

B. **Governing Procedures.** The arbitration shall be conducted in accordance with the AAA Rules and A.R.S. § 12-1501, et seq. In the event of a conflict between the AAA Rules and this Section 12.5, the provisions of this Section 12.5 shall govern.

C. **Appointment of Arbitrator.** The parties shall appoint a single Arbitrator by mutual agreement. If the parties have not agreed within ten (10) days of the date of the Notice of Intention to Arbitrate on the selection of an arbitrator willing to serve, the AAA shall appoint a qualified Arbitrator to serve. Any arbitrator chosen in accordance with this Subsection C is referred to in this Section 12.5 as the "Arbitrator".

D. **Qualifications of Arbitrator.** The Arbitrator shall be neutral and impartial. The Arbitrator shall be fully active in such Arbitrator's occupation or profession, knowledgeable as to the subject matter involved in the dispute, and experienced in arbitration proceedings. The foregoing shall not preclude otherwise qualified retired lawyers or judges from acting as the Arbitrator.

E. **Disclosure.** Any candidate for the role of Arbitrator shall promptly disclose to the parties all actual or perceived conflicts of interest involving the dispute or the parties. No Arbitrator may serve if such person has a conflict of interest involving the subject matter of the dispute or the parties. If an Arbitrator resigns or becomes unwilling to continue to serve as an Arbitrator, a replacement shall be selected in accordance with the procedure set forth in Subsection 12.5.C.

F. **Compensation.** The Arbitrator shall be fully compensated for all time spent in connection with the arbitration proceedings in accordance with the Arbitrator's usual hourly rate unless otherwise agreed to by the parties, for all time spent by the Arbitrator in connection with the arbitration proceeding. Pending the final award, the Arbitrator's compensation and expenses shall be advanced equally by the parties.

G. **Preliminary Hearing.** Within thirty (30) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order. The matters which may be addressed include, in addition to those set forth in the AAA Rules, the following: (1) definition of issues; (2) scope, timing and types of discovery, if any; (3) schedule and place(s) of hearings; (4) setting of other timetables; (5) submission of motions and briefs; (6) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one (10 or more neutral experts, and whether, if this is done, engagement of experts by the parties can be obviated or minimized; (7) whether and to what extent the direct testimony of witnesses will be received by affidavit or written witness statement; and (8) any other matters which may promote the efficient, expeditious and cost-effective conduct of the proceeding.

H. **Management of Arbitration.** The Arbitrator shall actively manage the proceedings as the Arbitrator deems best so as to make the proceedings expeditious, economical and less burdensome than litigation.

I. **Confidentiality.** All papers, documents, briefs, written communication, testimony and transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys and expert witnesses (where applicable to their testimony), except that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

J. **Hearings.** Hearings may be held at any place within the State of Arizona designated by the Arbitrator and in the case of particular witnesses not subject to subpoena at the usual hearing site, at a place where such witnesses can be compelled to attend.

K. **Final Award.** The Arbitrator shall promptly (but, in no event later than sixty (60) days following the conclusion of the proceedings or such longer period as the parties mutually agree) determine the claims of the parties and render a final award in writing. The Arbitrator may award the prevailing party in the proceeding all or a part of such party's reasonable attorneys' fees and expert witness fees, taking into account the final result of arbitration, the conduct of the parties and their counsel in the course of the arbitration, and other relevant factors. The arbitrator shall not award any punitive damages. The arbitrator shall not award indirect, consequential or special damages regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made. The arbitrator shall assess the costs of the proceedings (including, without limitation, the fees of the Arbitrator) against the non-prevailing party.

12.6 Right to Enter, Inspect, Repair and/or Replace. Following the receipt by a Bound Party of a Notice of Alleged Defect, the Bound Party and its employees, agents, contractors and consultants shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, the Common Elements and any Unit for the purposes of inspecting and/or conducting testing to determine the validity of the Alleged Defect and, if deemed necessary by the Bound Party, to correct, repair and/or replace the Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, the Bound Party shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances. Nothing set forth in this Section 12.6 shall be construed to impose any obligation on any bound Party to inspect, test, repair, or replace any item or Alleged Defect for which the Bound Party is not otherwise obligated under applicable law or any warranty provided by Declarant or any other Bound Party in Connection with the sale of the Units. The right of a Bound Party and its employees, agents, contractors and consultants to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be

waived or otherwise terminated except by a writing, in recordable form, executed and recorded by the Bound Party. In no event shall any statutes of limitations be tolled during the period in which a Bound Party conducts any inspection, testing, repair or replacement of any Alleged Defects.

12.7 Use of Funds. Any judgment, award or settlement received by a Claimant in connection with a Claim involving an Alleged Defect shall first be used to correct and or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged defect. Any excess funds remaining after repair of such Alleged defect shall be paid into the Association's Reserve Account.

12.8 Approval of Arbitration or Litigation. The Association shall not deliver a Claim Notice to any Bound Party or commence any legal action or arbitration proceeding or incur legal expenses, including without limitation, attorneys' fees in connection with any Claim without the written approval of Unit Owners entitled to cast more than eighty percent (80%) of the total votes in the Association, excluding the votes of any Unit Owner who would be a defendant in such proceedings. The Association must pay for any such legal action or mediation or arbitration proceeding with monies that are specifically collected for such purposes and may not borrow money or use reserve funds or other monies collected for specific Association obligations other than legal fees. In the event that the Association commences any legal action or arbitration proceeding involving a Claim, all Unit Owners must notify prospective purchasers of their Unit of such legal action or arbitration proceeding and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with Section 12.3.

12.9 Statute of Limitations. All statutes of limitations applicable to Claims shall apply to the commencement of arbitration proceedings under Section 12.5. If the arbitration proceedings are not initiated within the time period provided by Arizona law for the filing of a legal action with respect to the Claim, the claim shall forever be barred.

12.10 Conflicts. In the event of any conflict between this Article 12 and any other provision of the Condominium Documents, this Article 12 shall control. In the event of any conflict between the provisions of this Article 12 and the terms of any express warranty provided to a Purchaser by the Declarant or any third party home warranty company in connection with the purchase of a Unit from the Declarant, the provisions of the express warranty shall control.

12.11 Acknowledgment. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A UNIT, EACH PERSON, FOR SUCH PERSON AND SUCH PERSON'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY CLAIM RESOLVED ACCORDING TO THE PROVISIONS OF THIS ARTICLE 12 AND WAIVES THE RIGHT TO PURSUE ANY DECLARANT OR OTHER BOUND PARTY IN ANY MANNER OTHER THAN AS PROVIDED IN THIS

ARTICLE 12. THE ASSOCIATION, EACH UNIT OWNER AND DECLARANT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS AS PROVIDED IN THIS ARTICLE 12, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIM TRIED BEFORE A JURY. THE ASSOCIATION, EACH UNIT OWNER AND DECLARANT FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A CLAIM. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A UNIT, EACH UNIT OWNER VOLUNTARILY ACKNOWLEDGES THAT SUCH OWNER IS GIVING UP ANY RIGHTS SUCH OWNER MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A CLAIM.

IF A UNIT OWNER, THE ASSOCIATION, OR ANY OTHER BOUND PARTY FILES A CIVIL ACTION ASSERTING ANY CLAIM AGAINST ANY DECLARANT OR ANY OTHER BOUND PARTY INSTEAD OF COMPLYING WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS ARTICLE 12 (OR THE OTHER DISPUTE RESOLUTION PROVISIONS, AS APPLICABLE), THE PARTY AGGRIEVED BY THE FILING MAY APPLY TO THE MARICOPA COUNTY SUPERIOR COURT FOR AN ORDER DISMISSING THE CIVIL ACTION AND COMPELLING THE FILING PARTY TO SUBMIT THE CLAIM TO THE DISPUTE RESOLUTION PROVISIONS APPLICABLE THERETO. THE APPLYING PARTY SHALL BE ENTITLED TO IMMEDIATE ENTRY OF AN ORDER OF DISMISSAL AND A MANDATORY AWARD OF ATTORNEY'S FEES AND TAXABLE COSTS INCURRED IN COMPELLING COMPLIANCE WITH THE APPLICABLE DISPUTE RESOLUTION PROVISION.

ARTICLE 13 RIGHTS OF FIRST MORTGAGEES

13.1 Notices of Eligible Mortgage Holders. An Eligible Mortgage Holder shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Eligible Mortgage Holders unless and until such Eligible Mortgage Holder has delivered to the Board of Directors a written notice stating that such Eligible Mortgage Holder is the holder of a Mortgage encumbering a Unit within the Property. Notwithstanding the foregoing, if any right of an Eligible Mortgage Holder under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section 13.1 an Eligible Mortgage Holder must also make such request in writing delivered to the Association. Except as provided in this Section 13.1, an Eligible Mortgage Holder's rights pursuant to this Declaration, including, without limitation, the priority of any Mortgage lien over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice or request to the Board of Directors.

13.2 Priority of Eligible Mortgage Holders. No breach of the restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Eligible Mortgage Holder made in good faith and for value encumbering any Unit, but all of said restrictions shall be binding upon

and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise.

13.3 Relationship with Assessment Liens.

A. The Assessment Lien shall be subordinate to the lien of any Eligible Mortgage Holder which was recorded prior to the date any such Assessment Lien becomes due;

B. If any Unit which is subject to an Assessment Lien is also subject to the lien of an Eligible Mortgage Holder, then: (1) the foreclosure of any Assessment Lien created by this Declaration shall not operate to affect or impair the lien of such Eligible Mortgage Holder; and (2) the foreclosure of the lien of an Eligible Mortgage Holder or the sale under a power of sale included in a Mortgage or deed of trust shall not operate to affect or impair the Assessment Lien hereof, except that any Person who obtains an interest thereafter shall take title free of any Assessment Lien or any personal obligation for said charges as shall have accrued up to the time of any foreclosure, but subject to the Assessment Lien hereof for all said charges that shall accrue subsequent to such foreclosure;

C. Without limiting the provisions of Section 13.3.B above, any Eligible Mortgage Holder who obtains title to a Unit by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any Person who obtains title at a private or judicial foreclosure sale, shall take title to such Unit free of any lien or claim for unpaid Assessments against such Unit which accrued prior to the time such Eligible Mortgage Holder or purchaser takes title to such Unit, except for liens or claim for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Units within the Condominium; and

D. Nothing in this Section 13.3 shall be construed as releasing any Person from the personal obligation to pay for any Assessments levied pursuant to this Declaration during the period such Person is an Owner.

13.4 Required Eligible Mortgage Holder Approval.

A. The approval of Eligible Mortgage Holders holding First Mortgages on Units the Unit Owners of which have at least sixty-seven percent (67%) of the votes in the Association allocated to Unit Owners of all Units subject to First Mortgages, held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the Declaration, Articles or Bylaws which establish, provide for, govern or regulate any of the following:

1. Voting rights;

2. Increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%);
3. Assessment liens or the priority of Assessment liens;
4. Reductions in reserves for maintenance, repair and replacement of the Common Elements;
5. Hazard or fidelity insurance requirements;
6. Responsibility for maintenance and repairs;
7. Expansion or contraction of the Condominium, or the addition or annexation or withdrawal of property to or from the Condominium;
8. Redefinition of any boundaries of Units;
9. Reallocation of interests in the Common Elements or Limited Common Elements or rights to their use;
10. Convertibility of Units into Common Elements or of Common Elements into Units;
11. Imposition of any restrictions on the leasing of Units;
12. Imposition of any restrictions on a Unit Owner's right to sell or transfer such Owner's Unit;
13. A decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder or by the Declaration, Articles or Bylaws;
14. Restoration or repair of the Condominium (after a damage or partial condemnation) in a manner other than that specified in the Declaration, Articles or Bylaws; and
15. Any provisions which expressly benefit Eligible Mortgage Holders or Eligible Insurers or Guarantors.

B. Any action to terminate the legal status of the Condominium must be approved by Eligible Mortgage Holders holding Mortgages on Units the Unit Owners of which have at least sixty-seven percent (67%) of the votes in the Association allocated to Unit Owners of all Units subject to First Mortgages held by Eligible Mortgage Holders.

C. Any Eligible Mortgage Holder who receives a written request to approve additions or amendments to the Declaration, Articles or Bylaws, which additions or amendments are not material, who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request. Any addition or amendment to the Declaration, Articles or Bylaws shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

D. The approvals required by this Section 13.4 shall not apply to amendments that may be executed by Declarant in the exercise of its Development Rights.

E. It is Declarant's intention that the Condominium qualify for the possible sale of mortgages encumbering Units to the Federal National Mortgage Association, and/or the Federal Home Loan Mortgage Corporation. The requirements contained in this Section 13.4 are to effectuate that purpose. Should any of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, subsequently delete any of their respective requirements which necessitate the provisions of this Section 13.4 or make any such requirements less stringent, or should Declarant choose not to qualify the Condominium under any of said programs, this Section 13.4 shall automatically be amended to reflect such changes or to delete those provisions required by the program for which Declarant has not sought qualification. Nothing contained herein, however, shall obligate Declarant to qualify the Condominium with the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

13.5 Other Rights of Eligible Mortgage Holders. Any Eligible Mortgage Holder shall, upon written request to the Association, be entitled:

A. To inspect current copies of this Declaration (and any amendments), the Association's Articles, Bylaws, and other books and records of the Association during normal business hours;

B. To receive an annual financial statement of the Association within ninety (90) days following the end of the Association's fiscal year; and

C. To receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings. Upon written request of any agency or corporation which has an interest or prospective interest in the Condominium, the Association shall prepare and furnish within a reasonable time a financial statement of the Association. The Association, upon request, shall make available for inspection during normal business hours to prospective purchasers of a Unit, copies of the Condominium Documents and the most recent annual financial statement, if one has been prepared.

13.6 Notices of Action. Upon written request to the Association identifying the name and address of the Eligible Mortgage Holder and the Unit number or address, any such Eligible Mortgage Holder will be entitled to timely written notice of:

A. Any condemnation or casualty loss which affects a material portion of the Condominium or any Unit on which there is a first lien held by such Eligible Mortgage Holder;

B. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the lien of an Eligible Mortgage Holder, which remains uncured for a period of sixty (60) days;

C. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. Any proposed action by the Owners or the Association which would amount to a material change in this Declaration as identified in Section 13.4 hereof.

13.7 Prior Written Approval of First Mortgagees. Except as provided by the Condominium Act, in case of condemnation or substantial loss to the Units or the Common Elements, unless at least sixty-seven percent (67%) of all First Mortgagees (based upon one vote for each First Mortgage owned) and Unit Owners (other than Declarant or other sponsor, developer or builder of the Condominium) of the Units have given their prior written approval, the Association shall not be entitled to:

A. By act or omission, seek to abandon or terminate this Declaration or the Condominium;

B. Change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

C. Partition or subdivide any Unit;

D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subsection D; or

E. Use hazard insurance proceeds for losses to any Units or the Common Elements for any purpose other than the repair, replacement or reconstruction of such Units or the Common Elements.

Nothing contained in this Section 13.7 or any other provision of this Declaration shall be deemed to grant the Association the right to partition any Unit without the consent of the Owners thereof. Any partition of a Unit shall be subject to such limitations and prohibitions as may be set forth elsewhere in this Declaration or as may be provided under Arizona law.

13.8 Liens Prior to First Mortgage. All taxes, assessments and charges which may become liens prior to a First Mortgage under local law relate only to the individual Unit and not to the Condominium as a whole.

13.9 Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey such Owner's Unit shall not be subject to any right of first refusal or similar restriction.

13.10 Condemnation or Insurance Proceeds. No Unit Owner, or any other party, shall have priority over any rights of any First Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

13.11 Limitation on Partition and Subdivision. No Unit shall be partitioned or subdivided without the prior written approval of the Holder of any First Mortgage on such Unit.

13.12 Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Article and any other provision of the Condominium Documents, the provisions of this Article shall prevail; provided, however, that in the event of any conflict or inconsistency between the different Sections of this Article or between the provisions of this Article and any other provision of the Condominium Documents with respect to the number or percentage of Unit Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers Or Guarantors that must consent to (A) an amendment of this Declaration, the Articles or the Bylaws, (B) a termination of the Condominium, or (C) certain actions of the Association as specified in Sections 13.4 and 13.7, the provision requiring the consent of the greatest number or percentage of Unit Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers Or Guarantors shall prevail; provided, however, that the Declarant shall have the right to unilaterally amend this Declaration, the Articles or the Bylaws during the Period of Declarant Control in order to (1) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner, (2) correct any error or inconsistency in the Declaration, the Articles or the Bylaws if the amendment does not adversely affect the rights of any Unit Owner, or (3) comply with the requirements or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Department of Veterans Affairs.

13.13 Restoration or Repair of Condominium. Any restoration or repair of the Condominium after a partial condemnation or change due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of Eligible Mortgage Holders holding mortgages on Units to which at least fifty-one percent (51%) of the votes in the Association allocated to Units subject to First Mortgages held by Eligible Mortgage Holders is obtained.

**ARTICLE 14
MISCELLANEOUS**

14.1 Enforcement by Association. The Association shall have the right to enforce, by proceedings at law or in equity, all restrictions and other provisions now or hereafter imposed by this Declaration, or any amendments thereto, including, but not limited to:

A. Imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the Unit Owner or other violator. A Unit Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Occupant of the Owner's Unit or by any Invitee of the Unit Owner or any Lessee or Occupant.

B. Suspending a Unit Owner's right to vote.

C. Suspending any Person's right to use any facilities within the Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit.

D. Suspending any services provided by the Association to a Unit Owner or the Owner's Unit if the Unit Owner is more than fifteen (15) days delinquent in paying any assessment or other charge owed to the Association.

E. Exercising self-help or taking action to abate any violation of the Condominium Documents provided, however, that judicial proceedings must be instituted before any items of construction can be altered or demolished.

F. Requiring a Unit Owner, at the Unit Owner's expense, to remove any Improvement installed or constructed in such Owner's Unit or in any Limited Common Element allocated to the Owner's Unit in violation of this Declaration and to restore the Unit or the Limited Common Element to its previous condition and, upon failure of the Unit Owner to do so, the Board of Directors or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass.

G. Without liability to any person, prohibiting any contractor, subcontractor, agent, employee or other invitee of a Unit Owner who fails to comply with the terms and provisions of the Condominium Documents from continuing or performing any further activities of the Condominium.

H. Towing vehicles which are parked in violation of this Declaration or the Rules.

I. Filing a suit at law or in equity to enjoin a violation of the Condominium Documents, to compel compliance with the Condominium Documents, to recover monetary penalties or money damages or to obtain such other relief as to which the Association may be entitled.

J. Recording a written notice of a violation of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the legal description of the Unit against which the notice is being recorded; (ii) a brief description of the nature of the violation; and (iii) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents.

The Association shall not be obligated to take any enforcement action if the Board of Directors determines, in its sole discretion, that because of the strength of possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board of Directors, enforcement action would not be appropriate or in the best interests of the Association.

14.2 Enforcement by Owner. Any Unit Owner may enforce the Condominium Documents in any manner provided for in this Declaration or at law or in equity, except that a Unit Owner may not exercise any remedy provided to the Association by this Declaration or enforce payment of any Assessments or other amounts payable to the Association pursuant to the Condominium Documents.

14.3 No Waiver. Failure by the Association or by any Owner to enforce any restriction or provision herein contained, or contained in the Bylaws, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.4 Cumulative Remedies. All rights, options and remedies of Declarant, the Association, and the Owners or the Eligible Mortgage Holders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, and the

Association, the Owners and the Eligible Mortgage Holders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

14.5 Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws by judgment or court order shall in no way affect any other restrictions or provisions contained herein or therein which shall remain in full force and effect.

14.6 Duration. The covenants and restrictions of this Declaration, as amended from time to time, shall run with and bind the Condominium in perpetuity unless the Condominium is terminated as provided in Section 14.7.

14.7 Termination of Condominium. Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Owners of Units holding at least eighty percent (80%) of the votes in the Association. An agreement to terminate the Condominium must be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed by the requisite number of Owners.

14.8 Amendment.

A. Except in cases of amendment that may be executed by a Declarant in the exercise of its Development Rights or under Section 33-1220 of the Condominium Act, by the Association under Section 33-1206(A) or 33-1216(D) of the Condominium Act, or by certain Unit Owners under Section 33-1218(B), Section 33-1222, Section 33-1223 or Section 33-1228(B) of the Condominium Act, this Declaration, including the Plat, may be amended only by a vote of the Owners holding at least sixty-seven percent (67%) of the votes in the Association.

B. Except to the extent expressly permitted or required by the Condominium Act or this Declaration, an amendment to this Declaration shall not do any of the following without the unanimous consent of the Unit Owners: (1) create or increase Special Declarant Rights; (2) increase the number of Units; or (3) change the boundaries of any Unit, the allocated Interest of a Unit, or the use as to which any Unit is restricted. After the expiration of the Period of Declarant Control, an amendment to this Declaration shall not amend or delete any provisions of Article 12 or this Section 14.8.B in the absence of the unanimous consent of the Unit Owners.

C. An amendment to this Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control, unless Declarant approves the amendment in writing. In addition, any amendment to this Declaration adopted during the Period of Declarant Control must be approved in writing by Declarant. No amendment to Article 12, Section 14.7.B or this

Section 14.7.C shall be effective unless Declarant approves the amendment in writing even if Declarant no longer owns any Unit at the time of such amendment.

D. During the Period of Declarant Control, Declarant shall have the right to amend this Declaration, including the Plat, to: (1) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (2) correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner; or (3) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including, without limitation, the Department of Veterans Affairs, the Federal Housing Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

E. Any amendment adopted by the Unit Owners pursuant to Section 14.7 shall be signed by the President or Vice President of the Association and shall be Recorded within thirty (30) days after the adoption of the amendment. Any such amendment shall certify that the amendment has been approved as required by this Section 14.7. Any amendment made by Declarant pursuant to Section 14.7.D or the Condominium Act shall be executed by Declarant and shall be Recorded.

14.9 Notices. All notices, demands, statements or other communications required to be given to or served on a Unit Owner under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, addressed to the Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Owner. A Unit Owner may change such Owner's address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association. A notice given by mail shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is mailed. If a Unit is owned by more than one (1) person, notice to one (1) of the Owners shall constitute notice to all Owners of the same Unit. Each Unit Owner shall file such Owner's correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

14.10 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Condominium. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

14.11 Gender and Number. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

14.12 Nuisance. The result of every act or omission whereby any provision or restriction contained in this Declaration or any provision contained in the Bylaws is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

14.13 Attorneys' Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration or the Bylaws, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

14.14 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

14.15 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration or the Bylaws are determined to be unenforceable in whole or in part or under certain circumstances.

14.16 Personal Covenant. To the extent the acceptance of a conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant, other Owners or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner, except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

14.17 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Elements that may be sustained by reason of the negligence of that Owner or such Owner's family members, contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by casualty insurance in favor of the Association. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, contract purchasers, tenants, guests and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including any exclusive easement areas, if any, except

to the extent: (A) that such injury or damage is covered by liability insurance in favor of the Association or any other Owner, or (B) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other owner or other person temporarily visiting such Unit.

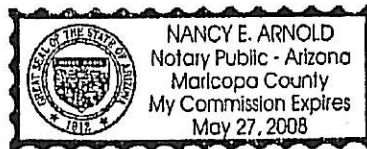
14.18 Declarant's Right to Use Similar Name. The Association hereby irrevocably consents to the use by any other nonprofit corporation which may be formed or incorporated by Declarant of a corporate name which is the same or deceptively similar to the name of the Association provided one or more words are added to the name of such other corporation to make the name of the Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letters, documents or other writings as may be required by the Arizona Corporation Commission in order for any other nonprofit corporation formed or incorporated by the Declarant to use a corporate name which is the same or deceptively similar to the name of the Association.

14.19 Conflicting Provisions. In the case of any conflict between this Declaration, the Articles or the Bylaws, this Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of this 1st day of February, 2006.

COVACIU, L.L.C., an Arizona limited liability company,

By Avram Covaciu
Avram Covaciu
Its Managing Member



[Declarant]

STATE OF ARIZONA

County of Maricopa

The foregoing instrument was acknowledged before me this 1st day of February, 2006, by Avram Covaciu, the Managing Member of COVACIU, L.L.C., an Arizona limited liability company, on behalf of the company.

(Seal and Expiration Date)

Nancy E. Arnold
Notary Public

CONSENT, RATIFICATION AND APPROVAL

IRWIN UNION BANK, FSB (the "Bank") is the beneficiary under that certain Deed of Trust dated November 18, 2005, and recorded on November 22, 2005, at Recording No. 2005-1765845, Records of Maricopa County, Arizona (the "Deed of Trust"), encumbering that certain real property described in the foregoing Condominium Declaration for Quail Run Condominiums ("Declaration") as the Parcel.

Now, therefore, the Bank hereby ratifies, confirms and approves the Declaration and agrees that the lien of the Deed of Trust and all rights the Bank may have with respect to the Parcel are subject and subordinate to the Declaration; provided, however, that this consent and approval shall not constitute a subordination of the lien of the Deed of Trust to any assessment lien or charge created or arising pursuant to the terms of the Declaration.

Dated as of the 2nd day of February, 2006.

IRWIN UNION BANK, FSB

By [Signature]
Its Vice President

STATE OF TEXAS ARIZONA
County of Maricopa

This instrument was acknowledged before me this 2nd day of February, 2006, by Jeff Crebb, the Vice President of IRWIN UNION BANK, FSB, on behalf of the Bank.

(Seal and Expiration Date)

[Signature]
Notary Public

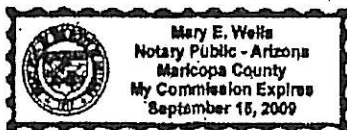


EXHIBIT A

[Parcel]

Lot One (1) QUAIL RUN, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 294 of Maps, page 24;

EXCEPT all gas, coal and minerals whatsoever, already found or which may hereafter be found in or under said land;

EXCEPT all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value.

EXCEPT all underground water, in under or flowing through said land and water rights appurtenant thereto.

EXHIBIT B

[Unit Numbers]

101	141	181
201	241	281
102	142	182
202	242	282
103	143	183
203	243	283
104	144	184
204	244	284
111	151	191
211	251	291
112	152	192
212	252	292
113	153	193
213	253	293
114	154	194
214	254	294
121	161	195
221	261	295
122	162	196
222	262	296
123	163	197
223	263	297
124	164	198
224	264	298
131	171	
231	271	
132	172	
232	272	
133	173	
233	273	
134	174	
234	274	



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2006-0811794 06/16/06 08:43 AM
1 OF 1

KNAPPENBERGER

After recording, please return to:
Margaret L. Steiner
Dodge, Anderson, Mableson, Steiner, Jones & Horowitz, Ltd.
3003 North Central Avenue, Suite 1800
Phoenix, Arizona 85012-2909

FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR QUAIL RUN CONDOMINIUMS

This First Amendment to Condominium Declaration for Quail Run Condominiums (the "Amendment") is made as of the 15th day of June, 2006 (the "Effective Date"), by COVACIU, L.L.C., an Arizona limited liability company ("Declarant").

RECITALS:

- A. Quail Run Condominium ("Quail Run") is a condominium consisting of eighty-eight (88) units located in Maricopa County, Arizona.
- B. The Condominium Declaration for Quail Run Condominiums was recorded on April 21, 2006, at Recording No. 2006-0532589, records of Maricopa County, Arizona (the "Declaration").
- C. Declarant is the current owner of all of the units in Quail Run.
- D. Declarant now wishes to modify the Declaration to clarify the responsibility for maintenance of water lines within Quail Run.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

C:\Home\CLINT\SCovacu\06579\QuailRun\001\Docs\061400\AmendCondoDeclar1st.doc

RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED
ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, OR NATIONAL ORIGIN
ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE AZ USC 41-1501.

AGREEMENTS:

1. Each capitalized but undefined term contained in this Amendment shall have the same meaning as is set forth in the Declaration.

2. The following Section 5.7 is hereby added to Article 5:

"5.7 **Water Lines.** As used in this Section, the term "Water Lines" means all water lines and appurtenant facilities within the boundaries of the Condominium. Each Owner shall be responsible for the maintenance, repair and replacement of all Water Lines located within the boundaries of such Owner's Unit. The Association shall be responsible for the maintenance, repair and replacement of all other Water Lines located within the Condominium."

3. Except as provided herein, all other items and conditions set forth in the Declaration shall remain in full force and effect.

Executed as of the date and year first described above.

COVACIU, L.L.C., an Arizona limited liability company,

By Avram Covaciu
Avram Covaciu
Its Managing Member

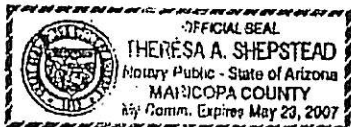
[Declarant]

STATE OF ARIZONA

County of Maricopa

The foregoing instrument was acknowledged before me this 15th day of June, 2006, by Avram Covaciu, the Managing Member of COVACIU, L.L.C., an Arizona limited liability company, on behalf of the company.

(Seal and Expiration Date)



[Signature]
Notary Public

WHEN RECORDED MAIL TO:
Transamerica Title Ins. Co.
P. O. Drawer 13028
Phoenix, AZ 85002
V. J. De Santa, Jr.
Truat. No. 5467

ALL 9679 PAGE 572

235163
24-R, AGR.

EASEMENT

By V. J. De Santa, Jr.
County Recorder
Maricopa County
SEP 11 1972 8:00AM
RECORDED

STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument is a true and correct copy of the original as recorded in the office of the County Recorder of Maricopa County, Arizona.

In consideration of Ten Dollars and other valuable considerations, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee, and not personally, hereby grants to the public a public utility and drainage easement ten (10) feet in width, five (5) feet on each side of the lot line common to the following described property:

Lots 1 and 2, Lots 3 and 4, Lots 7 and 8, Lots 12 and 13, Lots 14 and 15, and Lots 16 and 17, all in Block 1;

Lots 1 and 2, Lots 9 and 10, Lots 11 and 12, Lots 13 and 14, and Lots 15 and 16, all in Block 2;

Lots 1 and 2, Lots 3 and 4, Lots 6 and 7, Lots 7 and 8, Lots 8 and 9, and Lots 9 and 10, all in Block 3;

Lots 1 and 2 and Lots 4 and 5, all in Block 4;

all as situated in FOUNTAIN HILLS ARIZONA, FINAL PLAT NO. 207, according to the plot of record in the office of the County Recorder of Maricopa County, Arizona, in Book 147 of Maps, page 6.

DATED this 5th day of September, 1972.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee

By V. J. De Santa, Jr.
Trust Officer

STATE OF ARIZONA)
County of Maricopa)

Before me, this 5th day of September, 1972, personally appeared V. J. De Santa, Jr., who acknowledged himself to be a Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee by himself as such officer.

Charlotte H. Saunders
Notary Public

My commission expires August 12, 1975

Description: Maricopa, AZ Document-Book. Page [<1983] 9679.572 Page: 1 of 1
Order: d3 Comment:

RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, MARITAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE AS USED TO(4)

RUNNER PICK UP:
SALT RIVER PROJECT
Land Department
P. O. Box 52025
Phoenix, Arizona 85072-2025

RECORDING



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

92-0455116

08/18/92 04:00

UNDERGROUND POWER EASEMENT

Maricopa County
Parcel #176-5-808

R/W #2463 AGT. JG
Work Order #KN1-5151
W JAG C MAA

FOUNTAIN PROPERTIES LIMITED PARTNERSHIP,
an Arizona limited partnership,

herein called Grantor, for and in consideration of the sum of one Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, herein called Grantee, and to its successors and assigns, the right, easement and privilege to construct, reconstruct, replace, repair, operate and maintain underground electrical conductors, together with its related conduits, pipes, cables, transformers and other equipment, enclosures, pads, vaults and manholes, and all other appliances, appurtenances, and fixtures for use in connection therewith, for the transmission and distribution of electricity and for all other purposes connected therewith at locations and elevations, in, upon, over and under, through and across the following described property:

A portion of Lot 1, QUAIL RUN, according to the plat on file in the Office of the County Recorder, Maricopa County, Arizona, in Book 294 of Maps, Page 24, being more particularly described as follows:

A strip of land 8.0 feet in width, 4.0 feet on each side of the following described centerline:

COMMENCING at the Northeast corner of said Lot 1; thence South 01°10'00" West along the East line of said Lot 1, a distance of 31.15 feet to the TRUE POINT OF BEGINNING of the easement herein described; thence North 88°50'00" West, 2.54 feet; thence South 04°56'40" West, 152.32 feet; thence South 76°21'52" West, 77.94 feet; thence North 69°24'04" West, 174.47 feet; thence North 76°56'34" West, 6.31 feet; thence South 78°12'07" West, 101.05 feet; thence South 84°09'04" West, 40.60 feet; thence North 76°08'46" West, 101.96 feet to a point hereinafter referred to as Point "A"; thence North 08°05'45" West, 99.75 feet to the South edge of a 4.0 foot by 4.0 foot transformer pad, said pad being a part of this easement; Also from said Point "A", thence South 40°02'29" West, 90.18 feet; thence North 65°10'55" West, 146.95 feet; thence North 29°29'24" East, 49.89 feet; thence North 58°10'00" West parallel with the South line of said Lot 1, 10.0 feet more or less to a terminus on the West line of said Lot 1.

EXCEPTING THEREFROM that portion of the above described easement lying within the dedicated public utility easement as shown on said plat; and also EXCEPT that portion of the above described easement lying outside the boundary lines of said Lot 1.

92 455116

CAUTION: The above described easement contains high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area, immediately in front of all transformer and other equipment openings, that extends 8.0 feet outward from the edge of all transformer and equipment pads and that no obstructions, trees, shrubs, fixtures or permanent structures shall be placed within said area.

The Grantee shall at all times have the right of full and free ingress and egress to and along said easement for the purposes heretofore specified, and the right to permit other utility companies to use the right of way jointly with th. Grantee for their utility purposes.

If the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights so granted shall cease and revert to the Grantor, its heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of the respective parties hereto.

IN WITNESS WHEREOF, FOUNTAIN PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, has caused its name to be executed by the partners duly authorized, this 10 day of August, 1992.

FOUNTAIN PROPERTIES LIMITED PARTNERSHIP,
an Arizona limited partnership

Scott Properties Limited Partnership

By [Signature]
Gen. Partner

By _____
Partner

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On this 10 day of August, 1992, before me, the undersigned officer, personally appeared Barry Martinson and _____, partners of FOUNTAIN PROPERTIES LIMITED PARTNERSHIP, an Arizona limited partnership, and acknowledged that this document was executed on behalf of the partnership for the purposes therein contained.

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

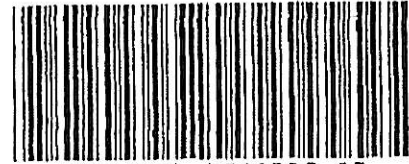
My Commission Expires:
10-13-92

[Signature]
Notary Public

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Cox Communications
1550 W. Deer Valley Rd. DVA-12
Phoenix, Arizona 85027

Attn: NBD MDU Sales Manager
THIS IS A CONVEYANCE OF AN EASEMENT |
AND CONSIDERATION IS LESS THAN \$100.00 |



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2005-1758584 11/21/05 11:00
2 OF 12

TORSTAR

space above for recorders use only

GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT

THIS GRANT OF EASEMENT is made this 26 day of Oct, 2005, by and between Covad, LLC DBA Qual Net ("Grantor") and CoxCom, Inc., a Delaware corporation ("Cox"). Grantor is the owner of the real property located in Maricopa County, Arizona, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property") and does hereby grant to Cox, its affiliates, successors and assigns, a perpetual, non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Cox may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities"), in, under, over, and upon the Property (the "Easement Area").

Cox shall have the right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the property of Cox and Grantor shall not damage the Facilities nor interfere with Cox's use of the Facilities. Cox shall have the right to clear obstructions including trees, roots and undergrowth from the Easement Area. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Cox's rights herein. Owner's leasing agents will permit Cox reasonable access to individual Tenant units, provided that, in the case of occupied Tenant units, Cox has specific written authorization for entry from the Tenant of the unit.

For purpose of ingress and egress to the Easement Area, Cox shall have a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area. Any damage caused to the Premises by Cox during installation, maintenance, repair, or removal of the Distribution System will be repaired to Owner's reasonable satisfaction.

Grantor, for itself, its successors and assigns, does hereby covenant and agree with the Cox, and its successors and assigns, that the Grantor at the time of execution of this Easement as the good, right and authority to grant this Easement, and that the Grantor and its successors and assigns further covenant to warrant and defend said Easement against the lawful claims of all persons whatsoever.

PLEASE TAKE NOTICE that Grantor and Cox have also entered into a Services Agreement (the "Agreement") dated 10/26, 2005, which, in accordance with its terms, entitles Cox to provide cable television and other telecommunications services on the Property. Among other things, the Agreement also provides Cox with rights of ingress and egress to the property necessary or useful to provide such service and maintain its Facilities and provides for ownership of the Facilities on the property used in providing such services. The Agreement binds any successors and assigns of the Grantor in accordance with its terms. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

Cox requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the Property, sent to the address above.

3/10

GRANTOR:

COX:

CoxCom, Inc., a Delaware corporation

By: Ayram Kovacic
Name: AYRAM KOVACIC
Title: Owner

By: Howard Tigerman
Name: Howard Tigerman
Title: VP of Business Operations

GRANTOR ACKNOWLEDGMENT

State of ARIZONA
County of MARICOPA

This instrument was acknowledged before me on the date of Sept. 30, 2005 by AYRAM KOVACIC (name of person) as OWNER (title) of KOVACIC LLC DBA QUAIL RUN (name of party on whose behalf instrument was executed).

[NOTARY SEAL]



Notary Public State of Arizona
Maricopa County
Julie A. Heinzelman
Expires October 05, 2007

Julie A. Heinzelman
Notary Public
Name: JULIE HEINZELMAN
My Commission Expires: 10/05/2007

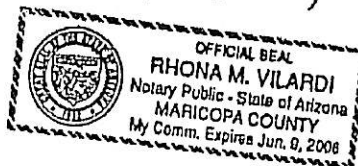
COX ACKNOWLEDGMENT

State of Arizona
County of Maricopa

This instrument was acknowledged before me on the date of 10/26/05 by Howard Tigerman (name of person) as Vice President (title) of CoxCom, Inc., a Delaware corporation.

[NOTARY SEAL]

Rhona M. Vilardi
Notary Public
Name: Rhona M. Vilardi
My Commission Expires: June 9, 2006



20051758584

LEGAL DESCRIPTION
Quail Run Apartments

Lot 1, Quail Run, According to Book 294 of Maps, Page 24, Records of Maricopa County, Arizona.

147-6

FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 207

A subdivision of a part of Sections 14, 15, 17, 18, R. 6E of the
G&SR, 8th, Maricopa County, Arizona.
FOUNTAIN HILLS, ARIZONA
Scale: 1" = 100'

57431

The City of Fountain Hills
Book 6-147

SHEET 2 OF 2 SHEETS

COUNTY RECORDS RECEPTION NUMBER _____
RECORDING DATE _____
BOOK NUMBER _____ PAGE NUMBER _____

147-6

CURVE DATA

Sta.	Ch.	A	I	L
0+00	1	20.00	1.00	11.46
0+20	1	20.00	1.00	11.46
0+40	1	20.00	1.00	11.46
0+60	1	20.00	1.00	11.46
0+80	1	20.00	1.00	11.46
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4+80	1	20.00	1.00	11.46
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7+40	1	20.00	1.00	11.46
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8+60	1	20.00	1.00	11.46
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19+60	1	20.00	1.00	11.46
19+80	1	20.00	1.00	11.46
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20+20	1	20.00	1.00	11.46
20+40	1	20.00	1.00	11.46
20+60	1	20.00	1.00	11.46
20+80	1	20.00	1.00	11.46
21+00	1	20.00	1.00	11.46
21+20	1	20.00	1.00	11.46
21+40	1	20.00	1.00	11.46
21+60	1	20.00	1.00	11.46
21+80	1	20.00	1.00	11.46
22+00	1	20.00	1.00	11.46
22+20	1	20.00	1.00	11.46
22+40	1	20.00	1.00	11.46
22+60	1	20.00	1.00	11.46
22+80	1	20.00	1.00	11.46
23+00	1	20.00	1.00	11.46
23+20	1	20.00	1.00	11.46
23+40	1	20.00	1.00	11.46
23+60	1	20.00	1.00	11.46
23+80	1	20.00	1.00	11.46
24+00	1	20.00	1.00	11.46
24+20	1	20.00	1.00	11.46
24+40	1	20.00	1.00	11.46
24+60	1	20.00	1.00	11.46
24+80	1	20.00	1.00	11.46
25+00	1	20.00	1.00	11.46
25+20	1	20.00	1.00	11.46
25+40	1	20.00	1.00	11.46
25+60	1	20.00	1.00	11.46
25+80	1	20.00	1.00	11.46
26+00	1	20.00	1.00	11.46
26+20	1	20.00	1.00	11.46
26+40	1	20.00	1.00	11.46
26+60	1	20.00	1.00	11.46
26+80	1	20.00	1.00	11.46
27+00	1	20.00	1.00	11.46
27+20	1	20.00	1.00	11.46
27+40	1	20.00	1.00	11.46
27+60	1	20.00	1.00	11.46
27+80	1	20.00	1.00	11.46
28+00	1	20.00	1.00	11.46
28+20	1	20.00	1.00	11.46
28+40	1	20.00	1.00	11.46
28+60	1	20.00	1.00	11.46
28+80	1	20.00	1.00	11.46
29+00	1	20.00	1.00	11.46
29+20	1	20.00	1.00	11.46
29+40	1	20.00	1.00	11.46
29+60	1	20.00	1.00	11.46
29+80	1	20.00	1.00	11.46
30+00	1	20.00	1.00	11.46
30+20	1	20.00	1.00	11.46
30+40	1	20.00	1.00	11.46
30+60	1	20.00	1.00	11.46
30+80	1	20.00	1.00	11.46
31+00	1	20.00	1.00	11.46
31+20	1	20.00	1.00	11.46
31+40	1	20.00	1.00	11.46
31+60	1	20.00	1.00	11.46
31+80	1	20.00	1.00	11.46
32+00	1	20.00	1.00	11.46
32+20	1	20.00	1.00	11.46
32+40	1	20.00	1.00	11.46
32+60	1	20.00	1.00	11.46
32+80	1	20.00	1.00	11.46
33+00	1	20.00	1.00	11.46
33+20	1	20.00	1.00	11.46
33+40	1	20.00	1.00	11.46
33+60	1	20.00	1.00	11.46
33+80	1	20.00	1.00	11.46
34+00	1	20.00	1.00	11.46
34+20	1	20.00	1.00	11.46
34+40	1	20.00	1.00	11.46
34+60	1	20.00	1.00	11.46
34+80	1	20.00	1.00	11.46
35+00	1	20.00	1.00	11.46
35+20	1	20.00	1.00	11.46
35+40	1	20.00	1.00	11.46
35+60	1	20.00	1.00	11.46
35+80	1	20.00	1.00	11.46
36+00	1	20.00	1.00	11.46
36+20	1	20.00	1.00	11.46
36+40	1	20.00	1.00	11.46
36+60	1	20.00	1.00	11.46
36+80	1	20.00	1.00	11.46
37+00	1	20.00	1.00	11.46
37+20	1	20.00	1.00	11.46
37+40	1	20.00	1.00	11.46
37+60	1	20.00	1.00	11.46
37+80	1	20.00	1.00	11.46
38+00	1	20.00	1.00	11.46
38+20	1	20.00	1.00	11.46
38+40	1	20.00	1.00	11.46
38+60	1	20.00	1.00	11.46
38+80	1	20.00	1.00	11.46
39+00	1	20.00	1.00	11.46
39+20	1	20.00	1.00	11.46
39+40	1	20.00	1.00	11.46
39+60	1	20.00	1.00	11.46
39+80	1	20.00	1.00	11.46
40+00	1	20.00	1.00	11.46
40+20	1	20.00	1.00	11.46
40+40	1	20.00	1.00	11.46
40+60	1	20.00	1.00	11.46
40+80	1	20.00	1.00	11.46
41+00	1	20.00	1.00	11.46
41+20	1	20.00	1.00	11.46
41+40	1	20.00	1.00	11.46
41+60	1	20.00	1.00	11.46
41+80	1	20.00	1.00	11.46
42+00	1	20.00	1.00	11.46
42+20	1	20.00	1.00	11.46
42+40	1	20.00	1.00	11.46
42+60	1	20.00	1.00	11.46
42+80	1	20.00	1.00	11.46
43+00	1	20.00	1.00	11.46
43+20	1	20.00	1.00	11.46
43+40	1	20.00	1.00	11.46
43+60	1	20.00	1.00	11.46
43+80	1	20.00	1.00	11.46
44+00	1	20.00	1.00	11.46
44+20	1	20.00	1.00	11.46
44+40	1	20.00	1.00	11.46
44+60	1	20.00	1.00	11.46
44+80	1	20.00	1.00	11.46
45+00	1	20.00	1.00	11.46
45+20	1	20.00	1.00	11.46
45+40	1	20.00	1.00	11.46
45+60	1	20.00	1.00	11.46
45+80	1	20.00	1.00	11.46
46+00	1	20.00	1.00	11.46
46+20	1	20.00	1.00	11.46
46+40	1	20.00	1.00	11.46
46+60	1	20.00	1.00	11.46
46+80	1	20.00	1.00	11.46
47+00	1	20.00	1.00	11.46
47+20	1	20.00	1.00	11.46
47+40	1	20.00	1.00	11.46
47+60				

RESOLUTION RETURN TO
BOARD OF SUPERVISORS

RESOLUTION ORDINANCE (OR) 87 220665

WHEREAS, The Board of Supervisors as the governing body of Maricopa County may lay out, maintain, control and manage public roads within the County pursuant to Title 11, Chapter 2, Article 4 of the Arizona Revised Statutes (as amended), and

WHEREAS, the Board of Supervisors has the authority to accept or reject offers of dedication of private property by easement, deed, subdivision plat or other lawful means for public streets but does not have authority to acquire any right, title or interest in any utility easements provided for in recorded subdivision plats,

WHEREAS, it appears that all utilities serving the area and that have been granted a Certificate of Convenience and Necessity by the Arizona Corporation Commission have consented to the vacation and abandonment, and

WHEREAS, all abutting property owners have consented by letter to the vacation and abandonment, and

WHEREAS, there appears to be no objections to said abandonment described as follows:

The 20-foot wide public utility and drainage easement running in a general northerly direction between Lot 5 and Lot 6, Block 3, Final Plat No. 207, Fountain Hills, Arizona, as recorded in Book 147 of Maps, Page 6, M.C.N., EXCEPT the North 30 feet thereof.

Recorded in official records of Maricopa County, Arizona			
DATE	APR 10 '87	FEE	4.95
		PGS	2
KEITH ROLETIS, COUNTY RECORDER			

RESOLUTION RETURN TO
BOARD OF SUPERVISORS

Description: Maricopa, AZ Document-Year.DocID 1987.220665 Page: 1 of 2

Order: d3 Comment:

87 220665

NOW, THEREFORE, BE IT RESOLVED, that Maricopa County by this resolution hereby indicates that Maricopa County has no interest in the utility easements and that this disclaimer of interest is solely for the purpose of removing any potential cloud on the titles and that this action by Maricopa County in no way affects the rights of any private parties to oppose the abandonment or assert any rights resulting therefrom or existing previous to any action by Maricopa County.

Done in open session this 16th day of June, 1986.

Board of Supervisors
Maricopa County, Arizona

By [Signature]
Chairman of the Board

ATTEST:

[Signature]
Clerk, Board of Supervisors

Subscribed and sworn to before me this 16th day
of June, 1986.

[Signature]
Notary Public

My Commission Expires:

10-12-88

AFTER RECORDING RETURN TO
BOARD OF SUPERVISORS



CABLE TELEVISION SERVICE AGREEMENT AND EASEMENT

AGREEMENT (XG)

CABLE TELEVISION SERVICE AGREEMENT dated the 11th day of February, 1986
between GM Development hereinafter called "the Owner", and
AMERICAN CABLE TELEVISION, INC. hereinafter called the "Company".

WHEREAS, Owner has requested Company to install cable television on his
property more particularly described as Schedule "A" located at 16657 E. Gemini Dr
Quail Run Fountain Hills, hereinafter called "the Premises", consisting
of 88 units; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

88 084494

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

BY *Bruce Mattison*
Owner of Authorized Agent

BY *Ivan D. Johnson*
American Cable Television, Inc.

BY BRUCE MATTISSON
Print clearly or type above signature

BY Ivan D. Johnson
Print clearly or type above signature

DATE 2-11-86

DATE 5-21-87

88 084494

State of ARIZONA
County of MARICOPA

State of Arizona
County of Maricopa

Subscribed and sworn to before me
this 11th day of FEB.,
1986, at SCOTTSDALE.

Subscribed and sworn to before me
this 21st day of May,
1987, at Phoenix, Arizona.

My Commission Expires:
My Commission Expires Aug. 23, 1988

My Commission Expires:
October 9, 1989

Dorothy S. Baker
Notary Public

Patricia H. Black
Notary Public

BULK CABLE SERVICE ADDENDUM
FOR

QUAIL RUN APARTMENTS

The Agreement and Easement dated 2-11-86 between GM Development and Times Mirror Cable of Arizona is amended to include the following:

Company agrees to provide each unit in the complex with basic cable television service, including maintenance of the cable service, at no charge to the occupants.

In consideration of the services provided hereunder to each unit of the premises, Owner agrees to pay Company a fee of 50% of the franchised individual rate (\$ 5.00 per unit, per month). Total monthly billing \$ 440.00.*

Pursuant to paragraph 4 (four) of the original cable television service agreement and easement, Owner accepts sole responsibility for bulk billing fees due hereunder for the term of the bulk service agreement and any extensions thereof.

*Billing shall be based on the following step-up billing cycle: **88 084494**

Months	Units Billed Each Month
1 & 2	14 units
3 & 4	39 units
5 & 6	56 units
7 & 8	72 units
9 & 10	80 units
11 thru 36	88 units

The monthly billing rate may be adjusted annually. In no event will any rate increase exceed 5% in any year. However, in the event that cable system services are upgraded above the current 12 channels during the term of this Agreement, Owner agrees to renegotiate the monthly billing rate to reflect enhanced service.

There will be no installation charge to the current residents for the basic cable service, and each resident has the option of adding on premium channels at his/her expense.

The standard \$10.00 deposit on each converter will be waived. However, each resident will be responsible for the return of all converters and any additional charges.

This Agreement will remain in force for an initial term of thirty-six (36) months from date of start of billing and shall renew for additional six (6) month periods thereafter. It may be terminated by either party after the initial term by giving a written notification of intent to terminate a minimum of 30 days prior to contract renewal.

This Agreement shall inure to the benefit of and be binding upon the parties hereof and their legal representatives, successors and assigns. However, in the event that Owner transfers ownership of this property during the initial term of the bulk cable service agreement and the new Owners are unwilling to assume the bulk cable service obligations herein, Company agrees to release Owner from further bulk cable service obligations after the first eighteen (18) months of service upon Company's receipt of an amount equal to 50% of the remaining bulk billing due for the initial term of this bulk cable service agreement.

Should bulk cable service be terminated, the original Agreement and all provisions therein will be reinstated.

In the event that Owner's property is placed in Federal Bankruptcy Receivership, Company retains the right to terminate this bulk service agreement with no further recourse from Owner.

Owner agrees to keep all terms and rates of this bulk cable service agreement in strict confidence.

Company agrees to extend, at no charge, one (1) full service converter(s) to on-site management for assistance in helping the Company achieve maximum cable subscriber penetration and satisfaction for the term of this bulk agreement.

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

By [Signature] Owner or Authorized Agent By [Signature] For Company

By BLUCE MARTINSON Print clearly or type above signature By Ivan D. Johnson Print clearly or type above signature
Date 2-11-86 Date MAY 20, 1987

State of ARIZONA State of Arizona
County of MARICOPA County of Maricopa 88 084494
Subscribed and sworn to before me Subscribed and sworn to before me
this 11th day of JANUARY this 20th day of MAY
1986, at SCOTTSDALE 1987, at PHOENIX, AZ.

My commission expires: My commission expires:
by Commission Expires Aug. 21, 1987 My Commission Expires Oct. 9, 1989
[Signature] Notary Public [Signature] Notary Public

EXHIBIT A

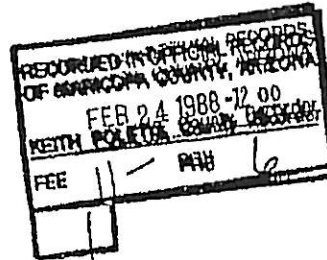
LEGAL DESCRIPTION FOR:

QUAIL RUN APARTMENTS
16657 East Gunsite Drive
Fountain Hills

LEGAL:

A PORTION OF:
SE 1/4 SE 1/4 SECTION 15, T 3 N, R 6 E, G&SRB&M

88 084494



ACCOMMODATION
RECORDING

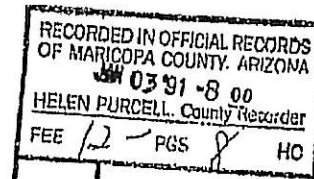
by
TRANSAMERICA
TITLE INSURANCE
COMPANY

33925000092

This document has
been recorded as an
ACCOMMODATION ONLY.
No examination of the
document has been
undertaken in order
to determine its
accuracy or validity.

RESOLUTN (SO)

RESOLUTION NO. 1990-34



91 001704

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN
OF FOUNTAIN HILLS, ARIZONA EXPRESSING THE INTENTION OF
GRANTEE; DISCLAIMING INTEREST IN CERTAIN REAL PROPERTY;
RETAINING RIGHT, TITLE AND INTEREST IN CERTAIN REAL
PROPERTY; AUTHORIZING AND DIRECTING RECORDATION OF THIS
RESOLUTION IN THE OFFICE OF THE MARICOPA COUNTY RECORDER;
AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
FOUNTAIN HILLS, ARIZONA AS FOLLOWS:

SECTION 1. That on July 18, 1990 the Town accepted warranty
deeds from Fountain Hills Special Road Districts #9, #10, #11 and
#12 conveying all right, title and interest possessed by said
Districts in certain real property located in Maricopa County,
Arizona and that attached hereto and incorporated herein by
reference is a list of parcels as well as the fee numbers of
recordation and that said list consists of six (6) pages and is
labeled as Exhibit A.

SECTION 2. That the acceptance of such deeds vested in the
Town the right, title and interest of the Districts in all public
right of way no matter how designated or named and including all
easements of record.

SECTION 3. That the Town by virtue of said deeds described
in Exhibit A claims no right, title or interest in any other realty
than the public right of way and does hereby disclaim any right,
title or interest to any real property other than said public right
of way and easements.

SECTION 4. That this Resolution and the disclaimer set
forth in Section 3. above applies only to those deeds described in
Exhibit A and in no way affects any powers of the Town to acquire

RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED
ON RACE, COLOR, RELIGION, SEX, MARITAL STATUS, OR NATIONAL ORIGIN
ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE 42 USC 2000c

91 001704

interest in property by deed, gift or eminent domain nor does it alter or change the status of title to any real property convey by instruments other than those described in Exhibit A.

SECTION 5. That upon passage and adoption of this Resolution, the Town Clerk is authorized and directed to record a certified copy of this Resolution in the office of the County Recorder of Maricopa County, Arizona.

SECTION 6. That as a result of the recordation of the deeds in Exhibit A, there exists a cloud on the titles to certain real property and that is not in the best interests of the public health, safety and welfare of the community to allow said cloud to remain on the title of public property; an emergency is hereby declared to exist and as such this Resolution shall become effective immediately upon the affirmative vote of 3/4 of the members of the Town Council and as such an emergency measure it shall be exempt from the provisions of the law regarding referendum.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Fountain Hills, Arizona this 20th day of December, 1990.



John M. Cutillo
Mayor

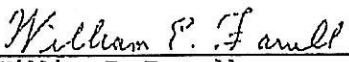
ATTEST TO:



Cassie B. Hansen
Town Clerk

APPROVED AS TO FORM:

REVIEWED BY:



William E. Farrell
Town Attorney



Paul L. Nordin
Town Manager

FOUNTAIN HILLS RESOLUTION 1990-34

Page 2

91 001704

FOUNTAIN HILLS DEEDS

GRANTOR: FOUNTAIN HILLS SPECIAL ROAD DISTRICT NO. 9

<u>PLAT</u>	<u>BOOK/PAGE</u>	<u>RECORDED AT:</u>
412-A	158-20	90-322466
303	147-4	90-322467
412-B	163-2	90-322468
401-A	155-11	90-322469
111	150-12	90-322470
112	271-26, 272-40	90-322471
401-B	155-12	90-322472
403-B	155-34	90-322473
201-A	150-32	90-322474
202	147-5	90-322487
106	162-40	90-322475
108	150-25, 153-44, 160-5	90-322476
201	144-3, 148-47	90-322477
203	149-29	90-322478
204	142-10	90-322479
207	147-6	90-322480
208	144-4	90-322481
210	306-10	90-322482
212	141-17	90-322483
213	155-24	90-322484
302	156-45	90-322485
302-A	164-43	90-322486
101-B	149-4	90-322488
101-A	150-31	90-322489
110	159-42	90-322464
101	139-31	90-322490
414	287-22, 327-47	90-322491
428	155-19	90-322492
429	155-22	90-322493
430	150-30	90-322494
451	151-43	90-322432
432	155-23	90-322463
433	156-20	90-322433
505-A	158-40	90-322434
Clear Aire	204-38	90-322435
Courtside Villas	206-24	90-322436
Glenbrook	327-24	90-322437
Lakeside Patio Homes	278-27	90-322438
Morningside	318-44	90-322439
Kimber Point	329-30	90-322440
107	141-18	90-322441
107-A	149-18	90-322442
107-B	149-5	90-322443

LST029DRKA-S
WPY072490

91 001704

<u>PLAT</u>	<u>BOOK/PAGE</u>	<u>RECORDED AT:</u>
107-C	149-17	90-322444
105	147-45	90-322445
102	149-12	90-322446
205	141-16	90-322447
Golden Eagle Boulevard from Palisades Boulevard to existing Golden Eagle Boulevard Trevino Drive (conveyed to District at 89-318174)		90-322448
Coyote Drive Vista Del Lago (conveyed to District at 88-299903)		90-322449 90-322450
		90-322451

91 001704

GRANTOR: FOUNTAIN HILLS SPECIAL ROAD DISTRICT NO. 10

<u>PLAT</u>	<u>BOOK/PAGE</u>	<u>RECORDED AT:</u>
102	142-12	90-322454
103	149-3	90-322455
104	139-32	90-322522
111	150-12	90-322456
201	144-3, 148-47	90-322457
203	149-29	90-322523
204	142-10	90-322521
206	147-2, 9785-824	90-322502
207	147-6	90-322504
208	144-4	90-322520
212	141-17	90-322516
401-A	155-11	90-322501
401-B	155-12	90-322515
403-A	155-33	90-322453
403-A	155-12	90-322452
403-B	155-34	90-322514
411	149-30	90-322519
412-A	158-20	90-322513
412-B	163-2, 148-47	90-322518
414	287-22, 327-47	90-322512
422	155-21, 148-47	90-322511
423	149-31	90-322500
505-A	158-40	90-322496
601-A	161-44	90-322510
601-B	166-31, 294-21	90-322499
601-C	325-46	90-322509
601-D	339-29	90-322503
602-B	166-32	90-322498
602-C	166-33	90-322508
603-C	161-43	90-322497
604-D	165-13, 277-46, 292-48	90-322458
605-A	164-12	90-322507
605-B	164-13	90-322506
605-B	207-37	90-322505
La Vida Buena Condos Fountain Hills Boulevard (property conveyed to District in Docket 12903, pages 32-33) Cimber Point	329-30	90-322517 90-322495

91 001704

GRANTOR: FOUNTAIN HILLS SPECIAL ROAD DISTRICT NO. 10

PLAT

BOOK/PAGE

RECORDED AT:

104

139-32

90-322465

-4-

91 001704

GRANTOR: FOUNTAIN HILLS SPECIAL ROAD DISTRICT NO. 11

<u>PLAT</u>	<u>BOOK/PAGE</u>	<u>RECORDED AT:</u>
505-A (except Golden Eagle from Palisades to existing Golden Eagle)	158-40	90-322388
506-C	159-31	90-322389
507-A, 508	165-41, 336-2	90-322390
507-C, 508	165-39, 336-2	90-322391
507-D	165-42	90-322392
507-E	165-43	90-322393
508	336-2	90-322394
601-A	161-44	90-322395
601-B	166-31, 294-21	90-322396
601-C	325-46	90-322397
601-D	339-29	90-322418
602-A	161-42	90-322398
602-B	166-32	90-322399
602-C	166-33	90-322400
602-D	166-34	90-322401
603-A	165-44, 196-28	90-322402
603-B	161-43	90-322403
603-C	161-43	90-322404
604-A	165-16	90-322405
604-B	165-15, 196-27	90-322406
604-C	165-14, 280-6, 292-47	90-322407
604-D	165-13, 292-48, 277-46	90-322408
605-A	164-12	90-322409
605-B	164-13	90-322410
605-C	164-14	90-322411
605-D	164-15	90-322417
701	271-27	90-322412
Boulder Point Sierra Madre Drive between 506-C and 505-A Palisades Boulevard from Lost Hills Drive to east boundary of District No. 11 Golden Eagle Boulevard from Palisades Boulevard to existing Golden Eagle Boulevard	312-7	90-322413
		90-322414
		90-322415
		90-322416

91 001704

GRANTOR: FOUNTAIN HILLS SPECIAL ROAD DISTRICT NO. 12

<u>FLAT</u>	<u>BOOK/PAGE</u>	<u>RECORDED AT:</u>
505-A	158-40	90-322420
505-B	158-43	90-322421
505-C	158-42	90-322422
505-D	158-41	90-322423
506-A	159-30	90-322424
507-E	165-43	90-322425
508	336-2	90-322426
506-B	159-3	90-322427
506-C	159-31	90-322428
507-A	165-41, 336-2	90-322429
507-B	165-38	90-322430
507-D	165-42	90-322431
603-A	165-44, 196-28	90-322459
604-A	165-16	90-322460
604-B	165-15, 196-27	90-322461
Golden Eagle to Reservoir Site #4 (property conveyed to District in Docket 12489, pages 889-901) Boulder Point	312-7	90-322462 90-322419



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0680839 09/30/97 02:49

H013CR 8 OF 59

NOTICE OF TELECOMMUNICATION SERVICE
AND NON-EXCLUSIVE ACCESS AGREEMENT

Quail Run Apartments
16657 East Gunsight Drive
Fountain Hills, Arizona 85268
88 Units

PLEASE TAKE NOTICE that COXCOM, Inc., a Delaware corporation, (formerly known as Cox Communications Phoenix, Inc.), ("COX"), has entered into an agreement dated December 27, 1995, with the owner of the above property which entitles COX to provide cable television and/or other programming and telecommunications services to all residential units located on the Property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the agreement provides COX with non-exclusive rights of ingress and egress necessary or useful to provide such service and maintain its equipment and other facilities. The agreement also provides that all reception and service equipment and wiring installed on the Property shall be and remain the property of COX for its exclusive use.

The agreement binds any successors and assigns of the Owner in accordance with its terms. A copy of the agreement will be provided to any properly interested person upon written request.

By this notice, COX requests that it receive notice of any pending trustee or foreclosure sale or bankruptcy proceeding sent to:

Business Services
Cox Communications
17602 North Black Canyon Highway
Phoenix, Arizona 85023

IN WITNESS WHEREOF, the undersigned has set his hand this 22nd day of September, 1997.

COXCOM, INC.

By: [Signature]
Paul Gregg, Vice President

SUBSCRIBED AND SWORN TO before me this 22nd day of September, 1997.
[Signature]
Notary Public
My Commission Expires: July 27, 2001



LEGAL DESCRIPTION

LOT 1, QUAIL RUN, ACCORDING TO BOOK 294 OF MAPS, PAGE 24,
RECORDS OF MARICOPA COUNTY, ARIZONA.
