

12 Sep 79

" ORIGINAL "

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Coop for
Hegen Village West*

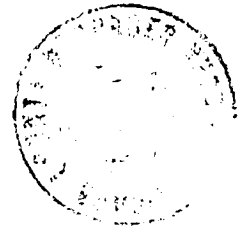
RECORDING REQUESTED BY:

Degen Development Company d/b/a
Degen Development Company of
Arizona
8305 Vickers Street, Suite R
San Diego, California 92111

PROP RSTR (PR)

WHEN RECORDED MAIL TO:

Degen Development Company d/b/a
Degen Development Company of
Arizona
3118 West Thomas Road - Suite 712
Phoenix, Arizona 85017



DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee (hereinafter "Trustee"), and DEGEN DEVELOPMENT COMPANY, a California corporation d/b/a Degen Development Company of Arizona, as Trustor (hereinafter "Declarant"),

W I T N E S S E T H:

WHEREAS, Trustee is the vested title holder for the benefit of Declarant of certain property in Phoenix, Maricopa County, State of Arizona, which is more particularly described as:

See Exhibit "A" attached hereto and incorporated herein

and

WHEREAS, Trustee will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW THEREFORE, Trustee hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to HALLCRAFT VILLAS WEST NINE TOWNHOUSE ASSOCIATION, an Arizona nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Exhibit "B" attached hereto and incorporated herein

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Degen Development Company, a California corporation d/b/a DEGEN DEVELOPMENT COMPANY OF ARIZONA, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area except as provided in Article XI, Section 4, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and rights to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.
- (d) The right of the individual owners in and to the exclusive use of parking spaces as provided for in Article X of this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership as follows:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, without further act or deed, upon the happening of any of the following events:

(a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(b) On May 1, 1984.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and appurtenances thereto.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment per lot shall be Six Hundred Dollars (\$600) which said annual assessment shall be payable in equal monthly installments of Fifty Dollars (\$50).

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FIRST
LOTS

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the use, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

1950
FIRST
LOTS

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each year, for each succeeding year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, in any assessment year the Association may levy a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor to all members in advance of the meeting. At the first such

meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, except as provided for in Articles VII and VIII.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been

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submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

The rights and duties of the owners of any lots within this townhouse project with respect to party walls shall be governed by the following:

- (a) Each wall, including patio walls, which is constructed as part of the original construction of the townhouse multi-family structure, any part of which is placed on the dividing line between separate townhouse 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) The cost of reasonable repair and maintenance of a party wall shall be shared by the adjoining owners of such wall in proportion to the use thereof, without prejudice, however, to the right of any owner to call for a larger contribution from the adjoining owner under any rule of law regarding liability for negligent or willful acts or omissions.
- (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, tenants, licensees, 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) Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) 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 townhouse in any manner which requires the extension or other alteration of any party wall, shall

first obtain the written consent of the adjoining owner.

- (g) 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 Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or, if the 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 personal 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.
- (h) 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.

ARTICLE VII

INTERIOR AND EXTERIOR MAINTENANCE

Each owner shall be responsible for the upkeep and maintenance of the interior and exterior of his townhouse, which includes the upkeep and maintenance of individual patios, as well as exterior maintenance upon each lot as follows: paint, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, including glass. The Association shall maintain as part of the Common Area and appurtenance thereto, trees, shrubs, grass, walks, and other exterior not located within individual patios. Further, all fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the Owner thereof. Termite control shall be the responsibility of the owner. An owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their owners.

In the event that the need for maintenance or repair to the exterior of the townhouse, except as to individual patios, is caused through the willful or negligent act or neglect of the owner, his family, guests, invitees, persons or animals for whom he is responsible, the Association shall cause the maintenance or repair to be performed and the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII

DAMAGE TO COMMON AREAS

In the event that the need for maintenance or repair of the Common Area and appurtenances thereto is caused through the willful or negligent act of the owner, his family, guests, invitees, person or animal for whom he is responsible, the Association shall cause the maintenance or repair to be performed and the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE IX

USE RESTRICTIONS

Section 1. Said premises are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than townhouses, being residence units joined together by party walls, shall be built on any parcel where the builder theretofore programmed and constructed a townhouse. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any portion of the premises at any time as a residence, either temporary or permanently.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of said development to maintain during the period of construction and sale of said townhouses, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 4. No advertising signs (except one of not more than five (5) square feet "for rent" or "for sale" sign per parcel,) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any townhouse or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted in any building or on any portion of the premises; provided further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the builder, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in the furtherance of its powers and purposes, as herein set forth.

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Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened in by adequate planting or fencing so as to conceal them from view of neighboring townhouses and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall

not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 6. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot, private street or drive within the subdivision in such a manner as to be seen from any other lot or from any streets, drives or alleyways within this subdivision.

Section 7. Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved in accordance with Architectural Control provisions in Article V herein.

Section 8. The common elements shall remain undivided and shall, at all times, be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the common elements.

Section 9. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon and structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

ARTICLE X

PARKING RIGHTS

Ownership of each lot shall entitle the owner or owners thereof to the use of two (2) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) vehicle parking spaces to each townhouse.

ARTICLE XI

EASEMENTS

Section 1. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing repairing, and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said premises, except as initially programmed and approved by the major builder of said premises. This easement shall in no way affect any other recorded easements on said premises.

Section 2. Special Easement for Sewer Utility. There is hereby created an easement for installation, replacing, repairing and maintaining a sewer utility. Said sewer easement shall extend from the point where the sewer utility exits the exterior walls of a townhouse erected upon the above-described premises to its intersection with the public sewer. The Association shall have the obligation to repair and maintain said sewer facility. This easement shall in no way affect any other recorded easements on said premises.

Section 3. Easement for Encroachments Due to Construction. Each townhouse and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed and then rebuilt, the owners of townhouses agree that minor encroachments on parts of the adjacent townhouse units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Notwithstanding any provision herein to the contrary, any encroachment permitted herein shall not exceed one (1) foot.

Section 4. Easement For Exclusive Use of Part of The Common Area Due To Expanded Individual Patios. Certain portions of the common area as described in Exhibit "C" attached hereto and incorporated herein shall be subject to a perpetual easement for exclusive use by the owners of certain lots also described in Exhibit "C" attached hereto and incorporated herein within the properties. Said Easement is created due to the encroachment of several of the individual patios associated with certain lots onto the common area which is the result of certain FHA and VA requirements as to minimum individual patio size. The actual extent of encroachment unto the common area by individual patios associated with specific lots is described as follows:

See Exhibit "C" attached hereto and incorporated herein

For purposes of enforcement of the provisions of this Declaration of Covenants, Conditions and Restrictions, the area of the easement shall be considered a portion of the individual lot to which it is associated. Further, the individual lot owner shall indemnify and hold the Association harmless as to any and all liability associated with the area of the easement. This easement shall in no way affect any other recorded easements on said premises.

ARTICLE XII

WATER

In addition to maintenance upon the Common Area, the Association shall provide water for all the properties herein for domestic consumption and landscape maintenance. The costs of said water shall be paid by the Association from assessments levied pursuant to Article IV herein. That portion of the assessments collected for payment of said water costs shall be segregated and maintained separately from other Association funds.

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ARTICLE XIII

ANNEXATION

Additional land within the area described in the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 163 of Maps, page 48 thereof, may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument, provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and, thereafter, by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration; annexation of additional properties; dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions.

. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this day of , 1979.

ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation

By *[Signature]*
ASSISTANT TRUST OFFICER

By _____
TRUSTEE

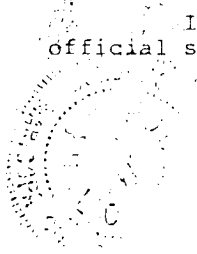
DEGEN DEVELOPMENT COMPANY d/b/a
DEGEN DEVELOPMENT COMPANY OF ARIZONA

By *[Signature]*
DECLARANT

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the _____ of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

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



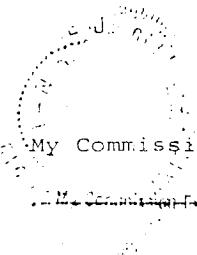
Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the _____ of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

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



Notary Public

My Commission Expires:

July 3, 1979

DESCRIPTION
VILLAS WEST NINE
Parcel 1

All of Hallcraft Villas West Nine, a Planned Area Development recorded in Book 163 of Maps on Page 48 in the office of the Maricopa County Recorder.

EXCEPT the following described parcel:

Commencing at the Northwest corner of said Hallcraft Villas West Nine;
Thence, South 00°14'10" West along the West line of said Hallcraft Villas West Nine, a distance of 59.00 feet to a point of tangency of a circular curve concave to the Northwest and having a radius of 550.00 feet;
Thence, continuing along said last mentioned West line and Southerly along the arc of said last mentioned curve through a central angle of 13°44'29", a distance of 131.91 feet;
Thence, South 13°58'39" West continuing along said last mentioned West line, a distance of 66.75 feet;
Thence, South 76°01'21" East, 19.00 feet to the true point of beginning.

Thence, South 75°26'06" East, 255.93 feet;
Thence, South 17°03'16" West, 120.22 feet;
Thence, South 21°38'42" West, 128.91 feet;
Thence, North 72°30'22" West, 19.79 feet;
Thence, North 17°29'38" East, 12.50 feet;
Thence, North 72°30'22" West, 230.63 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from said West line of Hallcraft Villas West Nine;
Thence, along said last mentioned parallel line as follows:
North 19°03'17" East, 164.79 feet to a point of tangency of a circular curve concave to the West and having a radius of 519.00 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a central angle of 05°09'38", a distance of 46.75 feet;
Thence, North 13°58'39", 11.80 feet to the true point of beginning.

AND EXCEPT the following described Parcel:

Commencing at the Northeast corner of said Hallcraft Villas West Nine;
Thence, South 01°12'36" West along the East line of said Hallcraft Villas West Nine, a distance of 25.00 feet to the true point of beginning.

Thence, South 01°12'36" West continuing along said East line, a distance of 262.04 feet;
Thence, South 88°09'22" West, 200.12 feet to a point of tangency of a circular curve concave to the Southeast and having a radius of 47.00 feet;
Thence, Southwesterly along the arc of said last mentioned curve through a central angle of 46°26'32", a distance of 38.50 feet;

EXHIBIT A

Description
Villas West Nine - Parcel 1
July 3, 1979
Page 2

Thence, South $41^{\circ}42'50''$ West, 16.60 feet to a point on a circular curve concave to the Southwest and whose radius point bears South $48^{\circ}37'02''$ West, 104.00 feet;
Thence, Northwesterly along the arc of said last mentioned curve through a central angle of $34^{\circ}03'07''$, a distance of 61.81 feet;
Thence, North $75^{\circ}26'06''$ West, 278.55 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from the West line of said Hallcraft Villas West Nine;
Thence, along said last mentioned parallel line as follows:
North $13^{\circ}58'39''$ East, 28.75 feet to a point of tangency of a circular curve concave to the West and having a radius of 569.00 feet;
Thence, Northerly along the arc of said last mentioned curve through a central angle of $13^{\circ}44'29''$, a distance of 136.46 feet;
Thence, North $00^{\circ}14'10''$ East, 34.00 feet to a point on a line parallel to and 25.00 feet Southerly, measured at right angles, from the North line of said Hallcraft Villas West Nine;
Thence, South $89^{\circ}45'50''$ East along said last mentioned parallel line, a distance of 548.03 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
Commencing at the Northeast corner of said Hallcraft Villas West Nine;
Thence, South $01^{\circ}12'36''$ West, along the East line of said Hallcraft Villas West Nine, a distance of 237.04 feet to the true point of beginning.
Thence, South $01^{\circ}12'36''$ West continuing along said East line, a distance of 690.67 feet;
Thence, North $89^{\circ}34'06''$ West, 237.35 feet;
Thence, North $40^{\circ}31'18''$ West, 15.44 feet to a point on a circular curve concave to the Northwest and whose radius point bears North $46^{\circ}33'04''$ West, 119.00 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a central angle of $47^{\circ}07'38''$, a distance of 97.88 feet;
Thence, North $03^{\circ}40'43''$ West, 153.70 feet to a point of tangency of a circular curve concave to the East and having a radius of 781.00 feet;
Thence, Northerly along the arc of said last mentioned curve through a central angle of $03^{\circ}55'28''$, a distance of 121.65 feet;
Thence, North $05^{\circ}14'46''$ East, 200.50 feet to a point of tangency of a circular curve concave to the Southwest and having a radius of 104.00 feet;
Thence, Northwesterly along the arc of said last mentioned curve through a central angle of $46^{\circ}37'44''$, a distance of 84.64 feet;
Thence, North $41^{\circ}42'50''$ East, 16.60 feet to a point of tangency of a circular curve concave to the Southeast and having a radius of 47.50 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a central angle of $46^{\circ}26'32''$, a distance of 38.50 feet;
Thence, North $88^{\circ}09'22''$ East, 200.12 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
Commencing at the Southwest corner of said Hallcraft Villas West Nine;
Thence, North $00^{\circ}27'31''$ East along the West line of said Hallcraft Villas West Nine, a distance of 55.00 feet;
Thence, South $89^{\circ}32'29''$ East, 19.00 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from said West line of Hallcraft Villas West Nine, said point also being the true point of beginning.

ML

EXHIBIT

Description
 Villas West Nine - Parcel 1
 July 3, 1979
 Page 2

Thence, South $41^{\circ}42'50''$ West, 16.60 feet to a point on a circular curve concave to the Southwest and whose radius point bears South $48^{\circ}37'02''$ West, 104.00 feet;
 Thence, Northwesterly along the arc of said last mentioned curve through a central angle of $34^{\circ}03'07''$, a distance of 61.81 feet;
 Thence, North $75^{\circ}26'06''$ West, 278.55 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from the West line of said Hallcraft Villas West Nine;
 Thence, along said last mentioned parallel line as follows:
 North $13^{\circ}58'39''$ East, 28.75 feet to a point of tangency of a circular curve concave to the West and having a radius of 569.00 feet;
 Thence, Northerly along the arc of said last mentioned curve through a central angle of $13^{\circ}44'29''$, a distance of 136.46 feet;
 Thence, North $00^{\circ}14'10''$ East, 34.00 feet to a point on a line parallel to and 25.00 feet Southerly, measured at right angles, from the North line of said Hallcraft Villas West Nine;
 Thence, South $89^{\circ}45'50''$ East along said last mentioned parallel line, a distance of 548.03 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
 Commencing at the Northeast corner of said Hallcraft Villas West Nine;
 Thence, South $01^{\circ}12'36''$ West, along the East line of said Hallcraft Villas West Nine, a distance of 287.04 feet to the true point of beginning.
 Thence, South $01^{\circ}12'36''$ West continuing along said East line, a distance of 690.67 feet;
 Thence, North $89^{\circ}34'06''$ West, 237.35 feet;
 Thence, North $40^{\circ}31'18''$ West, 15.44 feet to a point on a circular curve concave to the Northwest and whose radius point bears North $46^{\circ}33'04''$ West, 119.00 feet;
 Thence, Northeasterly along the arc of said last mentioned curve through a central angle of $47^{\circ}07'38''$, a distance of 97.88 feet;
 Thence, North $03^{\circ}40'43''$ West, 153.70 feet to a point of tangency of a circular curve concave to the East and having a radius of 781.00 feet;
 Thence, Northerly along the arc of said last mentioned curve through a central angle of $03^{\circ}55'28''$, a distance of 121.65 feet;
 Thence, North $05^{\circ}14'46''$ East, 200.50 feet to a point of tangency of a circular curve concave to the Southwest and having a radius of 104.00 feet;
 Thence, Northwesterly along the arc of said last mentioned curve through a central angle of $46^{\circ}37'44''$, a distance of 84.64 feet;
 Thence, North $41^{\circ}42'50''$ East, 16.60 feet to a point of tangency of a circular curve concave to the Southeast and having a radius of 47.50 feet;
 Thence, Northeasterly along the arc of said last mentioned curve through a central angle of $46^{\circ}26'32''$, a distance of 38.50 feet;
 Thence, North $88^{\circ}09'22''$ East, 200.12 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
 Commencing at the Southwest corner of said Hallcraft Villas West Nine;
 Thence, North $00^{\circ}27'31''$ East along the West line of said Hallcraft Villas West Nine, a distance of 55.00 feet;
 Thence, South $89^{\circ}32'29''$ East, 19.00 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from said West line of Hallcraft Villas West Nine, said point also being the true point of beginning.



EXHIBIT

Description
 Villas West Nine - Parcel 1
 July 3, 1979
 Page 3

Thence, along said last mentioned parallel line as follows:
 North 00°27'31" East, 125.63 to a point of tangency of a circular curve
 concave to the West and having a radius of 819.00 feet;
 Thence, Northerly along the arc of said last mentioned curve through a
 central angle of 00°36'35", a distance of 123.07 feet;
 Thence, departing from said last mentioned parallel line, North 88°31'45"
 East, 140.36 feet;
 Thence, South 01°28'15" East, 147.28 feet;
 Thence, South 05°05'51" West, 106.11 feet to a point on a line parallel to
 and 55.00 feet Northerly, measured at right angles, from the South line of
 said Hallcraft Villas West Nine;
 Thence, North 89°32'29" West along said last mentioned parallel line, a
 distance of 127.42 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
 Commencing at the Southeast corner of said Hallcraft Villas West Nine;
 Thence North 89°32'29" West along the South line of said Hallcraft Villas West
 Nine, a distance of 367.64 feet;
 Thence, North 00°27'31" East, 55.00 feet to the true point of beginning.

Thence, North 05°05'51" East, 102.97 feet;
 Thence, North 01°28'15" West, 154.89 feet;
 Thence, North 88°31'45" East, 38.50 feet to a point of tangency of a circular
 curve concave to the Northwest and having a radius of 119.00 feet;
 Thence, Northeasterly along the arc of said last mentioned curve through a
 central angle of 33°01'16", a distance of 68.58 feet;
 Thence, South 40°31'18" East, 25.44 feet to a point of tangency of a circular
 curve concave to the Southwest and having a radius of 47.50 feet;
 Thence, Southerly along the arc of said last mentioned curve through a central
 angle of 36°23'19", a distance of 30.17 feet;
 Thence, South 04°07'59" East, 234.32 feet to a point on a line parallel to and
 55.00 feet Northerly, measured at right angles, from said South line of
 Hallcraft Villas West Nine;
 Thence, North 89°32'29" West along said last mentioned parallel line, a
 distance of 152.68 feet to the true point of beginning.

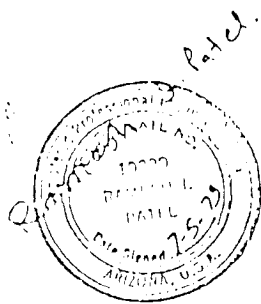
AND EXCEPT the following described Parcel:
 Commencing at the Southeast corner of said Hallcraft Villas West Nine;
 Thence, North 01°12'36" East along the East line of said Hallcraft Villas West
 Nine, a distance of 40.00 feet to the true point of beginning.

Thence, North 89°32'29" West along a line parallel to and 40.00 feet
 Northerly, measured at right angles, from the South line of said Hallcraft
 Villas West Nine, a distance of 189.20 feet;
 Thence, North 04°07'59" West, 251.38 feet to a point of tangency of a circular
 curve concave to the Southwest and having a radius of 72.50 feet;
 Thence, Northwesterly along the arc of said last mentioned curve through a
 central angle of 36°23'19", a distance of 46.04 feet;
 Thence, North 40°31'18" West, 10.00 feet;

Description
Villas West Nine - Parcel 1
July 3, 1979
Page 4

Thence, South 89°34'06" East, 237.35 feet to a point on said East line of Hallcraft Villas West Nine;
Thence, South 01°12'36" West along said East line, a distance of 300.00 feet to the true point of beginning.

Containing 9.697 acres more or less.



CVL

EXHIBIT A

July 20, 1979

DESCRIPTION
VILLAS WEST NINE
COMMON AREA
Parcel 1

Tracts I, J and K of Hallcraft Villas West Nine, a Planned Area Development recorded in Book 163 of Maps on Page 48 in the office of the Maricopa County Recorder.

EXCEPT the following described parcel:

Commencing at the Northwest corner of said Hallcraft Villas West Nine;
Thence, South $00^{\circ}14'10''$ West along the West line of said Hallcraft Villas West Nine, a distance of 59.00 feet to a point of tangency of a circular curve concave to the Northwest and having a radius of 550.00 feet;
Thence, continuing along said last mentioned West line and Southerly along the arc of said last mentioned curve through a central angle of $13^{\circ}44'29''$, a distance of 131.91 feet;
Thence, South $13^{\circ}58'39''$ West continuing along said last mentioned West line, a distance of 66.75 feet;
Thence, South $76^{\circ}01'21''$ East, 19.00 feet to the true point of beginning.

Thence, South $75^{\circ}26'06''$ East, 255.93 feet;
Thence, South $17^{\circ}03'16''$ West, 120.22 feet;
Thence, South $21^{\circ}38'49''$ West, 128.91 feet;
Thence, North $72^{\circ}30'22''$ West, 19.79 feet;
Thence, North $17^{\circ}29'38''$ East, 12.50 feet;
Thence, North $72^{\circ}30'22''$ West, 230.63 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from said West line of Hallcraft Villas West Nine;

Thence, along said last mentioned parallel line as follows:
North $19^{\circ}08'17''$ East, 164.79 feet to a point of tangency of a circular curve concave to the West and having a radius of 519.00 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a central angle of $05^{\circ}09'38''$, a distance of 46.75 feet;
Thence, North $13^{\circ}58'39''$, 11.80 feet to the true point of beginning.

AND EXCEPT the following described Parcel:

Commencing at the Northeast corner of said Hallcraft Villas West Nine;
Thence, South $01^{\circ}12'36''$ West along the East line of said Hallcraft Villas West Nine, a distance of 25.00 feet to the true point of beginning.

Thence, South $01^{\circ}12'36''$ West continuing along said East line, a distance of 262.04 feet;

Thence, South $88^{\circ}09'22''$ West, 200.12 feet to a point of tangency of a circular curve concave to the Southeast and having a radius of 47.00 feet;
Thence, Southwesterly along the arc of said last mentioned curve through a central angle of $46^{\circ}26'32''$, a distance of 38.50 feet;

EXHIBIT 8



Description
Villas West Nine - Comm. Area - Parcel 1
July 20, 1979
Page 2

PKT 13893 PC 236

Thence, South 41°42'50" West, 16.60 feet to a point on a circular curve concave to the Southwest and whose radius point bears South 48°37'02" West, 104.00 feet;
Thence, Northwesterly along the arc of said last mentioned curve through a central angle of 34°03'07", a distance of 61.81 feet;
Thence, North 75°26'06" West, 278.55 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from the West line of said Hallcraft Villas West Nine;
Thence, along said last mentioned parallel line as follows:
North 13°58'39" East, 28.75 feet to a point of tangency of a circular curve concave to the West and having a radius of 569.00 feet;
Thence, Northerly along the arc of said last mentioned curve through a central angle of 13°44'29", a distance of 136.46 feet;
Thence, North 00°14'10" East, 34.00 feet to a point on a line parallel to and 25.00 feet Southerly, measured at right angles, from the North line of said Hallcraft Villas West Nine;
Thence, South 89°45'50" East along said last mentioned parallel line, a distance of 548.08 feet to the true point of beginning.

AND EXCEPT the following described Parcel:

Commencing at the Northeast corner of said Hallcraft Villas West Nine;
Thence, South 01°12'36" West, along the East line of said Hallcraft Villas West Nine, a distance of 287.04 feet to the true point of beginning.

Thence, South 01°12'36" West continuing along said East line, a distance of 690.67 feet;
Thence, North 89°34'06" West, 237.35 feet;
Thence, North 40°31'18" West, 15.44 feet to a point on a circular curve concave to the Northwest and whose radius point bears North 46°33'04" West, 119.00 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a central angle of 47°07'38", a distance of 97.83 feet;
Thence, North 03°40'43" West, 153.70 feet to a point of tangency of a circular curve concave to the East and having a radius of 781.00 feet;
Thence, Northerly along the arc of said last mentioned curve through a central angle of 08°55'28", a distance of 121.65 feet;
Thence, North 05°14'46" East, 200.50 feet to a point of tangency of a circular curve concave to the Southwest and having a radius of 104.00 feet;
Thence, Northwesterly along the arc of said last mentioned curve through a central angle of 46°37'44", a distance of 84.64 feet;
Thence, North 41°42'50" East, 16.60 feet to a point of tangency of a circular curve concave to the Southeast and having a radius of 47.50 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a central angle of 46°26'32", a distance of 38.50 feet;
Thence, North 88°09'22" East, 200.12 feet to the true point of beginning.

AND EXCEPT the following described Parcel:

Commencing at the Southwest corner of said Hallcraft Villas West Nine;
Thence, North 00°27'31" East along the West line of said Hallcraft Villas West Nine, a distance of 55.00 feet;
Thence, South 89°32'29" East, 19.00 feet to a point on a line parallel to and 19.00 feet Easterly, measured at right angles, from said West line of Hallcraft Villas West Nine, said point also being the true point of beginning.

EXHIBIT 8

A stylized logo consisting of the letters 'M' and 'L' in a bold, blocky font. The 'M' is on the left and the 'L' is on the right, both with a slightly irregular, hand-drawn appearance.

Description
Villas West Nine - Cont. Area - Parcel 1
July 20, 1979
Page 3

DE 13893 PG 237

Thence, along said last mentioned parallel line as follows:
North $00^{\circ}27'31''$ East, 125.63 to a point of tangency of a circular curve
concave to the West and having a radius of 819.00 feet;
Thence, Northerly along the arc of said last mentioned curve through a
central angle of $08^{\circ}36'35''$, a distance of 123.07 feet;
Thence, departing from said last mentioned parallel line, North $88^{\circ}31'45''$
East, 140.36 feet;
Thence, South $01^{\circ}28'15''$ East, 147.28 feet;
Thence, South $05^{\circ}05'51''$ West, 106.11 feet to a point on a line parallel to
and 55.00 feet Northerly, measured at right angles, from the South line of
said Hallcraft Villas West Nine;
Thence, North $89^{\circ}32'29''$ West along said last mentioned parallel line, a
distance of 127.42 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
Commencing at the Southeast corner of said Hallcraft Villas West Nine;
Thence North $39^{\circ}32'29''$ West along the South line of said Hallcraft Villas West
Nine, a distance of 367.64 feet;
Thence, North $00^{\circ}27'31''$ East, 55.00 feet to the true point of beginning.

Thence, North $05^{\circ}05'51''$ East, 102.97 feet;
Thence, North $01^{\circ}28'15''$ West, 154.89 feet;
Thence, North $88^{\circ}31'45''$ East, 38.50 feet to a point of tangency of a circular
curve concave to the Northwest and having a radius of 119.00 feet;
Thence, Northeasterly along the arc of said last mentioned curve through a
central angle of $33^{\circ}01'16''$, a distance of 68.58 feet;
Thence, South $40^{\circ}31'18''$ East, 25.44 feet to a point of tangency of a circular
curve concave to the Southwest and having a radius of 47.50 feet;
Thence, Southerly along the arc of said last mentioned curve through a central
angle of $36^{\circ}23'19''$, a distance of 30.17 feet;
Thence, South $04^{\circ}07'59''$ East, 234.32 feet to a point on a line parallel to and
55.00 feet Northerly, measured at right angles, from said South line of
Hallcraft Villas West Nine;
Thence, North $89^{\circ}32'29''$ West along said last mentioned parallel line, a
distance of 152.68 feet to the true point of beginning.

AND EXCEPT the following described Parcel:
Commencing at the Southeast corner of said Hallcraft Villas West Nine;
Thence, North $01^{\circ}12'36''$ East along the East line of said Hallcraft Villas West
Nine, a distance of 40.00 feet to the true point of beginning.

Thence, North $89^{\circ}32'29''$ West along a line parallel to and 40.00 feet
Northerly, measured at right angles, from the South line of said Hallcraft
Villas West Nine, a distance of 189.20 feet;
Thence, North $04^{\circ}07'59''$ West, 251.39 feet to a point of tangency of a circular
curve concave to the Southwest and having a radius of 72.50 feet;
Thence, Northwesterly along the arc of said last mentioned curve through a
central angle of $36^{\circ}23'19''$, a distance of 46.04 feet;
Thence, North $40^{\circ}31'18''$ West, 10.00 feet;

EXHIBIT B

ML

20 July 1979

DESCRIPTION

VILLAS WEST NINE

LOT C

Those portions of Tract "I", Tract "J", and Tract "K" of Hallcraft Villas West Nine, a Planned Area Development recorded in Book 163 of Maps on Page 48 in the office of the Maricopa County Recorder more particularly described as follows:

Beginning at the corner marked Point C of all those lots as shown on said Hallcraft Villas West Nine with the same dimensions as lot C as shown on the attached exhibit;
Thence, along the line of length of 37.00 feet, a distance of 15.50 feet;
Thence, moving right, at right angles to said last mentioned line, a distance of 3.00 feet;
Thence, moving right, parallel to said line of length of 37.00 feet, a distance of 15.50 feet;
Thence, moving right, a distance of 3.00 feet to the point of beginning.

Containing 46.50 square feet, more or less.

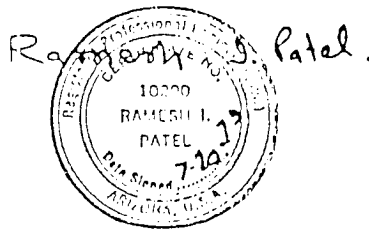


EXHIBIT C

20 July 1979

DESCRIPTION

VILLAS WEST NINE

LOT D

Those portions of Tract "I", Tract "J", and Tract "K" of Hallcraft Villas West Nine, a Planned Area Development recorded in Book 163 of Maps on Page 48 in the office of the Maricopa County Recorder more particularly described as follows:

Beginning at the corner marked Point D of all those lots as shown on said Hallcraft Villas West Nine with the same dimensions as lot D as shown on the attached exhibit;

Thence, along the line of length 25.67 feet, a distance of 16.17 feet;

Thence, moving right, at right angles to said last mentioned line, a distance of 3.00 feet;

Thence, moving right, parallel to said line of length 25.67 feet, a distance of 19.17 feet;

Thence, moving right, parallel to line of said lot D of length 37.00 feet, a distance of 18.50 feet;

Thence, moving right, at right angles to said last mentioned line of length 37.00 feet, a distance of 3.00 feet;

Thence, moving right, along said line of length 37.00 feet, a distance of 15.50 feet to the point of beginning.

Containing 104.01 square feet, more or less.

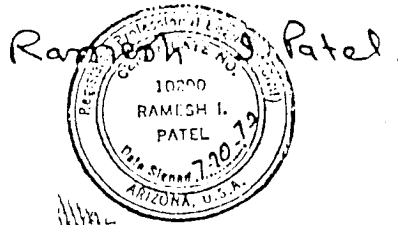


EXHIBIT C

20 July 1979

DESCRIPTION

VILLAS WEST NINE

LOT E

Those portions of Tract "I", Tract "J", and Tract "K" of Hallcraft Villas West Nine, a Planned Area Development recorded in Book 163 of Maps on Page 48 in the office of the Maricopa County Recorder more particularly described as follows:

Beginning at the corner marked Point E of all those lots as shown on said Hallcraft Villas West Nine with the same dimensions as lot E as shown on the attached exhibit;

Thence, along the line of length of 37.00 feet, a distance of 12.00 feet to the corner of lot A as shown on attached exhibit;

Thence, moving right, along the line of said lot A, a distance of 3.00 feet;

Thence, moving right, along a line parallel to said line of length of 37.00 feet, a distance of 15.00 feet;

Thence, moving right, parallel to line of said lot E of length 21.67 feet, a distance of 15.17 feet;

Thence, moving right, at right angles to said last mentioned parallel line, a distance of 3.00 feet;

Thence, moving right, along said line of length of 21.67 feet, a distance of 12.17 feet to the point of beginning.

Containing 81.51 square feet, more or less.

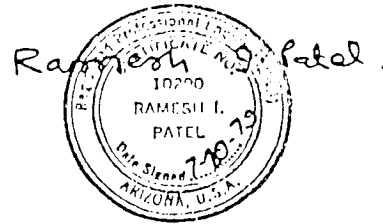
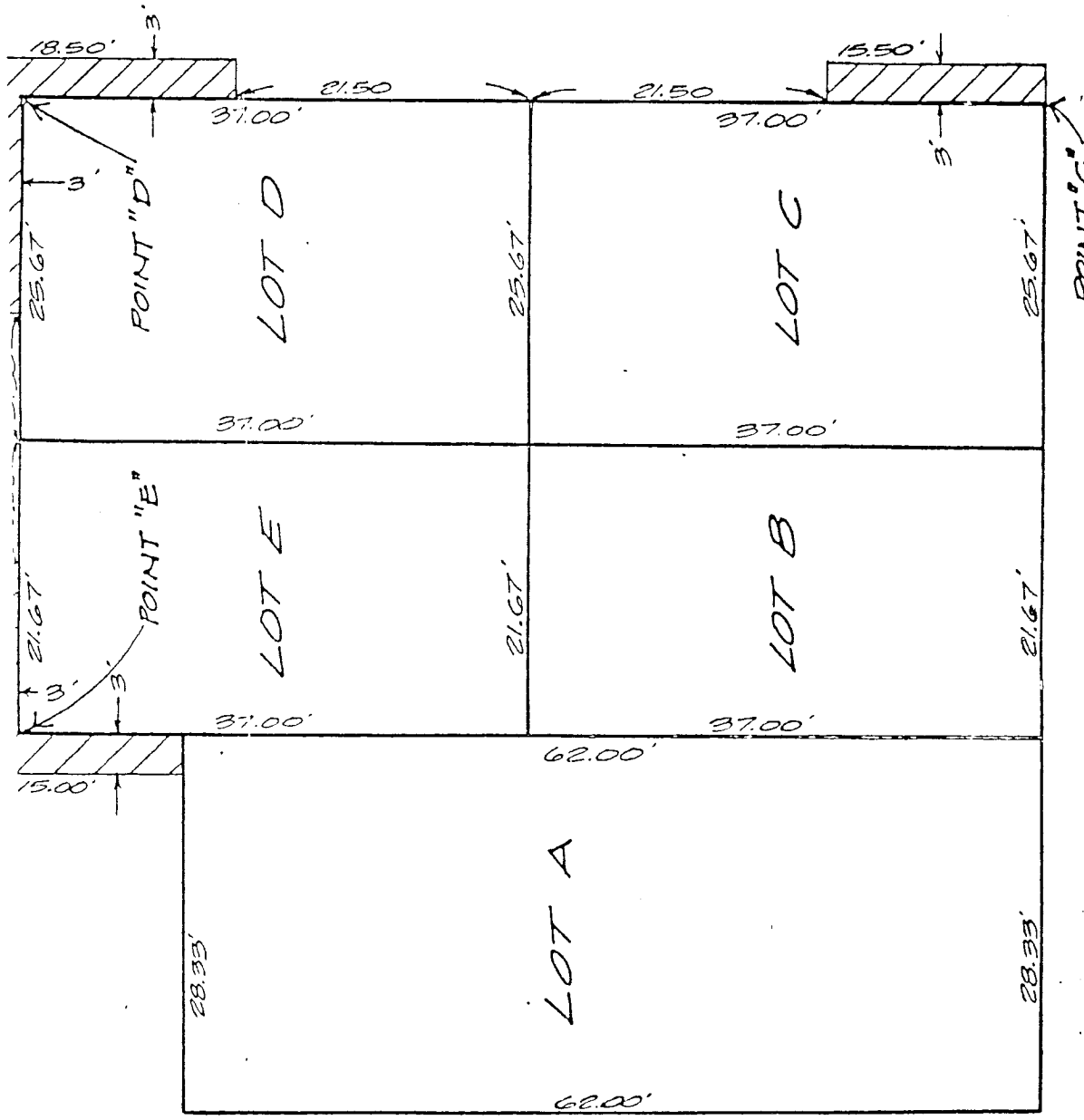


EXHIBIT C



Patel.

EXHIBIT TO ACCOMPANY DESCRIPTION
 20 JULY 1979
 EXHIBIT C