
DECLARATION OF RESTRICTIONS
FOR
SCOTTSDALE 2000
HORIZONTAL PROPERTY REGIME

Phoenix Title and Trust Company, an Arizona corporation, as Trustee, is the sole owner of all of the following described real property:

All of that part of the SW 1/4, SW 1/4, NE 1/4, Section 23, T2N, R4E, G&SRB&M, Maricopa County, Arizona, described as follows:

Commencing at the center of said Section 23, said point being marked by a 3/4" iron pipe; thence N. 0° 35' 00" W. along the westerly line of the NE 1/4 of said Section 23 487.38 feet; thence East, 40.00 feet to the true point of beginning which point is the P. C. of a curve whose radial point bears N. 89° 25' 00" E., 11.88 feet; thence Northeasterly 18.75 feet along the arc of this curve through 90° 35' 00" of central angle; thence East along the southerly right-of-way line of Minnesota Ave., 281.24 feet to the P. C. of a curve having a tangent of 275.00 feet and a radius point bearing South, 275.00 feet; thence Southeasterly along the southerly right-of-way line of Minnesota Ave., 431.97 feet along the arc of this curve through 90° 00' 00" of central angle; thence South, 172.38 feet along the westerly right-of-way line of Minnesota Ave. to the P. C. of a curve having a tangent of 12.00 feet and a radius point bearing West, 12.00 feet; thence Southwesterly 18.85 feet along the arc of this curve through 90° 00' 00" of central angle to a point on the northerly right-of-way line of Camelback Road; thence West along the said northerly right-of-way line of Camelback Road, 403.00 feet; thence North, 270.71 feet to the P. C. of a curve having

a tangent of 12.00 feet and a radius point bearing West, 12.00 feet; thence Northwesterly 19.85 feet along the arc of this curve through 90° 00' 00" of central angle; thence West, 139.44 feet to a point on the easterly right-of-way line of Miller Road; thence N. 0° 35' 00" W. along the easterly right-of-way line of Miller Road, 164.68 feet. to the true point of beginning.

All of the foregoing real property has been submitted to a horizontal property regime by declaration pursuant to Section 33-551 et seq., Arizona Revised Statutes, and recorded in Docket 11 Page to , inclusive, in the records of the County Recorder of Maricopa County, Arizona, and has been platted as a condominium subdivision, which plat has been duly recorded in the office of the County Recorder of Maricopa County at Book 107 of Maps, page 15 thereof.

Said Phoenix Title and Trust Company, as Trustee, is the sole owner of all the units and of all the general common elements described in the above mentioned declaration submitting said property to a horizontal property regime.

Said Phoenix Title and Trust Company, as Trustee, does hereby declare that the following covenants, restrictions, reservations and conditions shall attach to the above described real property and each and every unit and general common element described in the aforementioned declaration submitting said property to a horizontal property regime and shall constitute covenants running with the said land, units and general common elements.

1. The following terms used herein are defined by Section 33-551, Arizona Revised Statutes, and when used herein have the same meaning as is set forth in said section; apartment, building, co-owner, co-owner's interest, council of co-owners, common elements, majority of co-owners, percentage of co-owners, and property.

2. The term "unit" as used herein shall refer to and mean each unit as defined and described in the above mentioned declaration submitting said property to a horizontal property regime.

3. The horizontal property regime described herein and in the declaration submitting said property to a horizontal property regime shall be managed by the council of co-owners or its

board of directors in accordance with the by-laws adopted by the council of co-owners. Wherever this declaration sets forth a duty to be performed by the council of co-owners, or right, option or other legal interest owned or held by the council of co-owners, such duty shall be performed and such right, option or legal interest shall be exercised by the board of directors or the board's duly authorized representative, except such duties and rights as shall be specifically reserved herein to the council of co-owners without right of delegation to the board of directors.

4. Each unit in the horizontal property regime shall be used solely for residential purposes by the co-owner as a single family unit for himself and his family and for no other purpose, except that under the terms of these restrictions the unit may be leased to a single family for residential purposes in accordance with the provisions set forth herein.

5. Each co-owner shall maintain and keep in repair his unit, including carport, storage space, service yard and patio area. In the event any co-owner shall fail to maintain, keep or repair his own unit and in the event the council of co-owners shall determine that such failure shall place the welfare or safety of the regime or any of the remaining co-owners in jeopardy, the council shall have the right to make such repairs as it shall deem necessary and shall have a lien against said co-owner's unit and interest in the land and general common elements in the same manner and in accordance with the same terms as are set forth in Paragraph 12 below. The council of co-owners, or its agents, may enter any co-owner's apartment, carport, service yard, patio or storage area whenever necessary in connection with any maintenance or construction which the council shall deem necessary.

6. No co-owner shall without the consent of the council of co-owners make any structural alteration of his unit or any portion thereof.

7. No signs shall be displayed in or upon any portion of the building by any occupant thereof.

8. In the event any co-owner shall desire to sell, rent, or lease his unit, the said council of co-owners has the option to purchase, rent or lease said unit on the same terms and conditions as offered by said co-owner to any third person and on the same terms as any bona fide offer received from any third person. Any attempt to sell or rent or lease said apartment without prior

offer to the council of co-owners shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

9. Should any co-owner wish to sell, lease or rent the interest conveyed to him hereunder, or any part thereof, he shall, before making or accepting any offer to sell, purchase, lease or rent said interest, deliver to the council of co-owners written notice of his intent to sell, lease or rent, which notice shall contain the terms of the offer he has received which he wishes to accept or the terms of the offer which he is prepared to make, and the name and address of the prospective purchaser or tenant. The council of co-owners shall, within ten (10) days after receiving such notice, either consent in writing to the transaction specified in said notice, or, by written notice to be delivered to co-owner's apartment, designate one or more persons, then co-owners, or any other person or persons whose credit the council finds to be satisfactory, who are willing to purchase, lease or rent such interest upon the same terms as those specified in co-owner's notice. In such case the co-owner desiring to sell, lease or rent shall either accept the purchaser or purchasers designated by the council or withdraw or reject the offer specified in his notice to the council. Failure of the council of co-owners to designate such person or persons within said ten (10) day period shall be deemed consent by the council to the transaction specified in co-owner's notice, and co-owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given. If the board fails to designate any other purchaser or tenant, as the case may be, within the said ten (10) day period, any member of the board shall, upon request of the owner, execute an affidavit stating that the owner has complied with the provisions hereof. Such affidavit shall contain the information that the board of directors has been duly elected, that a particular unit has been offered for sale or lease, identifying the same, and that the proper notice to sell has been served by the owner, and that the ten (10) day period has passed and that the board has failed to designate any other person to purchase or lease the unit of the owner within the time allowed herein. Such affidavit shall be deemed conclusive evidence of the truth of the facts therein recited. A co-owner shall have no right to sell, lease or rent said interest or any part thereof except as expressly provided herein. The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the co-owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

10. Should the interest of a co-owner become subject to a mortgage or other security device given in good faith and for value to a bank, savings and loan association, insurance company or other corporation or association regularly engaged in making mortgage loans, the holder thereof, upon becoming the owner of such interest through whatever means, or the seller at any sale under a power of sale therein contained, or the purchaser at a foreclosure sale, shall have the unqualified right to sell, lease or otherwise dispose of said interest without offer to the council of co-owners notwithstanding the provisions of Paragraphs 8 and 9 above, provided that all subsequent purchasers shall take subject to the limitations contained in said paragraphs.

11 (a). Each co-owner shall pay to the council of co-owners monthly assessments for maintenance, upkeep, taxes, gas, electricity, water, hazard and public liability insurance, impounds, and reserve for replacements, and shall include, in addition, the co-owner's share of the upkeep of all of the general common elements and all other necessary expenditures as otherwise determined by the council of co-owners. Said payments shall be allocated on the basis of the percentage of interest owned by said co-owner as set forth in the Declaration of Horizontal Property Regime. The council of co-owners or the board of directors thereof, shall in accordance with the by-laws determine the assessment of each co-owner prior to the beginning of each fiscal year of the regime. No co-owner shall be exempt from any assessment or charge by waiver of the use of any of the common elements or by the abandonment of his unit.

(b) Payments shall be due on the first day of each month and shall become delinquent ten (10) days thereafter if not fully paid. All unpaid assessments shall bear interest at the rate of 6% per annum from the day on which they become delinquent. In the event it shall become necessary for the council of co-owners to employ attorneys to collect delinquent assessments, whether by foreclosure of the lien hereinafter created or otherwise, the delinquent co-owner shall pay, in addition to the assessment and interest accrued thereon, a reasonable attorneys' fee, and all other costs and expenses incurred by the council of co-owners as a result of said delinquency.

12 (a). The council of co-owners is hereby given a lien against the co-owner's unit or any interest therein for any payment or payments which the co-owner fails to make as required by this declaration, provided, however, that (1) such lien shall be effective only upon recordation in the office of the County Recorder of Maricopa County of said lien by the council of co-owners and each co-owner shall, by accepting a deed to his unit, appoint, designate and constitute any one of the officers of the council of co-owners as agents with full powers, irrevocable, to

declare and record said lien in favor of the council of co-owners. A copy of said notice of lien shall be posted within three days after recording said lien on the unit of the co-owner in default; (2) any action brought to foreclose such lien shall be commenced within one hundred eighty (180) days following such recordation and shall be foreclosed in the same manner as provided under the laws of Arizona for foreclosure of a mortgage; and (3) such liens shall be subject and subordinate to and shall not affect the right of the holder of any prior recorded encumbrances on the unit or any interest therein of the co-owner, made in good faith and for value. The lien hereby given shall also be and is a lien upon all of the rents and profits of the units against which such liens are filed. In the event of a foreclosure, the co-owner shall be required to pay a reasonable rental for the unit to the council of co-owners during the period of the foreclosure suit, and if after the filing of the foreclosure action, the co-owner's unit is left vacant, the council of co-owners may take possession of and rent said unit or apply for the appointment of a receiver without notice to the defendants.

(b) In the event a co-owner is in default on any obligation secured by a mortgage on his unit, the council of co-owners may at its option pay the amount due on said obligation and shall have a lien against the interest of the co-owner in the same manner as provided for herein with respect to failure to make payments due hereunder.

(c) In a voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the council of co-owners against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or board of directors, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the council of co-owners and such grantee shall not be liable for any unpaid assessments made by the council of co-owners against the grantor in excess of the amount therein set forth.

13. The council of co-owners shall have the right to adopt regulations in accordance with the by-laws adopted by the council for the regulation and operation of the regime, including, but not limited to regulations governing the use of the general common elements. The council of co-owners shall have the right, pursuant to its regulations, to exclude from the use of the

general common elements co-owners who are delinquent in the payment of their assessments levied in accordance with Paragraph 11 above.

14. The first meeting of the council of co-owners shall be held not later than one year from the date of recording of this Declaration of Restrictions, and shall meet thereafter as provided in the by-laws. A board of directors shall be elected at the first meeting of the council of co-owners and thereafter as provided in the by-laws.

15 (a). The council of co-owners shall consist exclusively of all of the co-owners in the property regime. Any co-owner transferring or disposing of his interest in the property regime shall automatically cease to be a member of the council of co-owners.

(b) In the event any unit is owned by two or more persons, whether by joint tenancy, tenancy in common, community property or otherwise, the membership in the council of co-owners as to each unit shall be joint. In each case where there are two or more owners of a unit, the owners of said unit shall designate to the council of co-owners in writing at the time of acquisition of their unit one of their number who shall have the power to vote on any matters which must be determined by the council of co-owners as provided for herein, and in the absence of such designation and until such designation is made, the board of directors shall make such designation. In all matters requiring a vote of the co-owners, there shall not be voted more than one vote for each unit in the regime, notwithstanding the fact that a single unit may be owned by more than one person.

16 (a). The council of co-owners shall maintain sufficient insurance to cover the replacement cost of all buildings, units and improvements in the regime in the event of damage by fire and hazards, covered by standard insurance endorsements, and against such other risks of a similar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use. Premiums for such insurance shall be common expense. In the event of loss the council of co-owners shall use the net insurance proceeds to repair and replace any damage or destruction of property covered by such insurance, provided, however, that in the event the board of directors shall determine that the damage or loss exceeds 50% of the total replacement value of all of the building units and improvements in the regime, then and in that event the board of directors, within sixty (60) days from date said loss occurred, shall call a special meeting of the council of co-owners, at which meeting the council shall determine whether or not to repair, replace or

rebuild the damaged or destroyed improvements.

(b) In the event 75% of all of the co-owners in the horizontal property regime, in person or by proxy, vote at said special meeting not to repair, replace or rebuild said damaged or destroyed improvements, the board, as soon as reasonably possible thereafter, and as agent for all the co-owners and council of co-owners, shall sell the entire land and improvements and all of the co-owners' units and interests therein which are subject to the horizontal property regime in its then condition on terms satisfactory to the board. The net proceeds of the sale and all insurance proceeds shall thereupon be distributed to the co-owners in proportion to the interest of each co-owner in the general common elements and to each co-owner's mortgagee or other lien holder as their respective interests may appear. For the purpose of such sale and distribution of the proceeds therefrom and of the insurance proceeds, each co-owner, by accepting the deed to his unit, constitutes and appoints the board of directors as his agent with full power to sell his unit as part of a sale of the entire horizontal property regime and to distribute the proceeds of said sale to the co-owners and holders of mortgages and other liens and encumbrances as their interest shall appear.

(c) A copy of the resolution not to rebuild shall, if adopted, be certified to by the president and secretary of the council of co-owners as having been duly adopted in accordance herewith and shall be recorded forthwith in the office of the County Recorder of Maricopa County.

(d) Upon failure of 75% of the co-owners to vote not to rebuild, the board of directors, within ninety (90) days after said special meeting of the council, shall enter into a contract with a responsible contractor to repair, replace and rebuild the buildings in accordance with the original plans and specifications for said buildings.

(e) If the insurance proceeds are insufficient to repair or replace the loss or damage, and if the council shall determine that repair or replacement shall be made of the damaged elements, the council shall levy an assessment in an amount proportionate to the maintenance charge on each co-owner to cover the deficiency, which assessment shall be promptly paid to the council of co-owners.

(f) Insurance coverage shall be written in the name of the board of directors as trustees for each of the co-owners. Nothing contained herein shall prejudice the right of each co-

owner to insure his own unit for his own benefit. It shall be the responsibility of each co-owner to provide as he sees fit home owner's liability insurance, theft and other insurance covering personal property damage and loss.

17. In the event that any portion of the general common elements encroaches upon any portion of any individual unit or in the event any portion of any individual unit encroaches upon any portion of another individual unit or the general common elements, a valid easement for the maintenance of such encroachment so long as it stands shall and does exist.

18. The rights and duties of the owners of units within this regime with respect to party walls shall be governed by the following:

(a) Each wall in every building, any part of which is placed on the dividing line between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner, of any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

(c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time) then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

(d) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.

(e) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the council of co-owners, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the council of co-owners. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

(f) These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

19 (a). The restrictions and burdens imposed by the covenants herein set forth constitute a general scheme for the benefit of all owners in the horizontal property regime. Said restrictions are for the benefit of all units in the regime, and may be enforced by any co-owner or by the council of co-owners and shall bind all co-owners. Said restrictions shall be a burden upon or a benefit to not only each individual purchaser but his grantees and all subsequent owners of the units. All covenants are intended to and do constitute covenants running with the land or equitable servitude upon the land, as the case may be, and are intended and shall be binding upon any future owner of the interest granted thereby, as long as said property remains a horizontal property regime.

(b) Failure of the council of co-owners or of any individual co-owner to enforce any condition, restriction or covenant herein contained shall not constitute a waiver of the right to do so thereafter.

(c) Should any of the covenants, restrictions or conditions herein imposed be void or be or become unenforceable at law or equity, the remaining portion shall, nevertheless, be and remain in full force and effect.

20. Wherever notices are required to be given to the individual co-owners, such notice shall be effective upon delivery of the notice to the co-owners at their apartments in the horizontal property regime, unless the co-owner shall have previously designated another place for the giving of notice in writing to the board of directors. Notices required to be given to the council of co-owners shall be effective upon delivery of the notice to the office of the council of co-owners located on the property described herein or; in the event no office is maintained, by depositing said notice in a box provided for said purpose on the premises. In addition to said methods of giving notice, any notice shall be deemed to have been given on depositing a copy thereof in the United States mail, postage prepaid, addressed to the co-owners at the property described herein or to the council of co-owners, as the case may be, and in the event notice is given by mail, it shall be deemed to have been received for the purposes of service two (2) days after the date of mailing.

21. Each co-owner, by accepting the deed to a unit in the horizontal property regime subject to this Declaration of Restrictions, hereby agrees to comply with all of the provisions herein contained and the by-laws of the council of co-owners, and failure to comply shall be grounds for an action to recover damages or for injunctive or affirmative relief. Acceptance of said deed shall further constitute the designation of the board of directors as agent of co-owner to foreclose any lien created hereunder, to institute suit to collect delinquent assessments, or to maintain any other legal action which the board of directors deems necessary for and on behalf of the council of co-owners, and to enforce the provisions of these restrictions or of the by-laws adopted pursuant hereto.

22. This Declaration of Restrictions shall remain in full force and effect for as long as said property remains as a horizontal property regime, provided, however, that this Declaration of Restrictions may be amended by a vote of co-owners representing 75% of the interests in the regime. Wherever a co-owner's interest is subject to a mortgage, his affirmative vote shall be included in said required percentage only upon concurrence of his mortgagee. Such amendments shall be effective only upon the recordation of the certificate setting forth the amendment signed by the co-owners and their mortgagees representing not less than 75% of all of the interests in the regime. No amendments to this Declaration of Restrictions shall be in conflict with the declaration submitting the property hereinabove described to a horizontal property regime or to the laws of Arizona pertaining to a horizontal property regime.

23. Until such time as Phoenix Title and Trust Company has deeded 90% of the units created by the Declaration of Horizontal Property Regime to purchasing co-owners or until the first annual meeting of the council of co-owners, all of the rights and duties of the council of co-owners as herein provided shall be exercised and performed by the Board of Directors of John F. Long Homes, Inc., an Arizona corporation.

DATED this 15th day of December, 1964.

PHOENIX TITLE AND TRUST COMPANY

By: Vincent A. Pellerite
Trust Officer

STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)

On this 15th day of December, 1964, before me personally appeared VINCENT A. PELLERITE, who acknowledged himself to be the TRUST OFFICER of Phoenix Title and Trust Company, an Arizona 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 by himself as such officer.

In Witness Whereof, I have hereunto set my hand and official seal.

Phillip J. Larny
Notary Public

My commission expires:

9-10-65

The foregoing Declaration of Restrictions is hereby approved and ratified this 29th day of December, 1964.

WESTERN SAVINGS AND LOAN ASSOCIATION

By [Signature]

GREATER ARIZONA SAVINGS AND LOAN ASSOCIATION

By [Signature]

STATE OF ARIZONA)
COUNTY OF MARICOPA } SS:

On this 14th day of December, 1964, personally appeared [Signature] who acknowledged himself to be the [Signature] of Western Savings and Loan Association, 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.

[Signature]
Notary Public

My commission expires:

[Date]

STATE OF ARIZONA)
COUNTY OF MARICOPA } SS:

On this 29th day of December, 1964, personally appeared [Signature] who acknowledged himself to be the [Signature] of Greater Arizona Savings and Loan Association, 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.

[Signature]
Notary Public

My commission expires:

My Commission Expires Nov. 16 1964

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SCOTTSDALE 2000

DECLARATION TO SUBMIT PROPERTY
TO HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS:

1. That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, is the owner of all of that part of the SW 1/4, SW 1/4, NE 1/4, Section 23, T2N, R4E, C68RB&M, Maricopa County, Arizona, described as follows:

Commencing at the center of said Section 23, said point being marked by a 3/4" iron pipe; thence N. 00° 35' 00" W. along the westerly line of the NE 1/4 of said Section 23 487.38 feet; thence East, 40.00 feet to the true point of beginning which point is the P. C. of a curve whose radial point bears N. 89° 25' 00" E., 11.88 feet; thence Northeasterly 18.75 feet along the arc of this curve through 90° 35' 00" of central angle; thence East along the southerly right-of-way line of Minnezona Ave., 281.24 feet to the P. C. of a curve having a tangent of 275.00 feet and a radius point bearing South, 275.00 feet; thence Southeasterly along the southerly right-of-way line of Minnezona Ave., 431.97 feet along the arc of this curve through 90° 00' 00" of central angle; thence South, 172.38 feet along the westerly right-of-way line of Minnezona Ave. to the P. C. of a curve having a tangent of 12.00 feet and a radius point bearing West, 12.00 feet; thence Southwesterly 18.85 feet along the arc of this curve through 90° 00' 00" of central angle to a point on the northerly right-of-way line of Camelback Road; thence West along the said northerly right-of-way line of Camelback Road, 403.00 feet; thence North, 270.71 feet to the P. C. of a curve having a tangent of 12.00 feet and a radius point bearing West, 12.00 feet; thence Northwesterly 18.85 feet along the arc of this curve through 90° 00' 00" of central angle; thence West, 139.44 feet to a point on the easterly right-of-way line of Miller Road; thence N. 00° 35' 00" W. along the easterly right-of-way line of Miller Road, 164.68 feet to the true point of beginning.

and does hereby submit said property to a Horizontal Property Regime, as provided for in Sections 33-551 to 33-561, inclusive, Arizona Revised Statutes.

2. The Horizontal Property Regime hereby created shall be referred to and known as SCOTTSDALE 2000.

3. The entire Horizontal Property Regime shall be composed of the common elements and ten (10) multi-unit buildings containing a total of forty (40) units numbered from 1 to and including 40, consecutively, each of which numbered units shall include an individual living unit, patio, storage room and carport, each bearing the same number, together with a one-fortieth (1/40) undivided interest in the common elements.

4. Each unit as hereinabove described shall be a separately designated and legally described freehold estate consisting of an area of cubic space and the improvements therein contained lying within the perimeter line and the plane between the vertical base elevation and vertical top elevation, as set forth and described on the plat of said condominium, as recorded in the office of the County Recorder of Maricopa County in Book 111 of Maps, Page 157 thereof.

5. The land upon which all common area, buildings and units are situated comprising the Horizontal Property Regime is as described hereinabove in paragraph 1, and the recorded plat of said land referred to in paragraph 4 above.

6. All references to vertical dimensions made here or on the recorded plat of said land referred to in paragraph above shall be based upon those elevations as indicated and set forth on the recorded plat of said condominium subdivision referred to in paragraph 4 above, all of said elevations being based upon the Bench Mark described on said recorded plat.

7. The cubic space and area of the buildings and each unit hereinabove described with reference to their location on the land hereinabove described under paragraph 5 above is as indicated and set forth on the recorded plat of said condominium subdivision referred to in paragraph 4 above.

8. The general common elements of which each unit shall bear a one-fortieth (1/40) interest shall include all of the land hereinabove described in paragraph 1, all recreational facilities, community and commercial facilities, if any; swimming pools, pumps, trees, pavements, sidewalks, streets, pipes, wires, conduits and other public utility lines, and any cubic space not otherwise specifically conveyed for units and all other devices and premises designed for the common use or enjoyment by more than the owner, or owners, of a single unit.

IN WITNESS WHEREOF, PHOENIX TITLE AND TRUST COMPANY has heretunto caused its corporate name to be signed, its corporate seal affixed and the same to be attested by the signatures of its duly authorized officers this 12 day of December, 1964.

PHOENIX TITLE AND TRUST COMPANY

By [Signature]
[Title]

By [Signature]
[Title]

NOTARIAL PUBLIC

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS:

On this 15th day of December, 1964, before me personally appeared Hyron C. Howard and Vincent A. Fellicera who acknowledged themselves to be the Asst. Vice President and Asst. Secretary of FROENIX TITLE AND TRUST COMPANY, an Arizona corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

In Witness Whereof, I hereunto set my hand and official.

Phillip J. Stryke
NOTARY PUBLIC

My commission expires:
9-10-65

The foregoing Declaration to Submit Property to Horizontal Property Regime is hereby consented to, ratified and approved this 29th day of December, 1964.

WESTERN SAVINGS AND LOAN ASSOCIATION

By [Signature]

GREATER ARIZONA SAVINGS AND LOAN ASSOCIATION

By [Signature]

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS:

On this 29th day of December, 1964, personally appeared Don B. Stent who acknowledged himself to be the President of Western Savings and Loan Association, 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.

[Signature]
Notary Public

My commission expires:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS:

On this 29th day of December, 1964, personally appeared Don B. Stent who acknowledged himself to be the President of Greater Arizona Savings and Loan Association, 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.

[Signature]
Notary Public

My commission expires:

245730

OS MISC

DEC 30 1964

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