply

to the court for a writ of restitution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of 8 percent per annum until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the common expenses and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Apartment of such defaulting Owner and upon all of his additions and improvements thereof. In the event of any such default by any Owner, the Board, or its managing agent if so authorized by the Board, shall have the authority, but not the obligation to correct such default and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner and such assessment shall constitute a lien against the defaulting Owner's Apartment. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. The liens provided for in this paragraph shall be perfected and foreclosed in the same manner as the lien provided for in Article IV of this Declaration.

10.2 If any Owner (either by his conduct or by the conduct of any other Occupant of his Apartment) shall violate any of the provisions of this Declaration or the Bylaws or the rules and regulations, as then in effect, and such violation shall continue for ten days after notice in writing from the Board, or shall occur repeatedly during any ten-day period after written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Owner or occupant for a judgment or injunction against the Owner or occupant requiring compliance with the provisions of this Declaration or the Bylaws or the rules and regulations, and granting other appropriate relief including money damages. Anything to the contrary herein notwithstanding, any breach of any of the covenants, restrictions, reservations, conditions and servitudes provided for in this Declaration, or any right to re-entry by reason thereof, shall not defeat or adversely affect the lien of any mortgage or deed of trust made in good faith and for value upon any Apartment and its appurtenant undivided percentage interest in the Common Elements, but except as herein specifically provided, each and all of said covenants, restrictions, reservations, conditions and servitudes shall be binding upon and effective against any lessee or Owner of an Apartment whose title thereto is acquired by foreclosure, trustee's sale, sale, deed in lieu of foreclosure or otherwise.

ARTICLE XI

Amendment

11.1 The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Owners representing not less than 80% of the total interest in the Common Elements and acknowledged. Such change, modification or rescission shall become effective upon recording.

11.2 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 more accurately to describe the boundaries of the Apartment), or in the percentage interest which each Apartment bears in the entire horizontal property regime.

ARTICLE XII

Miscellaneous

12.1 Notices provided for in this Declaration or the Bylaws shall be in writing and shall be addressed to the Association or the Board or any Owner, as the case may be, at 1901 East Missouri, Phoenix, Arizona 85014. The Association or the Board may designate a different address or addresses for notices to them respectively by giving written notice of such change of address to all Owners at such time. Any Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

12.2 If any provision of this Declaration or the Bylaws or the rules and regulations, or any section, clause, or sentence, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and Bylaws, or the rules and regulations, and the application of any such provision, section, clause, or sentence in any other circumstances, shall not be affected thereby and remainder of this Declaration or Bylaws, or the rules and regulations, shall be construed as if such invalid part were never included therein.

12.3 If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until 21 years after the death of the survivor of the now living descendants of any members of the initial Board.

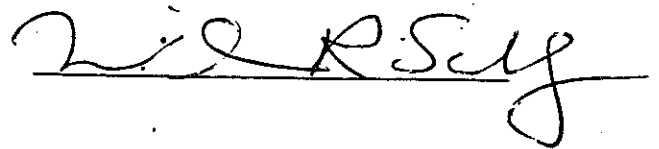
12.4 Each grantee of Declarant, by the acceptance of a deed of conveyance, or each purchaser under any agreement of sale, accepts the same subject to all restrictions, conditions,

covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated in full in each and every deed of conveyance or purchase contract.

IN WITNESS WHEREOF, THE SCOTTSDALE APARTMENT COMPANY, an Arizona limited partnership, has caused this Declaration to be duly executed this 30th day of August, 1973.

THE SCOTTSDALE APARTMENT COMPANY
an Arizona limited partnership


By: GENERAL PARTNER
William R. Schulz



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the 30th day of August, 1973, before me, personally appeared WILLIAM R. SCHULZ, who acknowledged himself to be a General Partner of THE SCOTTSDALE APARTMENT COMPANY, an Arizona limited partnership, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as General Partner.

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


(Notary Public)

My commission expires:
My Commission Expires June 11, 1975

EXHIBIT A

The West 416 feet of the North half of Lot One (1), ADAMS AND GRAHAM SUBDIVISION, of the Southwest quarter of Section Fifteen (15), Township Two (2) North, Range Three (3) East of the Gila and Salt River Base and Meridian, lying within the corporate limits of the City of Phoenix, according to the plat of record in the office of the Maricopa County Recorder in Book 2 of Maps, page 1.

EXHIBIT C

Apartment No.

101 - Three bedroom	.0263
102 - " "	.0263
103 - " "	.0263
104 - " "	.0263
105 - " "	.0263
106 - " "	.0263
107 - " "	.0263
108 - " "	.0263
201 - " "	.0263
202 - " "	.0263
204 - " "	.0263
205 - " "	.0263
206 - " "	.0263
207 - " "	.0263
208 - " "	.0263

TOTAL = 15 three bedrooms

109 - Two bedroom	.0237
110 - " "	.0237
111 - " "	.0237
112 - " "	.0237
114 - " "	.0237
115 - " "	.0237
116 - " "	.0237
117 - " "	.0237
118 - " "	.0237

Two Bedrooms cont'dApartment No.

119 - Two bedroom	.0237
120 - " "	.0237
121 - " "	.0237
209 - " "	.0237
210 - " "	.0237
211 - " "	.0237
212 - " "	.0237
214 - " "	.0237
215 - " "	.0237
216 - " "	.0237
217 - " "	.0237
218 - " "	.0237
219 - " "	.0237
220 - " "	.0237
221 - " "	.0237

TOTAL = 24 two bedrooms

203 - Three bedroom- with den	.0367
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TOTAL = 1 three bedroom w/den

FOR EXHIBIT "B"

AS REFERRED TO IN ARTICLE 1.5 on PAGE 2 OF THIS INSTRUMENT.

SEE PLAT BOOK 165 PAGE 35

SHEETS 1 & 2 .

STATE OF ARIZONA }
County of Maricopa } ss

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

STEWART TITLE & TRUST

AUG 31 1973 -2²⁵

in Docket 10293
on page 130-146

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

Paul A. Marston
County Recorder

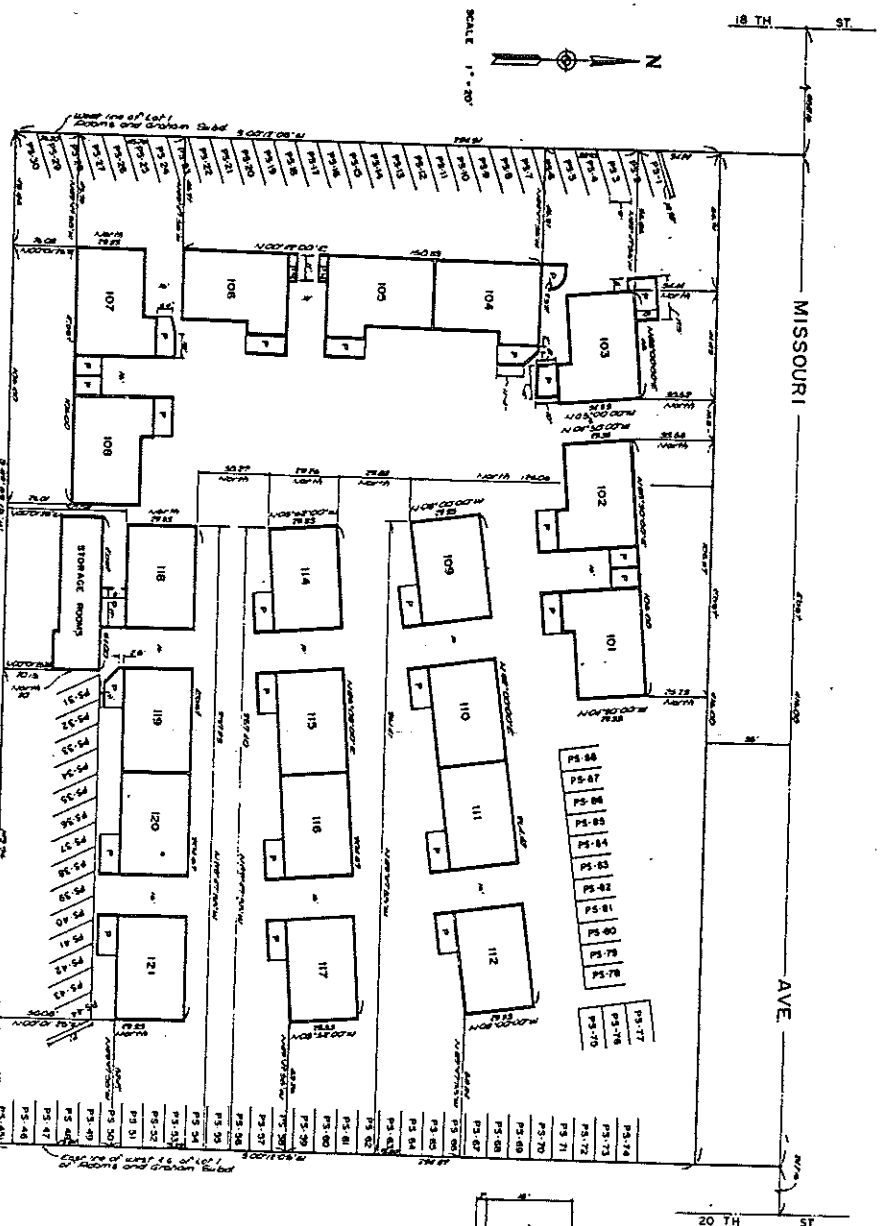
By *Carly Ong*
Deputy Recorder

8.00

CARIBBEAN GARDENS

A 40 UNIT CONDOMINIUM OF PART OF THE ADAMS AND GRAHAM SUBDIVISION PART OF THE SW 1/4 OF SECTION 13, T2N, R3E, GORRBM MARICOPA COUNTY, ARIZONA

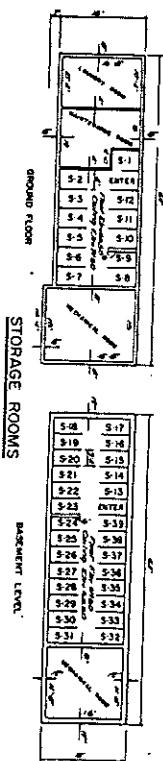
EXHIBIT "B" SHEET 1



ELEVATORS			
APARTMENT NO.	FLOOR	CEILING	FINISH
100	100	100	100
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
110	110	110	110
111	111	111	111
112	112	112	112
113	113	113	113
114	114	114	114
115	115	115	115
116	116	116	116
117	117	117	117
118	118	118	118
119	119	119	119
120	120	120	120
121	121	121	121

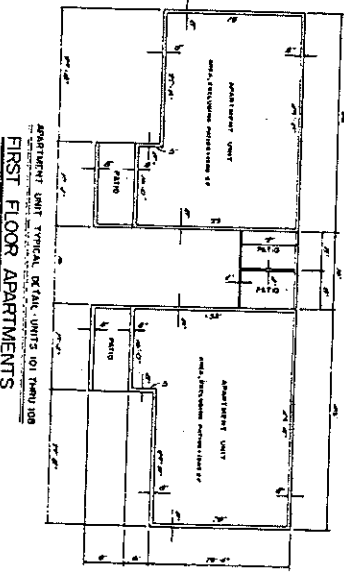
ELEVATORS			
APARTMENT NO.	FLOOR	CEILING	FINISH
100	100	100	100
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
110	110	110	110
111	111	111	111
112	112	112	112
113	113	113	113
114	114	114	114
115	115	115	115
116	116	116	116
117	117	117	117
118	118	118	118
119	119	119	119
120	120	120	120
121	121	121	121

FIRST FLOOR APARTMENTS



- LEGEND**
1. Unit numbers, "apartment" and "unit" are interchangeable terms and include the apartment, the building or the entire development. The "apartment" unit number shall include the apartment, the building or the entire development. The "unit" number shall include the apartment, the building or the entire development.
 2. The boundary lines of each unit shall be shown on the interior finish surfaces of the floor, ceiling and walls.
 3. The boundary lines of each parking space and each storage space shall be shown on the interior finish surfaces of the floor, ceiling and walls.
 4. All dimensions to vertical dimensions in the drawings shall be measured from a fixed datum or from the top of the slab corner intersection dimension line, and all horizontal dimensions shall be measured from the corner intersection of the datum lines.
 5. All dimensions to horizontal dimensions in the drawings shall be measured from a fixed datum or from the top of the slab corner intersection dimension line, and all horizontal dimensions shall be measured from the corner intersection of the datum lines.
 6. The boundary lines of each parking space and each storage space shall be shown on the interior finish surfaces of the floor, ceiling and walls.
 7. The boundary lines of each parking space and each storage space shall be shown on the interior finish surfaces of the floor, ceiling and walls.
 8. The boundary lines of each parking space and each storage space shall be shown on the interior finish surfaces of the floor, ceiling and walls.
 9. The boundary lines of each parking space and each storage space shall be shown on the interior finish surfaces of the floor, ceiling and walls.
 10. The boundary lines of each parking space and each storage space shall be shown on the interior finish surfaces of the floor, ceiling and walls.

AMERICAN ENGINEERING CO. ARIZONA

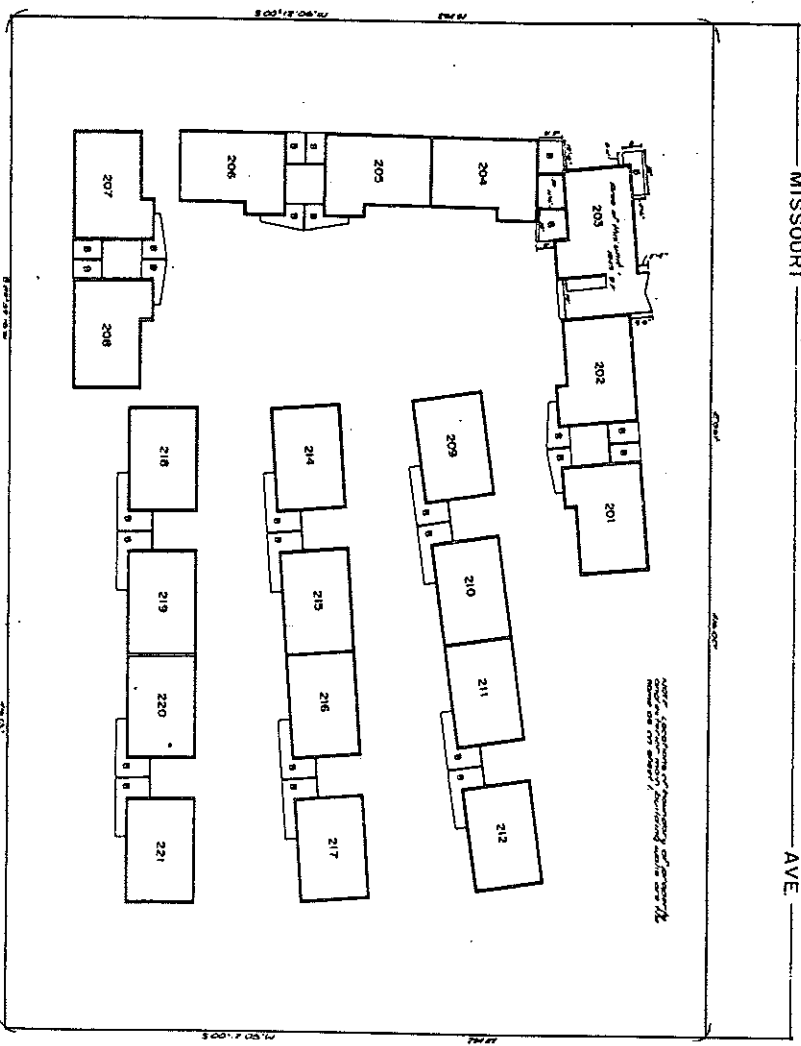


SHEET 1 OF 2

CARIBBEAN GARDENS

EXHIBIT "B" SHEET 2

MISSOURI AVE



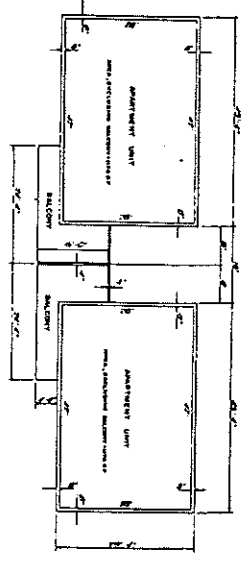
SECOND FLOOR APARTMENTS

APARTMENT NO.	ELEVATIONS		BALCONY	
	FLOOR	CEILING	FLOOR	CEILING
201	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
202	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
203	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
204	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
205	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
206	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
207	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
208	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"

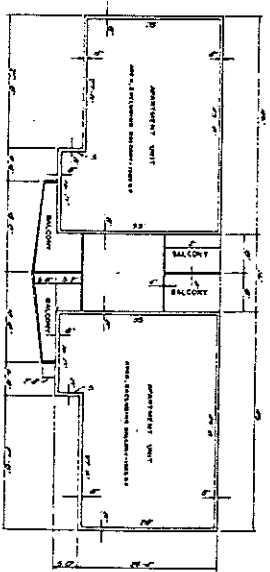
APARTMENT NO.	ELEVATIONS		BALCONY	
	FLOOR	CEILING	FLOOR	CEILING
209	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
210	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
211	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
212	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
213	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
214	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
215	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
216	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
217	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
218	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
219	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
220	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"
221	11'8 1/2"	10'8 1/2"	11'8 1/2"	10'8 1/2"



AMERICAN ENGINEERING CO.
PHOENIX, ARIZONA



APARTMENT UNIT TYPICAL DETAIL, UNITS 207THRU 221
SECOND FLOOR APARTMENTS



APARTMENT UNIT TYPICAL DETAIL, UNITS 200THRU 206
SECOND FLOOR APARTMENTS

UNIT

STORAGE UNIT

PARKING STALLS

3 Bedroom + Den

#203

37

7 & 8

3 Bedroom

101
201
102
202
103
104
204
105
205
106
206
107
207
108
208

21
11
40
19
23
24
22
25
7
26
17
2
8
28
20

1 & 2
67 & 68
5 & 6
3 & 4
9 & 10
13 & 14
11 & 12
15 & 16
17 & 18
21 & 22
19 & 20
25 & 26
23 & 24
29 & 30
27 & 28

2 Bedroom

#109
209
110
210
111
211
112
212
114
214
115
215
116
216
117
217
118
218
119
219
120
220
121
221

29
33
30
38
27
31
1
12
9
16
34
36
35
14
15
4
13
6
39
18
10
3
5
32

65 & 66
71 & 72
77 & 76
87 & 88
75 & 76
69 & 70
73 & 74
63 & 64
31 & 32
59 & 60
57 & 58
35 & 36
53 & 54
51 & 52
49 & 50
61 & 62
47 & 48
33 & 34
55 & 56
45 & 46
41 & 42
37 & 38
39 & 40
43 & 44

NOTE: I HAD ORDERED TO ASSIGN STORAGE UNITS & PARKING STALLS ON ORIGINAL DEEDS BUT WAS NEVER RECORDED AS NO CCERS.

327305 ✓

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



AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CARIBBEAN GARDENS
(A Horizontal Property Regime)

In Docket 13876
on page 315-351
Witness my hand and official seal the day and year aforesaid.
BILL HENRY

MOD RSTR

County Recorder
By *[Signature]*
Deputy Recorder

RECITALS:

WHEREAS, CARIBBEAN GARDENS, is a Horizontal Property Regime established by plat recorded at Book _____ of Maps, pages _____ and _____ thereof, County Recorder's Office for Maricopa County, Arizona, and

19.00

WHEREAS, in establishing said CARIBBEAN GARDENS as a Horizontal Property Regime there was simultaneously recorded against the real property covered thereby a Certain Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration"), which Declaration was dated August 30, 1973 and recorded at Docket 10293, pages 130-146, inclusive, Maricopa County Recorder's Office, and

WHEREAS, as set forth in said Declaration, CARIBBEAN GARDENS ASSOCIATION, an Arizona nonprofit corporation, is the council of owners for CARIBBEAN GARDENS, and said association, among other powers, is authorized by the Declaration to administer the provisions thereof insofar as said Declaration effects the condominium "Units" (as said term is defined in the Declaration) subject thereof, and

WHEREAS, Article XI of said Declaration provides that the Declaration may be changed or modified by an instrument in writing setting such forth such change or modification, signed by owners of units representing not less than eighty per cent (80%) of the total interest in the Common Elements of CARIBBEAN

GARDENS.

NOW, THEREFORE, the undersigned, acting on behalf of CARIBBEAN GARDENS ASSOCIATION, as its President and Secretary, respectively, hereby certify that said Declaration has been amended as set forth below, and further certify that those persons whose signatures appear on Group Exhibit "A" attached hereto and incorporated herein by reference, represent ownership of no less than eighty per cent (80%) of the Common Elements for CARIBBEAN GARDENS, and further certify that each of said signatories are the respective owners of those condominium units in CARIBBEAN GARDENS so noted above their respective signatures appearing on the individual pages of said Group Exhibit "A":

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CARIBBEAN GARDENS:

CHILDREN: Non-adults (those who have not attained their eighteenth birthday) are not permitted permanent residence although they are welcomed as guests for reasonable periods of time. This restriction also applies to units rented or leased by owners. Owners presently with children are excluded from this Amendment.

As provided in the Declaration, the foregoing Amendment shall be effective upon the recording of this instrument with the Maricopa County Recorder's Office.

DATED as of this 8th day of August, 1979.

CARIBBEAN GARDENS ASSOCIATION

By Margaret K. Sperkus

President or Acting President

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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2003-0412684 04/02/03 16:19
1 OF 1

AL4122

WHEN RECORDED, RETURN TO:

Beth Mulcahy
Mulcahy Law Firm, P.C.
3003 North Central Avenue, Suite 1200
Phoenix, Arizona 85012
(602) 241-1093

**SECOND AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CARIBBEAN GARDENS**

This Second Amendment ("Amendment") to the Declaration of Covenants, Conditions and Restrictions of Caribbean Gardens is made as of this 2nd day of *April*, 2003, by the Caribbean Gardens Association ("Association"), an Arizona non-profit corporation.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions (the "Declaration") was recorded at Docket Number 10293, Pages 130 to 146, and amended at Docket 13876, Pages 515 to 516, records of Maricopa County, Arizona, subjecting the real property described in the Declaration to a horizontal property regime.

B. Article XI, Section 11.1 of the Declaration provides that the Declaration may be amended by an instrument in writing setting forth such change, modification or rescission, signed by the Owners representing not less than eighty percent (80%) of the total interest in the Common Elements and acknowledged.

C. The Board of Directors of the Association proposed to the members that the

Declaration be amended. The amendment proposed by the Board of Directors was adopted and approved by an instrument in writing setting forth such change, modification or rescission, signed by the Owners representing not less than eighty percent (80%) of the total interest in the Common Elements and acknowledged.

NOW, THEREFORE, the Declaration is amended as follows:

1. Add Article XIII to the Association's Declaration - Article XIII, Leasing:

"No owner of a Unit shall rent or lease such Unit, provided that any owner or any heir or relative of an owner, as of the date of adoption of this provision may continue renting or leasing his/her/their/its Unit, except that such right to rent or lease the Unit shall terminate upon the sale of the Unit by the person(s) who are owners at the time of adoption of this provision.

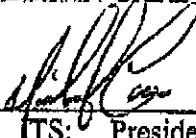
Each owner of a Unit that is being rented or leased shall provide the Board of Directors with documentation of each such existing tenancy within thirty (30) days of adoption of this provision or the date of commencement of the tenancy, whichever is earlier, and thereafter with documentation of each new tenancy within thirty (30) days of commencement of each such tenancy. Such documentation shall include the names and telephone numbers of the tenants and the term of the tenancy. It shall be the responsibility of the owner(s) to provide the tenants with current copies of the Declaration of Covenants, Conditions and Restrictions (as amended), By-Laws and Rules and Regulations and amendments thereto.

The Board of Directors may permit a Unit owner to lease his/her Unit for a reasonable period of time whenever, in its opinion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause."

2. Delete the words "leased" and "or lessee" from Article II, Section 2.1.
3. Delete the word "tenants" from Article IV, Section 4.2.
4. Delete the word "lessee" from Article X, Section 10.2.

5. Delete the second sentence - "This restriction also applies to units rented or leased by owners." - from the Amendment to Declaration of Covenants, Conditions and Restrictions dated August 8, 1979.
6. The terms used in this Amendment without definition shall have the same meanings given to such terms in the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended).
7. By attesting to this Amendment, the undersigned certifies that the amendments to the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended) set forth in this Amendment were properly adopted by the Members of the Association in accordance with the requirements of the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended).
8. Except as expressly amended by this Amendment, the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended) shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment and the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended), this Amendment shall prevail.

CARIBBEAN GARDENS ASSOCIATION

BY:  MICHAEL CARR
(TS: President

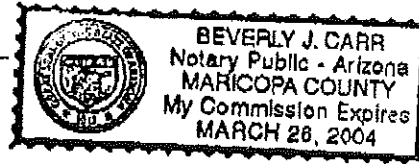
ATTESTED BY: 
(TS: Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by Michael Carr, the President of the Caribbean Gardens Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: Beverly Carr

My Commission Expires: _____

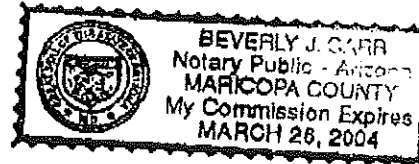


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by Mary K. Buchanan, the Secretary of the Caribbean Gardens Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: Beverly Carr

My Commission Expires: _____



NOT A
LEGAL



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2004-1525695 12/28/04 12:09
1 OF 1

DELROSSOR

When recorded return to:

Beth Mulcahy, Esq.
Mulcahy Law Firm, P.C.
1232 East Missouri Avenue
Phoenix, Arizona 85014

THIRD AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CARIBBEAN GARDENS

This Third Amendment ("Amendment") to the Declaration of Covenants, Conditions and Restrictions of Caribbean Gardens is made this 27th of December, 2004, by Caribbean Gardens Association ("Association"), an Arizona non-profit corporation.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Caribbean Gardens (the "Declaration") was recorded at Docket Number 10293, Pages 130 to 146, and amended at Docket 13876, Pages 515 to 516, and Instrument Number 2003-0412684, records of Maricopa County, Arizona, subjecting the real property described in the Declaration to a horizontal property regime.

B. Article XI, Section 11.1 of the Declaration provides that the Declaration may be amended by an instrument in writing setting forth such change, modification or rescission, signed by the Owners representing not less than eighty percent (80%) of the total interest in the Common Elements and acknowledged.

C. The Board of Directors ("Board") of the Association proposed to the Members that the Declaration be amended. The amendment proposed by the Board was adopted and approved by an instrument in writing setting forth such change, modification or rescission, signed by the Owners representing not less than eighty percent (80%) of the total interest in the Common Elements and acknowledged.

NOW, THEREFORE, the Declaration is amended as follows:

1. Delete **Article III, Section 3.6**, in its entirety.
2. Add **Article III, Section 3.6 - Insurance**.

The Association shall provide, at a minimum, "bare walls coverage" for the Common Elements against loss or damage by fire or other hazards with no coverage for water damage. The amount of coverage will be in an amount sufficient to cover the full replacement costs (less any applicable deductible) of any repair or reconstruction work in the event of damage or destruction to the Common Elements. Each Owner shall be responsible for covering all portions of their Apartment not covered by the Association.

3. Add **Article III, Section 3.7 - Items Not Covered**.

The Association will not carry insurance coverage for the following items located within units:

1. Floor coverings of any kind (such as carpeting, tile, hardwood floorings, or anything attached to these surfaces).
2. Wall coverings of any kind (including dry wall or plastered surfaces).
3. Cabinetry (including built-in appliances, plumbing fixtures or any electrical fixtures).

4. Add **Article III, Section 3.8 - Damage and Destruction**:

In the event that damage occurs to the Common Elements, the Board shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Property in conformance with the original plans and specifications for the Common Elements. If the Board determines that adherence to the original plans is

impracticable or is not in conformance with applicable laws, building codes, or other governmental regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction.

5. **Add Article III, Section 3.9 -Owners Insurance :**

Each Owner shall be responsible for maintaining insurance for their own Apartment to cover the items not covered by the Association (in an amount sufficient to cover the full replacement value or the costs of repair or reconstruction work), including, but not limited to, all personal property of the Owner, all improvements contained therein, loss due to water damage, all items referenced in 3.7 and loss or damage caused by fire or other hazards. Each Owner shall carry their own liability insurance coverage for their Apartment in an amount sufficient to cover replacement costs. Each Owner shall provide a copy of their insurance policy to the Association.

6. **Add Article III, Section 3.10 - Insufficient Proceeds:**

In the event that the insurance proceeds are insufficient to pay all costs of repair and replacement, the Board may levy a Special Assessment to make up any deficiency, which assessment shall be levied only against the Owners of the damaged or destroyed Apartments, except that the Special Assessment shall be levied against all Owners to the extent necessary to make up any deficiency for repair or replacement of the Common Elements.

7. **Add Article III, Section 3.11: - Deductible:**

The Board shall determine who is responsible for paying the Association's insurance deductible if a loss occurs. The Board may, in its discretion, split the cost of the Association's deductible between two or more Owners or may require that an Owner pay the full amount of the association's deductible. If an Owner is required to pay the Association's deductible, the amount must be paid within sixty (60) days of written request by the Association. Unpaid deductibles by owners shall be collected in the same manner as delinquent assessments.

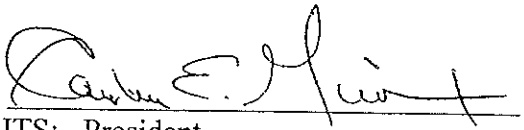
8. The terms used in this Third Amendment without definition shall have the same meanings given to such terms in the Declaration (as amended).

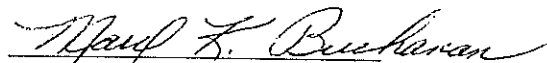
9. By attesting to this Third Amendment, the undersigned certifies that the amendment to the

Declaration (as amended) set forth in this Amendment were properly adopted by the Members of the Association in accordance with the requirements of the Declaration (as amended).

10. Except as expressly amended by this Third Amendment, the Declaration (as amended) shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment and the Declaration (as amended), this Third Amendment shall prevail.

CARIBBEAN GARDENS ASSOCIATION

BY: 
ITS: President

ATTESTED BY: 
ITS: Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27 day of DECEMBER, 2004,
by CAROLINE GIBSON, the President of Caribbean Gardens Association on behalf of the Association.

Notary Public: [Signature] My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27 day of DECEMBER, 2004,
by MARY K. BUCHANAN, the Secretary of Caribbean Gardens Association on behalf of the Association.

Notary Public: [Signature] My Commission Expires: _____

