

STATE OF ARIZONA )  
COUNTY OF PIMA )

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

No. 80093  
Book 4585 Page 276-351

Witness my hand and Official Seal.

Indexed	Paged	Blotted

Ida Mae Smyth  
County Recorder

Date: 1973 AUG 27 AM 11 21  
Request of: LAWYERS TITLE OF ARIZONA

By: Deputy

Fee: 10

SUPERCEDING  
DECLARATION OF SUBMISSION TO THE HORIZONTAL PROPERTY REGIME  
AND  
DECLARATION OF CONDITIONS AND RESTRICTIONS  
FOR  
VILLA PARAISO

First State Service Corporation hereby exercises its right to amend and modify the Declaration of Submission to the Horizontal Property Regime and Declarations of Conditions and Restrictions effecting the following described real estate:

Lots 1 through 67 of Villa Paraiso, a Subdivision of Pima County, Arizona, as recorded in Book 23 of Maps and Plats at page 44 thereof

The Declaration of Submission to the Horizontal Property Regime, dated February 14, 1973, recorded in the office of the Pima County Recorder, State of Arizona, on February 16, 1973, in Book 4444 at pages 550 - 620, and amended by a modification dated March 7, 1973, recorded in the office of the Pima County Recorder, State of Arizona, on March 8, 1973, in Book 4460 at page 294, is revoked and superceded by the following Declaration of Submission to the Horizontal Property Regime and Declaration of Conditions and Restrictions for Villa Paraiso:

BOOK 4585 PAGE 276

Order No. 126,816

VILLA PARAIISO

DECLARATION OF SUBMISSION TO THE HORIZONTAL PROPERTY REGIME

AND

DECLARATION OF CONDITIONS AND RESTRICTIONS

First State Service Corporation, hereinafter referred to as "the developer," is the owner of the real property located in the City of Tucson, County of Pima, State of Arizona, described as follows:

Lots 1 through 67 of Villa Paraiso, a subdivision of Pima County, Arizona, as recorded in Book 23 of Maps and Plans at Page 44 hereof.

The developers desire to submit this real property to a Horizontal Property Regime pursuant to Arizona Revised Statutes § 33-551 through 33-561, and do hereby declare this real property subject to the following conditions and restrictions as to the use and enjoyment thereof:

1. The Name of this Horizontal Property Regime is Villa Paraiso.
2. DEFINITIONS: The following terms, as used herein, have the following meanings:
  - A. "Apartment" means one or more rooms occupying part of a floor or floors in a building, but not the entire building.
  - B. "Carport" means one section of a building primarily designed for the parking of motor vehicles, but not the entire building.
  - C. "Building" means the principal structures erected or to be erected upon the land, which determines the use to be made of the improved land, whether or not such improvement is composed of one or more separate buildings or one or more floors or stories.
  - D. "Co-Owner" means a person, corporation, partnership or other legal entity, capable of holding or owning any interest in real property, except an owner of a security interest, who owns all or an interest in an apartment within a building, and a carport within a building.
  - E. "Co-Owner's Interest" means the percentage interest ascribed to each apartment.
  - F. "Council of Co-Owners" means all the co-owners of the regime.
  - G. "General Common Elements" shall have the meaning set forth in Paragraph 5 hereof.
  - H. "Majority of Co-Owners" means those co-owners whose collective interest in the entire regime as established by Paragraph 7 of this Declaration exceed 50% of the interest of all co-owners in the entire regime.
  - I. "Property" includes the land committed to the Horizontal Property Regime, the building, all other improvements located thereon, and all easements, rights, and appurtenances belonging thereto.
  - J. "Regime" means the Horizontal Property Regime established by this Declaration.
  - K. "Declaration" means this Declaration of Submission to the Horizontal Property Regime and Declaration of Conditions and Restrictions.

- L. "Apartment Occupant" means anyone who occupies an apartment.
- M. "Board of Governors" means that group of five persons elected by the Council of Co-Owners who shall be responsible for the management and administration of the property within the Horizontal Regime on behalf of the Council of Co-Owners.

3. BUILDINGS AND APARTMENTS: The Horizontal Property Regime shall contain buildings, apartments and carports numbered as follows:

- BUILDING NO. 1: Apartment Nos. 1, 2, 3, 4.
- BUILDING NO. 2: Apartment Nos. 5, 6, 7, 8, 9.
- BUILDING NO. 3: Apartment Nos. 10, 11, 12, 13, 14.
- BUILDING NO. 4: Apartment Nos. 15, 16, 17, 18.
- BUILDING NO. 5: Apartment Nos. 19, 20, 21, 22, 23.
- BUILDING NO. 6: Apartment Nos. 24, 25, 26, 27, 28, 29.
- BUILDING NO. 7: Apartment Nos. 30, 31, 32, 33, 34.
- BUILDING NO. 8: Apartment Nos. 35, 36, 37, 38, 39, 40.
- BUILDING NO. 9: Apartment Nos. 41, 42, 43, 44, 45.
- BUILDING NO. 10: Apartment Nos. 46, 47, 48, 49-1, 49-2, 50-1, 50-2.
- BUILDING NO. 11: Apartment Nos. 51-1, 51-2, 52-1, 52-2, 53-1, 53-2,  
54-1, 54-2, 55-1, 55-2, 56-1, 56-2,  
57-1, 57-2, 58-1, 58-2.
- BUILDING NO. 12: Apartment Nos. 59-1, 59-2, 60-1, 60-2, 61-1, 61-2,  
63-1, 63-2, 64-1, 64-2, 65-1, 65-2,  
66-1, 66-2, 62-1, 62-2.
- BUILDING NO. 13: Carport Nos. 1, 2, 3, 4, 35, 41, 42, 43, 44, 45,  
46, 47, 48, 49-1, 49-2, 50-1, 50-2,  
51-1, 52-1, 53-1.
- BUILDING NO. 14: Carport Nos. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,  
24, 25, 26, 27, 28, 36, 37, 38, 39,  
40.
- BUILDING NO. 15: Carport Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23,  
29, 30, 31, 32, 33, 34.
- BUILDING NO. 16: Carport Nos. 59-1, 59-2, 60-1, 60-2, 61-1, 61-2,  
62-1, 62-2, 63-1, 63-2, 64-1, 64-2,  
65-1, 65-2, 66-1, 66-2.

Each numbered apartment shall include an apartment and the airspace immediately above the balcony or patio appurtenant to the apartment, all as described in the exhibits attached hereto. Each numbered carport shall include the space for parking a motor vehicle and the space for the storage of personal property appurtenant to the carport. Each numbered apartment shall only be conveyed with the carport of the same number, (except Apartments 51-2, 52-2, 53-2, 54-2, 55-2, 56-2, 57-2, and 58-2, for which

no carports have been constructed), together with an undivided interest in and to the general common elements in the proportions set out in Paragraph 7 hereof. Ownership of a numbered apartment, the correspondingly numbered carport, if any, and the undivided interest in the general common elements cannot be severed and conveyed separately.

4. CUBIC CONTENT: The description of the cubic content space of each building, with reference to its location on the above-described land, is attached hereto, made a part hereof, and marked Exhibit "A". The description of the cubic content space of each apartment, appurtenant balcony or patio and carport is attached hereto, made a part hereof, and marked Exhibit "B".

5. GENERAL COMMON ELEMENTS: The general common elements consist of the land as shown on the recorded subdivision plat and designated Lots 1 through 67, and all of the improvements on the land, including the buildings numbered 1 through 16, as described in Exhibit "A", except those portions thereof described in Exhibit "B".

6. CO-OWNER'S INTEREST: Each apartment shall have an appurtenant interest in the general common elements in the entire Horizontal Property Regime based upon the approximate proportionate floor space area of each apartment to the total floor space area of all the apartments within the Regime (expressed as a percentage of the entire Regime.) The interest of each apartment to the entire Regime is as follows (the apartment number designations on the chart correspond to the apartment number designations on Exhibit "B").

CO-OWNER'S INTEREST IN VILLA PARAISO

Apartment Number	Percentage Interest in Entire Regime	Apartment Number	Percentage Interest in Entire Regime	Apartment Number	Percentage Interest in Entire Regime
1	1.1800	29	1.1800	57-1	0.9893
2	1.1800	30	1.4474	58-1	0.9893
3	1.4470	31	1.4470	59-1	0.9893
4	1.4470	32	1.4470	60-1	0.9893
5	1.4474	33	1.4470	61-1	0.9893
6	1.4470	34	1.4472	62-1	0.9893
7	1.4470	35	1.1800	63-1	0.9893
8	1.4470	36	1.1800	64-1	0.9893
9	1.4470	37	1.1800	65-1	0.9893
10	1.4474	38	1.1800	66-1	0.9893
11	1.4470	39	1.1800	49-2	0.9893
12	1.4470	40	1.1800	50-2	0.9893
13	1.4470	41	1.4470	51-2	0.9893
14	1.4470	42	1.4470	52-2	0.9893
15	1.1800	43	1.4470	53-2	0.9893
16	1.1800	44	1.4470	54-2	0.9893
17	1.4470	45	1.4474	55-2	0.9893
18	1.4470	46	1.1800	56-2	0.9893
19	1.4474	47	1.1800	57-2	0.9893
20	1.4470	48	1.1800	58-2	0.9893
21	1.4470	49-1	0.9893	59-2	0.9893
22	1.4470	50-1	0.9893	60-2	0.9893
23	1.4470	51-1	0.9893	61-2	0.9893
24	1.1800	52-1	0.9893	62-2	0.9893
25	1.1800	53-1	0.9893	63-2	0.9893
26	1.1800	54-1	0.9893	64-2	0.9893
27	1.1800	55-1	0.9893	65-2	0.9893
28	1.1800	56-1	0.9893	66-2	0.9893
				TOTAL	100.0000

7. AIR CONDITIONING: The cooling and heating unit for each apartment is partially situated within the general common elements, and each such cooling and heating unit services one apartment. For each corresponding apartment, the co-owner thereof shall be entitled to the exclusive use of such cooling and heating unit despite the fact that a portion of the unit is situated within the general common elements. Each co-owner shall be responsible for the maintenance, repair and replacement of the cooling and heating unit servicing his apartment.

8. EXCLUSIVE USE: Each co-owner of an apartment shall have the exclusive right to use and occupy that patio, if any, which is immediately adjacent to his apartment; subject to the right of the Board of Governors, or their agents, to enter said patio for inspection and maintenance purposes. Each co-owner of a carport appurtenant to an apartment shall own and have the exclusive right to use and occupy that carport which shall bear a number corresponding to the number of his apartment. The parking spaces on Lot 67 shall be for the common use of all co-owners except for eight spaces to be designated for the exclusive use of Apartments 51-2, 52-2, 53-2, 54-2, 55-2, 56-2, 57-2, and 58-2.

9. EASEMENT: If any portion of another apartment, or the general common elements, encroaches upon any co-owner's apartment, a valid easement for such encroachment shall, and does, exist.

10. GENERAL PLAN: All co-owners, and others, who at any time have an interest of any nature whatsoever in the property, are bound by this Declaration and shall comply strictly with the Declaration and the By-Laws, Rules and Regulations adopted by the developer, and all future amendments to the Declaration, By-Laws, Rules and Regulations as may be adopted from time to time. Failure to comply with any of the Declarations, By-Laws, Rules and Regulations shall be grounds for injunctive relief or damages, or both, maintainable by the Board of Governors, or their agents on behalf of the Board of Governors, or in a proper case by an aggrieved co-owner. Nothing contained herein shall preclude the Board of Governors or the Council of Co-Owners, or its agents, or an aggrieved co-owner, from pursuing any other remedy available in equity or at law. The conditions and restrictions imposed within the Declaration constitute a general plan for the benefit of all the co-owners and except as otherwise herein specified, all of such conditions and restrictions shall be binding upon, inure to the benefit of, shall benefit, and shall be enforceable by every co-owner. All conditions and restrictions in the Declaration are intended to and shall constitute covenants running with the land or equitable servitudes upon the land, as may be proper. Failure to enforce any condition or restriction herein contained shall not constitute a waiver of the right to do so thereafter.

11. APARTMENT USE: Each co-owner shall use his apartment as a private dwelling and for no other purpose. The co-owner shall not permit or suffer anything to be done or kept in his apartment or carport which will increase the rate of insurance on the property, or which will obstruct or interfere with the rights of other co-owners and apartment occupants of the building, or annoy them by unreasonable noises, or otherwise; nor shall a co-owner commit or permit a nuisance, immoral, or illegal act in or about the property. The co-owners shall not permit any unusually heavy object or piece of furniture to be located on the second floor of his apartment. The placing of waterbeds on the second floor of any apartment is specifically prohibited.

12. EXTERIOR ALTERATIONS: Each co-owner shall have the exclusive right and obligation at the co-owner's cost, to maintain, refinish and keep in good repair the interior surfaces of the apartments, including but not limited to the doors, windows, ceilings, floors, and perimeter walls of his apartment. This paragraph shall not be construed as permitting any interference with or damage to the structural integrity of the building.

13. EXTERIOR ALTERATIONS: The co-owner shall not, without the written consent of the Board of Governors, make any structural alteration in the common elements, paint or change the exterior color, or remove any improvements or fixtures therefrom. The co-owner shall pay upon demand of the Board of Governors any expenditures incurred to repair any damage to the general common elements caused by him, his employees, or guests, except to the extent that the expenditure is paid by insurance proceeds.

14. COUNCIL OF CO-OWNERS: The Council of Co-Owners shall consist of all co-owners of the regime.

- A. An annual meeting of the Council of Co-Owners shall be held in the City of Tucson, State of Arizona, on the first Monday of December of each year, with the first meeting to be held either on the first Monday of December, 1974, or on an earlier day in the discretion of the developer, for the purpose of electing a Board of Governors and for such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.
- B. Special meetings of the Council of Co-Owners for any purpose or purposes may be held in the City of Tucson, State of Arizona, and shall be called by the Board of Governors upon written request of voting owners representing not less than ten apartments.
- C. It shall be the duty of the Board of Governors to mail or deliver a notice of each annual or special meeting stating the time and place it is to be held (and the purpose thereof, if a special meeting) to each co-owner, as hereinafter defined, at least five but not more than ten days prior to such meeting. The mailing or delivery of a notice in the manner provided in this section shall be considered service of such notice. Unless a co-owner has filed with the Board of Governors a written statement setting forth the address to which notices to him shall be mailed or delivered, the Board of Governors shall send the notice to the apartment in which the co-owner is the owner or part owner thereof.
- D. Only voting owners, as defined in Paragraph 15, shall be entitled to vote at any meeting of the Council of Co-Owners. Voting owners representing not less than twenty-five apartments shall constitute a quorum at any special meeting of the Council of Co-Owners. No minimum number of co-owners need be present to conduct business at the annual meeting.
- E. If any special meeting cannot be organized because a quorum is not present by person or proxy, as defined in Paragraph 15, the voting owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called; provided that the Secretary of the Board of Governors shall be notified of the time to which the meeting has been adjourned so that the other voting owners may be informed of the time to which said meeting was adjourned by contacting the said secretary.

15. VOTING CO-OWNER: Each apartment shall be entitled to one vote of equal weight in the Council of Co-Owners. All of the co-owners of one apartment shall designate a voting representative (herein called the voting co-owner) of such co-owners of said one apartment by written designation filed with the Board of Governors. Said voting co-owner shall be entitled to vote for the apartment which he represents until all co-owners of such apartment have filed with the Board of Governors a written designation designating another representative of such apartment. A person may be the voting co-

owner for more than one apartment. In the event of a sale, lease, transfer or other conveyance of all or an interest in an apartment, or the death or judicial incompetence of a voting owner, there shall be a new designation of the voting owner of such apartment which shall be made as herein established; provided, however, that until the Board of Governors is advised of such sale, lease, transfer or conveyance, or death or judicial incompetence, the existing designation of a voting owner shall be binding for voting purposes. In the event that all of the co-owners of one apartment fail to file a designation, the co-owners of such apartment shall not be entitled to vote until such written designation is filed with the Board of Governors as aforesaid. A voting owner may cast his ballot in person or by proxy. Proxies must be filed in writing with the Board of Governors before the appointed time of each meeting for which the proxy pertains. In the event a voting owner is present at the meeting, his proxy shall not be effective. A proxy shall be effective for so long a time as shall be set forth in said proxy and if the time of the effectiveness of such proxy is not set forth therein, the proxy shall be effective until revoked by the voting owner granting the proxy. No co-owner shall vote more than two proxies at any meeting.

16. ANNUAL MEETING:

- A. At each annual meeting, the voting members of the Council of Co-Owners shall elect a Board of Governors consisting of five voting co-owners. At the first annual meeting, one member of the Board of Governors shall be elected for a term of one year, two members of the Board of Governors shall be elected for a term of two years, and two members of the Board of Governors shall be elected for a term of three years. At the expiration of the initial term of each respective member, his successor shall be elected to serve a term of three years. Each member shall hold office until his successor has been elected and qualified.
- B. Any member of the Board may be removed at any time with or without cause by the vote of voting owners representing not less than sixty apartments at a meeting called for the purpose of effecting such removal.
- C. A vacancy on the Board because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Governors until the next annual meeting of the Council of Co-Owners, at which time an election shall be held to fill the unexpired portion of the term. If the Board of Governors shall be unable to agree upon a replacement within fourteen days after the creation of a vacancy, they shall call a special meeting of the Council of Co-Owners to fill such vacancy for the balance of the unexpired term.
- D. The first Board of Governors shall be elected at the first annual meeting of the Council of Co-Owners. No person may serve on the Board of Governors who is not a voting co-owner, and at any time a member of the Board of Governors ceases to be a voting owner, he shall automatically be disqualified from serving on the Board.

17. POWERS AND DUTIES OF BOARD OF GOVERNORS:

- A. The Board of Governors shall have the power and duties necessary for the administration of the affairs of this Regime, including but not limited to the designation of a management agent and other personnel necessary for the maintenance and operation of the Regime. The Board of Governors shall be responsible for the management and administration of the property and shall make provisions for the maintenance, repair and replacement of the general common elements, including sewage lines, water lines, gas lines and electric lines, (some of which are owned by a public utility or municipal corporation) and for obtaining fire and extended coverage insurance, and liability insurance as required herein.

- B. Not later than thirty days prior to the beginning of each calendar year, the Board of Governors shall estimate the total amount necessary to carry out its responsibilities for the next calendar year, including a reasonable reserve for contingencies and minus any expected surplus from the prior year. The co-owners of each apartment shall be assessed and shall pay their share of the total estimated annual assessment. Each co-owner shall pay an equal share of all expenses which are incurred equally by each apartment. Each co-owner shall pay a percentage share of all other expenses based upon the percentage interest set forth in Paragraph 6 of this Declaration. The total annual assessment shall be paid in twelve equal monthly installments. Each co-owner shall, on the first day of each calendar month, pay to the Board of Governors, the monthly amount assessed. In the event the Board of Governors is required to make any expenditure, the necessity for which was not foreseen at the commencement of the calendar year and for which there are not sufficient funds available, the Board may levy a special assessment, which special assessment shall be charged to the co-owners in the same proportion as regular assessments in accordance with the terms hereof. The co-owners shall pay such special assessment to the Board of Governors or to such depository as may be designated by the Board of Governors within thirty days after the levy thereof.
- C. The Board of Governors shall establish a trust account to be maintained in any financial institution whose accounts are insured by either the Federal Deposit Insurance Corporation or Federal Savings Insurance Corporation and is doing business in Pima County, Arizona, into which account the Board shall place all sums collected by assessment to be used and expended for purposes hereinafter set forth.
- D. The Board of Governors, its agents or employees, shall have access to each apartment, parking space, cooling and heating unit, during reasonable hours, as may be necessary to make emergency repairs for the maintenance, repair or replacement of any of the common elements or to prevent damage to another apartment or apartments. The co-owner shall be liable for all expenditure incurred for emergency repair of his apartment.
- E. The Board of Governors shall have the exclusive authority to pay out of the trust account for the benefit of all co-owners the following expenses, which are deemed common expenses:
- (1) Water service for the general common elements;
  - (2) Utility service for the general common elements;
  - (3) All goods, materials, supplies, labor, services, maintenance, repairs, alterations, landscaping, reconstruction, and other expenditures reasonably necessary for the convenient operation of the property, exclusive of apartment interiors;
  - (4) Workmen's compensation insurance;
  - (5) Legal, accounting, management, and any other service contracted by the Board of Governors, if it is deemed necessary by them for the operation and maintenance of the property;
  - (6) A fidelity bond naming the Board of Governors as principal and the co-owners as obligees in an amount equal to:
    - (a) For the year 1972, twice the estimated total receipts of the trust account;
    - (b) For all subsequent years, twice the total receipts of the trust account for the preceding calendar year;



- (7) Maintenance and repair of any apartment, if such maintenance or repair is necessary in the discretion of the Board of Governors, to protect the common elements, and the co-owner of said apartment has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered or caused to be delivered by the Board of Governors to said co-owner. In such event, the Board of Governors shall levy a special assessment against such apartment for the cost of said maintenance or repair;
- (8) All costs of enforcing the provisions of this Declaration, including attorney's fees and court costs, provided that all costs incurred for the enforcement of the provisions of this Declaration against any co-owner shall be assessed specifically against such co-owner;
- (9) Insurance for the property, insuring it against loss or damage by fire and extended coverage risks, and such other hazards as they deem necessary in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction, and a public liability policy insuring all of the co-owners of the property, such policy to have limits of not less than \$100,000.00 in the event of injury or death to any one person, and \$300,000.00 in the event of injury or death to more than one person from any one single occurrence, and \$50,000.00 in the event of damage to any property. Premiums for such insurance shall be common expenses. Nothing contained herein shall prejudice the right of each co-owner to procure insurance for his own benefit;
- (10) The Board of Governors may contract for fire protection, security protection, garbage collection, group property insurance, and other similar services which may be of mutual benefit to all apartment owners;
- (11) Any taxes or assessment which may be assessed by any governmental entity against either the Council of Co-Owners or the Board of Governors for property owned or business transactions conducted;
- (12) All expenses of a professional real estate management service.

18. MONTHLY ASSESSMENTS: All co-owners shall pay all regular or special assessments imposed by the Board of Governors, and any other charges agreed upon by a majority of the Council of Co-Owners. No co-owner may exempt himself from contributing such assessment by waiver or non-use of the general common elements, or by the abandonment of the apartment belonging to him.

19. LIEN: A lien is hereby established on each apartment to secure payment of the amount of any assessment, whether regular or special, charged to such apartment pursuant to the terms hereof, and for any other sum advanced by the Board of Governors upon behalf of the co-owners of any apartment to which such advance relates, which lien and the right to foreclose the same shall be in addition to, and not in substitution for, all other rights and remedies which the Council of Co-Owners and the Board of Governors may have to enforce the provisions hereof. Such lien shall be inferior and subordinate to, and shall not affect the prior rights of the holders of any prior recorded mortgage.

In the event of default by any co-owner in the payment when due of any assessment secured hereby, the Board of Governors may foreclose such lien by suit in like manner as a mortgage on real property. In any such foreclosure, such co-owner shall be required to pay a reasonable rental for his apartment commencing with the date foreclosure is filed, and the plaintiff in such foreclosure shall be entitled to said rents

and to the appointment of a receiver to collect the same. The Council of Co-Owners or the Board of Governors on behalf of the Council shall have the power to bid on the apartment at the foreclosure sale and to acquire and to hold, rent, encumber and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. Where a mortgagee of record or other purchaser at a Sheriff's Sale obtains title to the apartment as a result of being the purchaser at such sale, such purchaser shall not be liable for any regular or special assessments levied by the Board of Governors prior to acquisition of title by Sheriff's Deed by such purchaser. Such unpaid assessments shall be deemed to be common expenses, collectible from the co-owners of all the apartments, including such purchaser. There shall be a lien on the interest of such purchaser, to include all assessments, whether regular or special, charged to the apartment purchased after the date such purchaser, his heirs, administrators, successors or assigns, has foreclosed his lien, free and clear of any statutory right of redemption. Said lien shall have the same effect and be enforced in the same manner as provided herein. Upon request by any co-owner, the Board of Governors shall furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such co-owner's apartment, a statement showing all amounts then due which are secured by such lien.

20. ALTERATIONS: A proposal for any structural alteration or addition to a building may be made at any duly held annual or special meeting of the Council of Co-Owners. Such proposal shall be approved if agreed upon by the affirmative vote of voting co-owners representing not less than fifty apartments. Unless otherwise agreed by said voting co-owners, representing fifty apartments, the cost of the alterations or addition agreed upon shall be paid from the trust account, and the Board of Governors shall levy a special assessment to cover said cost.

21. VIOLATIONS: Violations of any of the conditions or restrictions herein contained or of the By-Laws, Rules and Regulations of this Regime shall give to the Board of Governors or the Council of Co-Owners, the right to enter an apartment and abate or remove, at the expense of the co-owner, any construction, thing or condition that may be or exist therein contrary to the provision hereof or said By-Laws, Rules and Regulations without being deemed guilty of any manner of trespass. Every action or omission whereby any condition or restriction or any By-Law, Rule or Regulation is violated, in whole or in part, shall render it lawful for the Board of Governors or the Council of Co-Owners, to prosecute any proceedings at law or at equity against the person or persons violating or attempting to violate any such condition or restriction and either to prevent him from so doing or to recover damages for such violation. Should any such suit be instituted to enforce any provision of this Declaration or of the By-Laws, Rules and Regulations of this Regime, the co-owner in violation of the provisions of this Declaration or of the By-Laws, Rules and Regulations shall pay a reasonable attorney's fee in an amount that is fixed by the Court.

22. DESTRUCTION: In the event there shall be a partial destruction of any building by fire or other hazard, the building shall be reconstructed or restored substantially in accordance with the plans and specifications used in connection with the initial construction of the building and in the location set forth on Exhibit "A"; provided, however, the architect engaged by the Board of Governors to supervise such reconstruction or restoration may alter the plans and specifications in such manner as is approved by voting owners representing not less than sixty apartments. In the event there shall be a total destruction of the buildings, unless not later than ninety days after the date of the fire or other hazard creating the total destruction, the property has been withdrawn from the Horizontal Property Regime in accordance with Arizona Revised Statutes § 33-551 through § 33-561, the building shall be reconstructed or restored substantially in accordance with the plans and specifications used in connection with the initial construction of the building and in the location set forth on Exhibit "A"; provided, however, the architect engaged by the Board of Governors to super-

wise such reconstruction or restoration may upon the approval of voting owners representing sixty apartments alter the plans and specifications, in such manner as is approved by voting owners representing sixty apartments.

23. PARAGRAPH HEADINGS: The paragraph headings appearing in this Declaration are inserted as a matter of convenience only, and for reference purposes, and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraph to which they refer.

24. INDEPENDENT PROVISIONS: The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

25. CONSTRUCTION OF LANGUAGE: The language used herein shall be construed according to its fair and usual meaning. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. All words used in any gender shall extend to and include all genders.

26. AMENDMENT: This Declaration may be amended by affirmative vote of voting co-owners representing not less than sixty apartments and the approval of a majority of the holders of security interests in the property. An instrument evidencing the required approval shall be recorded with the Recorder of Pima County, Arizona, before any such amendment shall become effective. However, until all of the apartments are sold, each person who may become a co-owner of any apartment within the Regime does hereby irrevocably appoint the developer as such co-owner's agent, to execute such amendment or amendments to this Declaration as the developer, in its sole discretion, may deem to be in the best interest of all of the owners of all of the apartments. The agency created hereby is non-revocable and constitutes a power coupled with an interest so long as the developer shall be an owner of any apartment. The agency hereby created shall be binding upon the heirs, executors, administrators, successors and assigns of all owners of all apartments until and including December 31, 1975.

27. INDIVIDUAL LANDSCAPING: The co-owner of each apartment shall maintain, at his own expense, the enclosed front or rear patio within his apartment area. The planting and cultivating of plants, trees, and vines shall be done in such a manner as to not interfere with the view of other apartment owners, or as to constitute a hazard or danger.

28. MAINTENANCE OF UTILITIES: The Board of Governors shall be responsible, if required by the utility, for the maintenance and proper functioning of all sewer lines from the main to the property line of each apartment; of all water lines from the main to the meter for each apartment; of all gas lines from the main to the meter for each apartment; of all electric lines from the main to the meter for each apartment; and of all telephone lines from the riser to the connection on each apartment. The owner shall be responsible for the maintenance and proper functioning of all utility lines within his apartment and the water, gas and electric lines from the meter to his apartment.

29. RIGHTS OF DEVELOPER: The developer shall retain the following rights to be exercised in its sole discretion:

- A. The developer shall act as the Board of Governors until the election of the first Board of Governors at the first annual meeting of the co-owners. Until the first Board of Governors has been elected, the developer shall have all rights, powers, and duties given to the Board of Governors by the provisions of this Declaration of Horizontal Property Regime.
- B. The developer shall have the right to sell and convey portions of the common elements to the co-owners of individual apartments for their exclusive use.
- C. The developer shall have the right to maintain a sales office, advertising signs and billboards, either within an apartment or within the general common elements until all of the apartments have been sold.

30. PROFESSIONAL MANAGEMENT: The Board of Governors shall employ a professional real estate management service as manager of Villa Paraiso for at least two years after the election of the first Board of Governors. The professional real estate management service will be entitled to a reasonable fee for its management services during its term of service.

31. MUNICIPAL ENFORCEMENT: The City of Tucson shall have the right to enforce any provision contained in this restriction which pertains to maintenance or reconstruction, and the assessment of co-owners for the purpose of financing such maintenance or reconstruction. This right to enforce shall be exercised in accordance with the provisions of the City Code of the City of Tucson.

32. PRIOR RIGHTS: Agreements or contracts executed by the Council of Co-Owners shall not affect the rights of prior mortgages.

Adopted by First State Service Corporation, the developer, as the Declaration of Submission to the Horizontal Property Regime and Declaration of Conditions and Restrictions for Villa Paraiso, this 14th day of February, 1973.

THIS DECLARATION OF SUBMISSION TO THE HORIZONTAL PROPERTY REGIME AND A DECLARATION OF CONDITIONS AND RESTRICTIONS FOR VILLA PARAISSO WERE RECORDED IN DOCKET 4585 AT PAGES 276 THROUGH 357 INCLUSIVE IN THE OFFICE OF THE PIMA COUNTY RECORDER, TUCSON, ARIZONA.

THE TEXT AS REPRODUCED HEREIN IS A TRUE AND CORRECT COPY OF THE DECLARATION OF SUBMISSION TO THE HORIZONTAL PROPERTY REGIME AND IS COMPLETE WITH THE EXCEPTION OF EXHIBIT A AND EXHIBIT B.

EXHIBIT A AND EXHIBIT B CONSIST OF FORTY-SEVEN PAGES OF LEGAL DESCRIPTIONS AND WILL BE FURNISHED TO ANY PURCHASER UPON REQUEST.

DECLARATION OF SUBMISSION TO THE HORIZONTAL PROPERTY REGIME  
AND  
DECLARATION OF CONDITIONS AND RESTRICTIONS  
FOR  
VILLA PARAISO

First State Service Corporation, hereinafter referred to as "the developer", is the owner of the real property located in the City of Tucson, County of Pima, State of Arizona, described as follows:

Lots 1 through 67 of Villa Paraiso, a subdivision of Pima County, Arizona, as recorded in Book 23 of Maps and Plats at Page 44 thereof.

The developers desire to submit this real property to a Horizontal Property Regime pursuant to Arizona Revised Statutes §33-551 through §33-561, and do hereby declare this real property subject to the following conditions and restrictions as to the use and enjoyment thereof:

1. The name of this Horizontal Property Regime is Villa Paraiso.

2. DEFINITIONS: The following terms, as used herein, have the following meanings:

A. "Apartment" means one or more rooms occupying part of a floor or floors in a building, but not the entire building.

B. "Carport" means one section of a building primarily designed for the parking of motor vehicles, but not the entire building.

C. "Building" means the principal structures erected or to be erected upon the land, which determines the use to be made of the improved land, whether or not such improvement is composed of one or more separate buildings of one or more floors or stories.

D. "Co-owner" means a person, corporation, partnership or other legal entity, capable of holding or owning any interest in real property, except an owner of a security interest, who owns all or an interest in an apartment within a building, and a carport within a building.

E. "Co-owner's interest" means the percentage interest ascribed to each apartment.

F. "Council of Co-owners" means all the co-owners of the regime.

G. "General common elements" shall have the meaning set forth in Paragraph 5 hereof.

H. "Majority of Co-owners" means those co-owners whose collective interest in the entire regime as established by Paragraph 7 of this Declaration exceed 50% of the interest of all co-owners in the entire regime.

I. "Property" includes the land committed to the Horizontal Property Regime, the building, all other improvements located thereon, and all easements, rights, and appurtenances belonging thereto.

J. "Regime" means the Horizontal Property Regime established by this Declaration.

K. "Declaration" means this Declaration of Submission to the Horizontal Property Regime and Declaration of Conditions and Restrictions.

L. "Apartment occupant" means anyone who occupies an apartment.

M. "Board of Governors" means that group of five persons elected by the Council of Co-owners who shall be responsible for the management and administration of the property within the Horizontal Regime on behalf of the Council of Co-owners.

3. BUILDINGS AND APARTMENTS: The Horizontal Property Regime shall contain buildings, apartments and carports numbered as follows:

- BUILDING NO. 1: Apartment Nos. 1, 2, 3, 4,
- BUILDING NO. 2: Apartment Nos. 5, 6, 7, 8, 9,
- BUILDING NO. 3: Apartment Nos. 10, 11, 12, 13, 14,
- BUILDING NO. 4: Apartment Nos. 15, 16, 17, 18,
- BUILDING NO. 5: Apartment Nos. 19, 20, 21, 22, 23,
- BUILDING NO. 6: Apartment Nos. 24, 25, 26, 27, 28, 29,
- BUILDING NO. 7: Apartment Nos. 30, 31, 32, 33, 34,
- BUILDING NO. 8: Apartment Nos. 35, 36, 37, 38, 39, 40,
- BUILDING NO. 9: Apartment Nos. 41, 42, 43, 44, 45,
- BUILDING NO. 10: Apartment Nos. 46, 47, 48, 49-1, 49-2,  
50-1, 50-2,
- BUILDING NO. 11: Apartment Nos. 51-1, 51-2, 52-1, 52-2,  
53-1, 53-2, 54-1, 54-2,  
55-1, 55-2, 56-1, 56-2,  
57-1, 57-2, 58-1, 58-2,
- BUILDING NO. 12: Apartment Nos. 59-1, 59-2, 60-1, 60-2,  
61-1, 61-2, 62-1, 62-2,  
63-1, 63-2, 64-1, 64-2,  
65-1, 65-2, 66-1, 66-2,
- BUILDING NO. 13: Carport Nos. 1, 2, 3, 4, 35, 41, 42, 43,  
44, 45, 46, 47, 48, 49-1,  
49-2, 50-1, 50-2, 51-1,  
52-1, 53-1,
- BUILDING NO. 14: Carport Nos. 5, 6, 7, 8, 9, 10, 11, 12,  
13, 14, 24, 25, 26, 27, 28,  
36, 37, 38, 39, 40,
- BUILDING NO. 15: Carport Nos. 15, 16, 17, 18, 19, 20, 21,  
22, 23, 29, 30, 31, 32, 33,  
34, 54-1, 55-1, 56-1, 57-1,  
58-1,
- BUILDING NO. 16: Carport Nos. 59-1, 59-2, 60-1, 60-2,  
61-1, 61-2, 62-1, 62-2,  
63-1, 63-2, 64-1, 64-2,  
65-1, 65-2, 66-1, 66-2.

Each numbered apartment shall include an apartment, and the airspace immediately above the balcony or patio appurtenant to the apartment, all as described in the exhibits attached hereto. Each numbered carport shall include the space for parking a motor vehicle and the space for the storage of personal property appurtenant to the carport. Each numbered apartment shall only be conveyed with the carport of the same number, (except Apartments 51-2, 52-2, 53-2, 54-2, 55-2, 56-2, 57-2, and 58-2, for which no carports have been constructed), together with an undivided interest in and to the general common elements in the proportions set out in Paragraph 7 hereof. Ownership of a numbered apartment, the correspondingly numbered carport, if any, and the undivided interest in the general common elements cannot be severed and conveyed separately.

4. CUBIC CONTENT: The description of the cubic content space of each building, with reference to its location on the above-described land, is attached hereto, made a part hereof, and marked Exhibit "A". The description of the cubic content space of each apartment, appurtenant balcony or patio and carport is attached hereto, made a part hereof, and marked Exhibit "B".

5. GENERAL COMMON ELEMENTS: The general common elements consist of the land and the buildings as shown on the recorded subdivision plat and designated Lots 1 through 67, and all of the improvements on the land, including the buildings numbered 1 through 16, except those portions thereof described in Exhibit "B".



6. CO-OWNER'S INTEREST: Each apartment shall have an appurtenant interest in the general common elements in the entire Horizontal Property Regime based upon the approximate proportionate floor space area of each apartment to the total floor space area of all the apartments within the Regime (expressed as a percentage of the entire Regime). The interest of each apartment to the entire Regime is as follows (the apartment number designations on the following page correspond to the apartment number designations on Exhibit "B").

APARTMENT NUMBER	PERCENTAGE INTEREST IN ENTIRE REGIME	APARTMENT NUMBER	PERCENTAGE INTEREST IN ENTIRE REGIME	APARTMENT NUMBER	PERCENTAGE INTEREST IN ENTIRE REGIME
1	1.1800	31	1.4470	61-1	.9893
2	1.1800	32	1.4470	62-1	.9893
3	1.4470	33	1.4470	63-1	.9893
4	1.4470	34	1.4472	64-1	.9893
5	1.4474	35	1.1800	65-1	.9893
6	1.4470	36	1.1800	66-1	.9893
7	1.4470	37	1.1800	49-2	.9893
8	1.4470	38	1.1800	50-2	.9893
9	1.4470	39	1.1800	51-2	.9893
10	1.4474	40	1.1800	52-2	.9893
11	1.4470	41	1.4470	53-2	.9893
12	1.4470	42	1.4470	54-2	.9893
13	1.4470	43	1.4470	55-2	.9893
14	1.4470	44	1.4470	56-2	.9893
15	1.1800	45	1.4474	57-2	.9893
16	1.1800	46	1.1800	58-2	.9893
17	1.4470	47	1.1800	59-2	.9893
18	1.4470	48	1.1800	60-2	.9893
19	1.4474	49-1	.9893	61-2	.9893
20	1.4470	50-1	.9893	62-2	.9893
21	1.4470	51-1	.9893	63-2	.9893
22	1.4470	52-1	.9893	64-2	.9893
23	1.4470	53-1	.9893	65-2	.9893
24	1.1800	54-1	.9893	66-2	.9893
25	1.1800	55-1	.9893		
26	1.1800	56-1	.9893	TOTAL	100.000%
27	1.1800	57-1	.9893		
28	1.1800	58-1	.9893		
29	1.1800	59-1	.9893		
30	1.4474	60-1	.9893		

7. AIR CONDITIONING: The cooling and heating unit for each apartment is partially situated within the general common elements, and each such cooling and heating unit services one apartment. For each corresponding apartment, the co-owner thereof shall be entitled to the exclusive use of such cooling and heating unit despite the fact that a portion of the unit is situated within the general common elements. Each co-owner shall be responsible for the maintenance, repair and replacement of the cooling and heating unit servicing his apartment.

8. EXCLUSIVE USE: Each co-owner of an apartment shall have the exclusive right to use and occupy that patio, if any, which is immediately adjacent to his apartment, subject to the right of the Board of Governors, or, their agents, to enter said patio for inspection and maintenance purposes. Each co-owner of a carport appurtenant to an apartment shall own and have the exclusive right to use and occupy that carport which shall bear a number corresponding to the number of his apartment. The parking spaces on Lot 67 shall be for the common use of all co-owners except for eight spaces to be designated for the exclusive use of Apartments 51-2, 52-2, 53-2, 54-2, 55-2, 56-2, 57-2, and 58-2.

9. EASEMENT: If any portion of another apartment, or the general common elements, encroaches upon any co-owner's apartment, a valid easement for such encroachment shall, and does, exist.

10. GENERAL PLAN: All co-owners, and others, who at any time have an interest of any nature whatsoever in the property, are bound by this Declaration and shall comply strictly with the Declaration and the By-Laws, Rules and Regulations adopted by the

developer, and all future amendments to the Declaration, By-Laws, Rules and Regulations as may be adopted from time to time. Failure to comply with any of the Declaration, By-Laws, Rules and Regulations shall be grounds for injunctive relief or damages, or both, maintainable by the Board of Governors, or their agents on behalf of the Board of Governors, or in a proper case by an aggrieved co-owner. Nothing contained herein shall preclude the Board of Governors or the Council of Co-owners, or its agents, or an aggrieved co-owner, from pursuing any other remedy available in equity or at law. The conditions and restrictions imposed within the Declaration constitute a general plan for the benefit of all the co-owners and except as otherwise herein specified, all of such conditions and restrictions shall be binding upon, inure to the benefit of, shall benefit, and shall be enforceable by every co-owner. All conditions and restrictions in the Declaration are intended to and shall constitute covenants running with the land or equitable servitudes upon the land, as may be proper. Failure to enforce any condition or restriction herein contained shall not constitute a waiver of the right to do so thereafter.

11. APARTMENT USE: Each co-owner shall use his apartment as a private dwelling and for no other purpose. The co-owner shall not permit or suffer anything to be done or kept in his apartment or carport which will increase the rate of insurance on the property, or which will obstruct or interfere with the rights of other co-owners and apartment occupants of the building, or annoy them

by unreasonable noises, or otherwise; nor shall a co-owner commit or permit a nuisance, immoral, or illegal act in or about the property. The co-owners shall not permit any unusually heavy objects or piece of furniture to be located on the second floor of his apartment. The placing of waterbeds on the second floor of any apartment is specifically prohibited.

12. APARTMENT INTERIORS: Each co-owner shall have the exclusive right and obligation at the co-owners cost, to maintain refinish and keep in good repair the interior surfaces of the apartments, including but not limited to the doors, windows, ceilings, floors, and perimeter walls of his apartment, and the interior surfaces of the bearing walls encompassed within his apartment. This paragraph shall not be construed as permitting any interference with or damage to the structural integrity of the building.

13. EXTERIOR ALTERATIONS: The co-owner shall not, without the written consent of the Board of Governors, make any structural alteration in the common elements, paint or change the exterior color, or remove any improvements or fixtures therefrom. The co-owner shall pay upon demand of the Board of Governors any expenditures incurred to repair any damage to the general common elements caused by him, his employees, or guests, except to the extent that the expenditure is paid by insurance proceeds.

14. COUNCIL OF CO-OWNERS: The Council of Co-owners shall consist of all co-owners of the regime.

A. An annual meeting of the Council of co-owners shall be held in the City of Tucson, State of Arizona, on the first Monday of December each year, with the first meeting to be held either on the first Monday of December, 1974, or on an earlier day in the discretion of the developer, for the purpose of electing a Board of Governors and for such other business as may come before the meeting.

If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

B. Special meetings of the Council of Co-owners for any purpose or purposes may be held in the City of Tucson, State of Arizona, and shall be called by the Board of Governors upon written request of voting owners representing not less than ten apartments.

C. It shall be the duty of the Board of Governors to mail or deliver a notice of each annual or special meeting stating the time and place it is to be held (and the purpose thereof, if a special meeting) to each co-owner, as hereinafter defined, at least five but not more than ten days prior to such meeting. The mailing or delivery of a notice in the manner provided in this section shall be considered service of such notice. Unless a co-owner has filed with the Board of Governors a written statement setting forth the address at which notices to him shall be mailed or delivered, the Board of Governors shall send the notice to the apartment in which the co-owner is the owner or part owner thereof.

D. Only voting owners, as defined in Paragraph 15, shall be entitled to vote at any meeting of the Council of Co-owners. Voting owners representing not less than twenty-five apartments shall constitute a quorum at any special meeting of the Council of Co-owners. No minimum number of co-owners need be present to conduct business at the annual meeting.

E. If any special meeting cannot be organized because a quorum is not present by person or proxy, as defined in Paragraph 15, the voting owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight hours from

the time the original meeting was called; provided that the Secretary of the Board of Governors shall be notified of the time to which the meeting has been adjourned so that other voting owners may be informed of the time to which said meeting was adjourned by contacting the said Secretary.

15. VOTING CO-OWNER: Each apartment shall be entitled to one vote of equal weight in the Council of Co-owners. All of the co-owners of one apartment shall designate a voting representative (herein called the voting co-owner) of such co-owners of said one apartment by written designation filed with the Board of Governors. Said voting co-owner shall be entitled to vote for the apartment which he represents until all co-owners of such apartment have filed with the Board of Governors a written designation designating another representative of such apartment. A person may be the voting co-owner for more than one apartment. In the event of a sale, lease, transfer or other conveyance of all or an interest in an apartment, or the death or judicial incompetence of a voting owner, there shall be a new designation of the voting owner of such apartment which shall be made as herein established; provided, however, that until the Board of Governors is advised of such sale, lease, transfer or conveyance, or death or judicial incompetence, the existing designation of a voting owner shall be binding for voting purposes. In the event that all of the co-owners of one apartment fail to file a designation, the co-owners of such apartment shall not be entitled to vote until such written designation is filed with the Board of Governors as aforesaid. A voting owner may cast his ballot in person or by proxy. Proxies must be filed in writing with the Board of Governors before the appointed time of each meeting for which the proxy pertains. In

the event a voting owner is present at the meeting, his proxy shall not be effective. A proxy shall be effective for so long a time as shall be set forth in said proxy and if the time of the effectiveness of such proxy is not set forth therein, the proxy shall be effective until revoked by the voting owner granting the proxy. No co-owner shall vote more than two proxies at any meeting.

16. ANNUAL MEETING: A. At each annual meeting, the voting members of the Council of Co-owners shall elect a Board of Governors consisting of five voting co-owners. At the first annual meeting, one member of the Board of Governors shall be elected for a term of one year, two members of the Board of Governors shall be elected for a term of two years, and two members of the Board of Governors shall be elected for a term of three years: At the expiration of the initial term of each respective member, his successor shall be elected to serve a term of three years. Each member shall hold office until his successor has been elected and qualified.

B. Any member of the Board may be removed at any time with or without cause by the vote of voting owners representing not less than sixty apartments at a meeting called for the purpose of effecting such removal.

C. A vacancy on the Board because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Governors until the next annual meeting of the Council of Co-owners, at which time an election shall be held to fill the unexpired portion of the term. If the Board of Governors shall be unable to agree upon a replacement within fourteen days after the creation of a vacancy, they shall call a special meeting of the Council of Co-owners to fill such vacancy for the balance of the unexpired term.



D. The first Board of Governors shall be elected at the first annual meeting of the Council of Co-owners. No person may serve on the Board of Governors who is not a voting co-owner, and at any time a member of the Board of Governors ceases to be a voting owner, he shall automatically be disqualified from serving on the Board.

17. POWERS AND DUTIES OF BOARD OF GOVERNORS: A. The Board of Governors shall have the power and duties necessary for the administration of the affairs of this Regime, including but not limited to the designation of a management agent and other personnel necessary for the maintenance and operation of the Regime. The Board of Governors shall be responsible for the management and administration of the property and shall make provision for the maintenance, repair and replacement of the general common elements, including sewage lines, water lines, gas lines and electric lines, (some of which are owned by a public utility or municipal corporation) and for obtaining fire and extended coverage insurance, and liability insurance as required herein.

B. Not later than thirty days prior to the beginning of each calendar year, the Board of Governors shall estimate the total amount necessary to carry out its responsibilities for the next calendar year, including a reasonable reserve for contingencies and minus any expected surplus from the prior year. The co-owners of each apartment shall be assessed and shall pay their share of the total estimated annual assessment. Each co-owner shall pay an equal share of all expenses which are incurred equally by each apartment. Each co-owner shall pay a percentage share of all other expenses based upon the percentage interest set forth in paragraph 6 of this Declaration. The total annual assessment shall be paid in twelve equal monthly installments. Each co-owner shall, on the first day of each calendar month, pay to the Board of Governors, the monthly amount assessed. In the

event the Board of Governors is required to make any expenditure, the necessity for which was not foreseen at the commencement of the calendar year and for which there are not sufficient funds available, the Board may levy a special assessment, which special assessment shall be charged to the Co-owners in the same proportion as regular assessments in accordance with the terms hereof. The Co-owners shall pay such special assessment to the Board of Governors or to such depository as may be designated by the Board of Governors within thirty days after the levy thereof.

C. The Board of Governors shall establish a trust account to be maintained in any financial institution whose accounts are insured by either the Federal Deposit Insurance Corporation or Federal Savings Insurance Corporation and is doing business in Pima County, Arizona, into which account the Board shall place all sums collected by assessment to be used and expended for purposes hereinafter set forth.

D. The Board of Governors, its agents or employees, shall have access to each apartment, parking space, cooling and heating unit, during reasonable hours, as may be necessary to make emergency repairs for the maintenance, repair or replacement of any of the common elements or to prevent damage to another apartment or apartments. The co-owner shall be liable for all expenditure incurred for emergency repair of his apartment.

E. The Board of Governors shall have the exclusive authority to pay out of the trust account for the benefit of all co-owners the following expenses, which are deemed common expenses:

- (1) Water service for the general common elements;
- (2) Utility service for the general common elements;
- (3) All goods, materials, supplies, labor, services, maintenance, repairs, alterations, landscaping, reconstruction, and other expenditures reasonably necessary for the convenient operation of the property, exclusive of apartment interiors;
- (4) Workmen's compensation insurance;
- (5) Legal, accounting, management, and any other service contracted for by the Board of Governors, if it is deemed necessary by them for the operation and maintenance of the property;
- (6) A fidelity bond naming the Board of Governors as principal and the co-owners as obligees in an amount equal to:
  - (a) For the year 1973, twice the estimated total receipts of the trust account;
  - (b) For all subsequent years, twice the total receipts of the trust account for the preceding calendar year;
- (7) Maintenance and repair of any apartment, if such maintenance or repair is necessary in the discretion of the Board of Governors, to protect the common elements, and the co-owner of said apartment has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered or caused to be delivered by the Board of Governors to said co-owner. In such event, the Board of Governors shall levy a special assessment against such apartment for the cost of said maintenance or repair;
- (8) All costs of enforcing the provisions of this Declaration, including attorney's fees and Court costs, provided that all costs incurred for the enforcement of the provisions of this Declaration against any co-owner shall be assessed specifically against such co-owner.
- (9) Insurance for the property, insuring it against loss or damage by fire and extended coverage

risks, and such other hazards as they deem necessary in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction, and a public liability policy insuring all of the co-owners of the property, such policy to have limits of not less than \$100,000.00 in the event of injury or death to any one person, and \$300,000.00 in the event of injury or death to more than one person from any single occurrence, and \$50,000.00 in the event of damage to any property. Premiums for such insurance shall be common expenses. Nothing contained herein shall prejudice the right of each co-owner to procure insurance for his own benefit.

- (10) The Board of Governors may contract for fire protection, security protection, garbage collection, group property insurance, and other similar services which may be of mutual benefit to all apartment owners.
- (11) Any taxes or assessment which may be assessed by any governmental entity against either the Council of Co-owners or the Board of Governors for property owned or business transactions conducted.
- (12) All expenses of a professional real estate management service.

18. MONTHLY ASSESSMENTS: All co-owners shall pay all regular or special assessments imposed by the Board of Governors, and any other charges agreed upon by a majority of the Council of Co-owners. No co-owner may exempt himself from contributing toward such assessments by waiver or non-use of the general common elements, or by the abandonment of the apartment belonging to him.

19. LIEN: A lien is hereby established on each apartment to secure payment of the amount of any assessment, whether regular or special, charged to such apartment pursuant to the terms hereof, and for any other sum advanced by the Board of Governors upon behalf of the co-owners of any apartment to which such advance relates, which lien and the right to foreclose the same shall be in addition to, and not in substitution for, all other rights and remedies which the Council of Co-owners and the Board of Governors may have to

enforce the provisions hereof. Such lien shall be inferior and subordinate to, and shall not affect the prior rights of the holders of any prior recorded mortgage.

In the event of default by any co-owner in the payment when due of any assessment secured hereby, the Board of Governors may foreclose such lien by suit in like manner as a mortgage on real property. In any such foreclosure, such co-owner shall be required to pay a reasonable rental for his apartment commencing with the date foreclosure is filed, and the plaintiff in such foreclosure shall be entitled to said rents and to the appointment of a receiver to collect the same. The Council of Co-owners or the Board of Governors on behalf of the Council shall have the power to bid on the apartment at the foreclosure sale and to acquire and to hold, rent, encumber and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. Where a mortgagee of record or other purchaser at a Sheriff's Sale obtains title to the apartment as a result of being the purchaser at such sale, such purchaser shall not be liable for any regular or special assessments levied by the Board of Governors prior to acquisition of title by Sheriff's Deed by such purchaser. Such unpaid assessments shall be deemed to be common expenses, collectible from the co-owners of all of the apartments, including such purchaser. There shall be a lien on the interest of such purchaser, to include all assessments, whether regular or special, charged to the apartment purchased after the date such purchaser, his heirs, administrators, successors or assigns, has foreclosed his lien, free and clear of any statutory right of redemption. Said lien shall have the same effect and

be enforced in the same manner as provided herein. Upon request by any co-owner, the Board of Governors shall furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such co-owner's apartment, a statement showing all amounts then due which are secured by such lien.

20. ALTERATIONS: A proposal for any structural alteration or addition to a building may be made at any duly held annual or special meeting of the Council of Co-owners. Such proposal shall be approved if agreed upon by the affirmative vote of voting co-owners representing not less than fifty apartments. Unless otherwise agreed by said voting co-owners, representing fifty apartments, the cost of the alterations or addition agreed upon shall be paid from the trust account, and the Board of Governors shall levy a special assessment to cover said cost.

21. VIOLATIONS: Violation of any of the conditions or restrictions herein contained or of the By-Laws, Rules and Regulations of this Regime shall give to the Board of Governors or the Council of Co-owners, the right to enter an apartment and abate or remove, at the expense of the co-owner, any construction, thing or condition that may, be or exist therein contrary to the provisions hereof or said By-Laws, Rules and Regulations without being deemed guilty of any manner of trespass. Every action or omission whereby any condition or restriction or any By-Law, Rule or Regulation is violated, in whole or in part, shall render it lawful for the Board of Governors or the Council of Co-Owners, to prosecute any proceedings at law or at equity against the person or persons violating or attempting to violate any such condition or restriction and either

to prevent him from so doing or to recover damages for such violation. Should any such suit be instituted to enforce any provision of this Declaration or of the By-Laws, Rules and Regulations of this Regime, the co-owner in violation of the provisions of this Declaration or of the By-Laws, Rules and Regulations shall pay a reasonable attorney's fee in an amount that is fixed by the Court.

22. DESTRUCTION: In the event there shall be a partial destruction of any building by fire or other hazard, the building shall be reconstructed or restored substantially in accordance with the plans and specifications used in connection with the initial construction of the building and in the location set forth on Exhibit "A"; provided, however, the architect engaged by the Board of Governors to supervise such reconstruction or restoration may alter the plans and specifications in such manner as is approved by voting owners representing not less than sixty apartments. In the event there shall be a total destruction of the buildings, unless not later than ninety days after the date of the fire or other hazard creating the total destruction, the property has been withdrawn from the Horizontal Property Regime in accordance with Arizona Revised Statutes §33-551 through §33-561, the building shall be reconstructed or restored substantially in accordance with the plans and specifications used in connection with the initial construction of the building and in the location set forth on Exhibit "A"; provided, however, the architect engaged by the Board of Governors to supervise such reconstruction or restoration may upon the approval of voting owners representing

sixty apartments alter the plans and specifications, in such manner as is approved by voting owners representing sixty apartments.

23. PARAGRAPH HEADINGS: The paragraph headings appearing in this Declaration are inserted as a matter of convenience only, and for reference purposes, and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraph to which they refer.

24. INDEPENDENT PROVISIONS: The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

25. CONSTRUCTION OF LANGUAGE: The language used herein shall be construed according to its fair and usual meaning. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. All words used in any gender shall extend to and include all genders.

26. AMENDMENT: This Declaration may be amended by affirmative vote of voting co-owners representing not less than sixty apartments and the approval of a majority of the holders of security interests in the property. An instrument evidencing the required approval shall be recorded with the Recorder of Pima County, Arizona, before any such amendment shall become effective. However, until all of the apartments are sold, each person who may become a co-owner of any apartment within the Regime does hereby irrevocably appoint the developer as such co-owner's agent, to execute such amendment or



amendments to this Declaration as the developer, in its sole discretion, may deem to be in the best interest of all of the owners of all of the apartments. The agency created hereby is non-revocable and constitutes a power coupled with an interest so long as the developer shall be an owner of any apartment. The agency hereby created shall be binding upon the heirs, executors, administrators, successors and assigns of all owners of all apartments until and including December 31, 1975.

27. INDIVIDUAL LANDSCAPING: The co-owner of each apartment shall maintain, at his own expense, the enclosed front or rear patio within his apartment area. The planting and cultivating of plants, trees, and vines shall be done in such a manner as to not interfere with the view of other apartment owners, or as to constitute a hazard or danger.

28. MAINTENANCE OF UTILITIES: The Board of Governors shall be responsible, if required by the utility, for the maintenance and proper functioning of all sewer lines from the main to the property line of each apartment; of all water lines from the main to the meter for each apartment; of all gas lines from the main to the meter for each apartment; and for all electric lines from the main to the meter for each apartment; and of all telephone lines from the riser to the connection on each apartment. The owner shall be responsible for the maintenance and proper functioning of all utility lines within his apartment and the water, gas and electric lines from the meter to his apartment.

29. RIGHTS OF DEVELOPER: - The developer shall retain the following rights to be exercised in its sole discretion:

A. The developer shall act as the Board of Governors until the election of the first Board of Governors at the first annual meeting of the co-owners. Until the first Board of Governors has been elected, the developer shall have all rights, powers and duties given to the Board of Governors by the provisions of this Declaration of Horizontal Property Regime.

B. The developer shall have the right to sell and convey portions of the common elements to the co-owners of individual apartments for their exclusive use.

C. The developer shall have the right to maintain a sales office, advertising signs and billboards, either within an apartment or within the general common elements until all of the apartments have been sold.

30. PROFESSIONAL MANAGEMENT: The Board of Governors shall employ a professional real estate management service as manager of Villa Paraiso for at least two years after the election of the First Board of Governors. The professional real estate management service will be entitled to a reasonable fee for its management services during its term of service.

31. MUNICIPAL ENFORCEMENT: The City of Tucson shall have the right to enforce any provision contained in this restriction which pertains to maintenance or reconstruction, and the assessment

of co-owners for the purpose of financing such maintenance or reconstruction. This right to enforce shall be exercised in accordance with the provisions of the City Code of the City of Tucson.

32. PRIOR RIGHTS: Agreements or contracts executed by the Council of Co-owners shall not affect the rights of prior mortgagees.

Adopted by First State Service Corporation, the developer, as the Declaration of Submission to the Horizontal Property Regime and Declaration of Conditions and Restrictions for Villa Paraiso, this 24th day of August, 1973.

FIRST STATE SERVICE CORPORATION

BY Leonard Marshall  
PRESIDENT

STATE OF ARIZONA )  
                          ) SS:  
COUNTY OF PIMA )

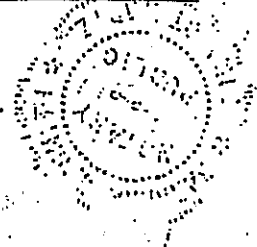
On this 24th day of August, 1973, before me, the undersigned officer, personally appeared Leonard Marshall who acknowledged himself to be the President of First State Service Corporation, a corporation, and that he as such officer, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In witness whereof, I hereunto set my hand and seal.

Robert J. Smith  
NOTARY PUBLIC

My commission expires:  
My Commission Expires June 11, 1978

BOOK 4585 PAGE 298



REVISED DESCRIPTIONS TO BE INCLUDED IN  
DECLARATION OF SUBMISSION TO HORIZONTAL  
PROPERTY REGIME FOR

VILLA PARAISO

JOB NO. 73-141

PREPARED FOR: SOLOT REALTY

BY: BLANTON & CO.  
ARCHITECTS AND ENGINEERS  
Tucson, Arizona

June 27, 1973

Revised August 20, 1973

EXHIBIT "A"

DESCRIPTION OF THE CUBIC CONTENT SPACE OF THE BUILDINGS

The sixteen buildings on the property are situate in Villa Paraiso, Lots 1 thru 67, a subdivision of Pima County, Arizona, according to the map or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 23 of Maps and Plats, at page 44, and all referances to Lot numbers in the following descriptions are to the Lots as defined by said map or plat. Elevations are above mean sea level, according to City of Tucson Engineering Department datum, monumented by Bench Mark on the North edge of the casting enclosing the survey monument at the South quarter corner of Section 30 in the intersecction of Fort Lowell Road and Mountain Avenue, as shown on said map or plat of Villa Paraiso, at elevation 2369.39 feet. The cubic content space of each building is described as follows:

BUILDING NO. 1:

The East 36.67 feet of Lots 1 thru 4, inclusive, from the ground at elevation 2373.5 feet, more or less, to the top of the walls at elevation 2394.82 feet; EXCEPT the South 4.17 feet of the West 5.33 feet of the East 36.67 feet of Lot 1, the North 3.83 feet of the West 5.33 feet of the East 36.67 feet of Lot 2, the South 4.00 feet of the West 5.33 feet of the East 36.67 feet of Lot 3, and the North 4.33 feet of the West 5.33 feet of the East 36.67 feet of Lot 4.

BUILDING NO. 2:

The South 36.67 feet of Lots 5 thru 9 inclusive, from the ground at elevation 2372 feet, more or less, to the top of the walls, at elevation 2393.66 feet in Lots 5 and 6 and at elevation 2393.33 in Lots 7, 8 and 9; EXCEPT the West 4.00 feet of the North 5.33 feet of the South 36.67 feet of Lots 5 and 7, the East 4.00 feet of the North 5.33 feet of the South 36.67 feet of Lots 6 and 8, and the West 4.33 feet of the North 5.33 feet of the South 36.67 feet of Lot 9.

BUILDING NO. 3:

The South 36.67 feet of Lots 10 thru 14 inclusive, from the ground at elevation 2371.3 feet, more or less, to the top of the walls, at elevation 2392.66 feet; EXCEPT the West 4.00 feet of the North 5.33 feet of the South 36.67 feet of Lots 10 and 12, the East 4.00 feet of the North 5.33 feet of the South 36.67 feet of Lots 11 and 13, and the West 4.33 feet of the North 5.33 feet of the South 36.67 feet of Lot 14.

BUILDING NO. 4:

The West 36.67 feet of Lots 15 thru 18, inclusive, from the ground at elevation 2371 feet, more or less, to the top of the walls at elevation 2392.33 feet; EXCEPT the South 4.17 feet of the East 5.33 feet of the West 36.67 feet of Lot 15, the North 3.83 feet of the East 5.33 feet of the West 36.67 feet of Lot 16, the South 4.00 feet of the East 5.33 feet of the West 36.67 feet of Lot 17, and the North 4.33 feet of the East 5.33 feet of the West 36.67 feet of Lot 18.

BUILDING NO. 5:

The West 36.67 feet of Lots 19 thru 23 inclusive, from the ground at elevation 2370.7 feet, more or less, to the top of the walls, at elevation 2392.06 feet; EXCEPT the North 4.00 feet of the East 5.33 feet of the West 36.67 feet of Lots 19 and 21, the South 4.00 feet of the East 5.33 feet of the West 36.67 feet of Lots 20 and 22, and the North 4.33 feet of the East 5.33 feet of the West 36.67 feet of Lot 23.

BUILDING NO. 6:

The West 36.67 feet of Lots 24 thru 29, inclusive, from the ground at elevation 2371.7 feet, more or less, to the top of the walls at elevation 2393.00 feet; EXCEPT the South 4.17 feet of the East 5.33 feet of the West 36.67 feet of Lot 24, the North 3.83 feet of the East 5.33 feet of the West 36.67 feet of Lots 25 and 27, the South 3.83 feet of the East 5.33 feet of the West 36.67 feet of Lots 26 and 28, and the North 4.17 feet of the East 5.33 feet of the West 36.67 feet of Lot 29.

BUILDING NO. 7:

The North 36.67 feet of Lots 30 thru 34 inclusive, from the ground at elevation 2372 feet, more or less, to the top of the walls, at elevation 2393.16 feet in Lots 30 and 31 and at elevation 2393.50 in lots 32, 33 and 34; EXCEPT the East 4.00 feet of the South 5.33 feet of the North 36.67 feet of Lots 30 and 32, the West 4.00 feet of the South 5.33 feet of the North 36.67 feet of Lots 31 and 33, and the East 4.33 feet of the South 5.33 feet of the North 36.67 feet of Lot 34.

BUILDING NO. 8:

The East 36.67 feet of Lots 35 thru 40, inclusive, from the ground at elevation 2372 feet, more or less, to the top of the walls at elevation 2394.00 feet; EXCEPT the North 4.17 feet of the West 5.33 feet of the East 36.67 feet of Lot 35, the South 3.83 feet of the West 5.33 feet of the East 36.67 feet of Lots 36 and 38, the North 3.83 feet of the West 5.33 feet of the East 36.67 feet of Lots 37 and 39, and the South 4.17 feet of the West 5.33 feet of the East 36.67 feet of Lot 40.

BUILDING NO. 9:

The East 36.67 feet of Lots 41 thru 45 inclusive, from the ground at elevation 2373 feet more or less, to the top of the walls, at elevation 2394.17 feet in Lots 44 and 45 and at elevation 2394.82 feet in Lots 41, 42 and 43; EXCEPT the South 4.00 feet of the West 5.33 feet of the East 36.67 feet of Lots 45 and 43, the North 4.00 feet of the West 5.33 feet of the East 36.67 feet of Lots 44 and 42, and the South 4.33 feet of the West 5.33 feet of the East 36.67 feet of Lot 41;

BUILDING NO. 10:

The South 36.67 feet of Lots 46 thru 50, inclusive, from the ground at elevation 2372.5, more or less, to the top of the walls at elevation 2393.82 feet; EXCEPT the West 3.83 feet of the North 5.33 feet of the South 36.67 feet of Lots 46 and 48 and the East 3.83 feet of the North 5.33 feet of the South 36.67 feet of Lot 47.

BUILDING NO. 11:

The South 36.57 feet of Lots 51 thru 58, inclusive, from the ground at elevation 2371 feet, more or less, to the top of the walls at elevation 2393.00 feet in Lots 51 thru 54 and at elevation 2392.33 in Lots 55 thru 58.

BUILDING NO. 12:

The South 36.67 feet of Lots 59 thru 66, inclusive, from the ground at elevation 2370 feet, more or less, to the top of the walls at elevation 2391.67 feet in Lots 59 thru 62 and at elevation 2390.33 in Lots 63 thru 66.

BUILDING NO. 13:

All that space within Lot 67 described as follows:  
Beginning at the Northerly end of the 25 foot radius return curve in the Southeasterly corner of said Lot 67;  
thence Northerly along the East line of Lot 67 a distance of 173.33 feet;  
thence Westerly at right angles to said East line 19.50 feet;  
thence Southerly parallel with said East line 173.33 feet;  
thence Easterly at right angles to said East line 19.50 feet to the point of beginning;  
lying between the finished paving, varying from elevation 2371.9 feet to 2372.7 feet and the upper surface of the roof, which roof lies between two bent plane surfaces, the upper of which is at elevation 2380.56 feet at the Southeast corner of the building, at elevation 2381.08 feet at the mid-point of the East line of the building, at elevation 2380.65 feet at the Northeast corner of the building, at elevation 2380.30 feet at the Northwest corner of the building, at elevation 2380.74 at the mid-point of the West line of the building and at elevation 2380.22 at the Southwest corner of the building, and the lower surface of which roof is parallel with and 0.71 foot below the upper; the building being enclosed by concrete block walls, 0.67 foot in thickness, within and adjoining the North, East and South lines of said building, and open on the West side.

BUILDING NO. 14:

All that space within Lot 67 described as follows:  
Beginning at a point in the South line of said Lot 67, which point is 35.17 feet Westerly from the intersection of said South line with the Southerly prolongation of the West lines of Lots 1 thru 4;  
thence Westerly along said South line 173.33 feet;  
thence Northerly at right angles to said South line 20.00 feet;  
thence Easterly parallel with said South line 173.33 feet;  
thence Southerly at right angles to said South line 20.00 feet to the point of beginning; lying between the finished paving, varying from elevation 2369.8 feet to 2371.5 feet and the upper surface of the roof, which roof lies between two plane surfaces, the upper of which is at elevation 2379.87 at the Southeast corner of the building, at elevation 2378.58 at the Southwest corner of the building, at elevation 2378.24 feet at the Northwest corner of the building and at elevation 2379.53 feet at the Northeast corner of the building, and the lower surface of which roof is parallel with and 0.71 foot below the upper; the building being enclosed by concrete block walls, 0.67 foot in thickness, within and adjoining the East, South and West lines of said building, and open on the North side.

BUILDING NO. 15:

All that space within Lot 67 described as follows:  
Beginning at that corner of said Lot 67 which corner is 119.88 feet Easterly from the most Westerly line of said Lot and 178.17 feet Northerly from the most Southerly line of said Lot;  
thence Southerly along the Westerly line of said Lot 172.67 feet;  
thence Easterly at right angles to said Westerly line 20.00 feet;  
thence Northerly parallel with said Westerly line 172.67 feet;  
thence Westerly at right angles to said Westerly line 20.00 feet to the point of beginning; lying between the finished paving, varying from elevation 2369.2 feet to 2370.3 feet and the upper surface of the roof, which roof lies between two bent plane surfaces, the upper of which is at elevation 2378.34 feet at the Northwest corner of the building, at elevation 2378.72 feet at a point 63 feet South of the Northwest corner, at elevation 2378.08 feet at the Southwest corner of the building, at elevation 2377.74 feet at the Southeast corner of the building, at elevation 2378.38 feet at a point 68 feet South of the Northeast corner and at elevation 2378.00 feet at the Northeast corner of the building, and the lower surface of the roof is parallel with and 0.71 foot below the upper; the building being enclosed by concrete block walls, 0.67 foot in thickness, within and adjoining the West and South lines of the building and by a concrete block wall, Northerly of and adjoining the North line of the building, being the South wall of Building No. 16, hereinafter described, and open on the East side.

BUILDING NO. 16:

All that space within Lot 67 described as follows:  
Beginning at that corner of said Lot 67 which corner is 119.88 feet Easterly from the most Westerly line of said Lot and 178.17 feet Northerly from the most Southerly line of said Lot;  
thence Westerly along the South line of said Lot 118.67 feet;  
thence Northerly at right angles to said South line 20.00 feet;  
thence Easterly parallel with said South line 138.67 feet;  
thence Southerly at right angles to said South line 20.00 feet;  
thence Westerly along the prolongation of said South line 20.00 feet to the point of beginning; lying between the finished paving, varying from elevation 2368.7 feet to elevation 2370.0 feet and the upper surface of the roof, which roof lies between two bent plane surfaces, the upper of which is at elevation 2378.34 feet at a point 20 feet West of the Southeast corner, at elevation 2377.51 feet at the Southwest corner of the building, at elevation 2378.00 feet at a point 20 feet West of the Northeast corner, at elevation 2378.00 feet at the Northeast corner of the building and at elevation 2378.34 feet at the Southeast corner of the building, and the lower surface of which building is parallel with and 0.71 foot below the upper; the building being enclosed by concrete block walls, 0.67 foot in thickness, within and adjoining the South, West and East lines of said building, and open on the North side.



EXHIBIT "B"

DESCRIPTION OF THE CUBIC CONTENT SPACE OF THE APARTMENTS  
AND CARPORTS

Each of the 84 apartment spaces is within a lot of Villa Paraiso, Lots 1 thru 67, a subdivision of Pima County, Arizona, according to the map or plat of said subdivision of record in the Office of the County Recorder of Pima County, Arizona, in Book 23 of Maps and Plats, at page 44, and is contained within one of the buildings numbered 1 thru 12 as described in Exhibit "A". The space described for each apartment includes balcony space and/or porch space beneath balcony. The carports are in Lot 67 of said subdivision, and are contained within one of the buildings numbered 13 thru 16 as described in Exhibit "A". The cubic content space of each apartment and each carport is described as follows:

APARTMENT NO. 1:

All that part of Lot 1 lying within the boundaries of Building No. 1, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 1 and at elevation 2391.16 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.67 foot, the North 0.33 foot and the East 1.00 foot of said Lot 1; and contained within the North 0.67 foot of the South 4.84 feet of the West 5.33 feet of the East 36.67 feet of said Lot 1; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 1; and contained within the South 0.42 foot of the North 3.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 1; and contained within the North 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 1; ALSO EXCEPT the balcony floor structure contained between elevations 2381.50 feet and 2382.54 feet in the North 13.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 1; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 2:

All that part of Lot 2 lying within the boundaries of Building No. 1, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 2 and at elevation 2391.16 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 2; and contained within the South 0.67 foot of the North 4.50 feet of the West 5.33 feet of the East 36.67 feet of said Lot 2; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 2; and contained within the North 0.42 foot of the South 3.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 2; and contained within the South 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 2; ALSO EXCEPT the balcony floor structure contained between elevations 2381.50 feet and 2382.54 feet in the South 13.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 2; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 3:

All that part of Lot 3, lying within the boundaries of Building No. 1, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 3 and at elevation 2391.16 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 3; and contained within the North 0.67 foot of the South 4.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 3; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 3; and contained within the South 0.42 foot of the North 3.71 feet of the West 5.33 feet of the East 36.67 feet of said Lot 3; and contained within the North 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 3; ALSO EXCEPT the balcony floor structure contained between elevations 2381.65 feet and 2383.04 feet in the North 17.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 3; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 4:

All that part of Lot 4 lying within the boundaries of Building No. 1, as described in Exhibit "A", from the finished lower floor at elevation 2373.32 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 4 and at elevation 2391.16 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the North 0.67 foot, the South 9.33 foot and the East 1.90 foot of said Lot 4; and contained within the South 9.57 foot of the North 5.00 feet of the West 5.33 feet of the East 36.67 feet of said Lot 4; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 4; and contained within the North 0.42 foot of the South 3.71 feet of the West 5.33 feet of the East 36.67 feet of said Lot 4; and contained within the South 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 4; ALSO EXCEPT the balcony floor structure contained between elevations 2381.65 feet and 2383.04 feet in the South 17.00 feet of the West 5.33 feet of the East 35.33 feet of said Lot 4; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 5:

All that part of Lot 5 lying within the boundaries of Building No. 2, as described in Exhibit "A", from the finished lower floor at elevation 2373.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.50 feet at the South line of said Lot 5 and at elevation 2390.00 feet at a line parallel with and 32 feet Northerly from said Southline, EXCEPT exterior building walls and bearing walls contained within the East 0.67 foot, the West 9.33 foot and the South 1.00 foot of said Lot 5; and contained within the East 0.67 foot of the West 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 5; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 5; and contained within the West 0.42 foot of the East 4.04 feet of the North 5.33 feet of the South 36.67 feet of said Lot 5; and contained within the East 3.67 feet of the North 0.42 foot of the South 36.33 feet of said Lot 5; ALSO EXCEPT the balcony floor structure contained between elevations 2380.50 feet and 2381.87 feet in the East 17.00 feet of the North 5.33 feet of the South 35.33 feet of said Lot 5; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 6:

All that part of Lot 6 lying within the boundaries of Building No. 2, as described in Exhibit "A", from the finished lower floor at elevation 2372.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.50 feet at the South line of said Lot 6 and at elevation 2399.00 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 6; and contained within the West 0.57 foot of the East 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 6; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 6; and contained within the East 0.42 foot of the West 3.71 feet of the North 5.33 feet of the South 36.67 feet of said Lot 6; and contained within the West 3.57 feet of the North 0.42 foot of the South 36.33 feet of said Lot 6; ALSO EXCEPT the balcony floor structure contained between elevations 2380.50 feet and 2381.87 feet in the West 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 6; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 7:

All that part of Lot 7 lying within the boundaries of Building No. 2, as described in Exhibit "A", from the finished lower floor at elevation 2372.33 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.17 feet at the South line of said Lot 7 and at elevation 2389.67 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 7; and contained within the East 0.67 foot of the West 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 7; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 7; and contained within the West 0.42 foot of the East 3.71 feet of the North 5.33 feet of the South 36.67 feet of said Lot 7; and contained within the East 3.57 feet of the North 0.42 foot of the South 36.33 feet of said Lot 7; ALSO EXCEPT the balcony floor structure contained between elevations 2380.17 feet and 2381.54 feet in the East 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 7; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 8:

All that part of Lot 8 lying within the boundaries of Building No. 2, as described in Exhibit "A", from the finished lower floor at elevation 2372.33 feet to the upper finished ceiling, and the northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.17 feet at the south line of said Lot 8 and at elevation 2389.67 feet at a line parallel with and 32 feet northerly from said south line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 8; and contained within the West 0.67 foot of the East 4.67 feet of the North 5.33 feet of the South 35.57 feet of said Lot 8; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 8; and contained within the East 0.42 foot of the West 3.71 feet of the North 5.33 feet of the South 35.57 feet of said Lot 8; and contained within the West 3.57 feet of the North 0.42 foot of the South 36.33 feet of said Lot 8; ALSO EXCEPT the balcony floor structure contained between elevations 2380.17 feet and 2381.54 feet in the West 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 8; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 9:

All that part of Lot 9 lying within the boundaries of Building No. 2, as described in Exhibit "A", from the finished lower floor at elevation 2372.33 feet to the upper finished ceiling, and the northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.17 feet at the south line of said Lot 9 and at elevation 2389.67 feet at a line parallel with and 32 feet northerly from said south line, EXCEPT exterior building walls and bearing walls contained within the West 0.67 foot, the East 0.33 foot and the South 1.00 foot of said Lot 9; and contained within the East 0.67 foot of the West 5.00 feet of the North 5.33 feet of the South 36.57 feet of said Lot 9; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 9; and contained within the West 0.42 foot of the East 3.71 feet of the North 5.33 feet of the South 36.57 feet of said Lot 9; and contained within the East 3.57 feet of the North 0.42 foot of the South 36.33 feet of said Lot 9; ALSO EXCEPT the balcony floor structure contained between elevations 2380.17 feet and 2381.54 feet in the East 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 9; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 10:

All that part of Lot 10 lying within the boundaries of Building No. 3, as described in Exhibit "A", from the finished lower floor at elevation 2371.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2388.50 feet at the South line of said Lot 10 and at elevation 2339.00 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.67 foot, the West 0.33 foot and the South 1.00 foot of said Lot 10; and contained within the East 0.67 foot of the West 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 10; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 10 and contained within the West 0.42 foot of the East 4.04 feet of the North 5.33 feet of the South 36.67 feet of said Lot 10; and contained within the East 3.67 feet of the North 0.42 foot of the South 36.33 feet of said Lot 10; ALSO EXCEPT the balcony floor structure contained between elevations 2379.50 feet and 2380.37 feet in the East 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 10; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 11:

All that part of Lot 11 lying within the boundaries of Building No. 3, as described in Exhibit "A", from the finished lower floor at elevation 2371.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2388.50 feet at the South line of said Lot 11 and at elevation 2389.00 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 11; and contained within the West 0.67 foot of the East 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 11; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 11; and contained within the East 0.42 foot of the West 3.71 feet of the North 5.33 feet of the South 36.67 feet of said Lot 11; and contained within the West 3.67 feet of the North 0.42 foot of the South 36.33 feet of said Lot 11; ALSO EXCEPT the balcony floor structure contained between elevations 2379.50 feet and 2380.37 feet in the West 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 11; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 12:

All that part of Lot 12 lying within the boundaries of Building No. 3, as described in Exhibit "A", from the finished lower floor at elevation 2371.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2388.50 feet at the South line of said Lot 12 and at elevation 2389.00 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 12; and contained within the East 0.67 foot of the West 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 12; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 12; and contained within the West 0.42 foot of the East 3.71 feet of the North 5.33 feet of the South 36.67 feet of said Lot 12; and contained within the East 3.67 feet of the North 0.42 foot of the South 36.33 feet of said Lot 12; ALSO EXCEPT the balcony floor structure contained between elevations 2379.50 feet and 2380.87 feet in the East 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 12; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 13:

All that part of Lot 13 lying within the boundaries of Building No. 3, as described in Exhibit "A", from the finished lower floor at elevation 2371.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2388.50 feet at the South line of said Lot 13 and at elevation 2389.00 feet at a line parallel with and 32 feet Northerly from said Southline, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 13; and contained within the West 0.67 foot of the East 4.67 feet of the North 5.33 feet of the South 36.67 feet of said Lot 13; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 13; and contained within the East 0.42 foot of the West 3.71 feet of the North 5.33 feet of the South 36.67 feet of said Lot 13; and contained within the West 3.67 feet of the North 0.42 foot of the South 36.33 feet of said Lot 13; ALSO EXCEPT the balcony floor structure contained between elevations 2379.50 feet and 2380.87 feet in the West 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 13; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 14:

All that part of Lot 14 lying within the boundaries of Building No. 3, as described in Exhibit "A", from the finished lower floor at elevation 2371.66 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2388.50 feet at the South line of said Lot 14 and at elevation 2389.00 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 14; and contained within the East 0.67 foot of the West 5.00 feet of the North 5.33 feet of the South 36.67 feet of said Lot 14; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 14; and contained within the West 0.42 foot of the East 3.71 feet of the North 5.33 feet of the South 36.67 feet of said Lot 14; and contained within the East 3.67 feet of the North 0.42 foot of the South 36.33 feet of said Lot 14; ALSO EXCEPT the balcony floor structure contained between elevations 2379.50 feet and 2380.87 feet in the East 17.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 14; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 15:

All that part of Lot 15 lying within the boundaries of Building No. 4, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 15 and at elevation 2388.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.67 foot, the North 0.33 foot and the West 1.00 foot of said Lot 15; and contained within the North 0.67 foot of the South 4.84 feet of the East 5.33 feet of the West 36.67 feet of said Lot 15; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 15; and contained within the South 0.42 foot of the North 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 15; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 15; ALSO EXCEPT the balcony floor structure contained between elevations 2379.00 feet and 2380.04 feet in the North 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 15; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.



APARTMENT NO. 16:

All that part of Lot 16 lying within the boundaries of Building No. 4, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 16 and at elevation 2388.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 16; and contained within the South 0.37 foot of the North 4.50 feet of the East 5.33 feet of the West 36.67 feet of said Lot 16; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 16; and contained within the North 0.42 foot of the South 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 16; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 16; ALSO EXCEPT the balcony floor structure contained between elevations 2379.00 feet and 2380.04 feet in the South 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 16; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 17:

All that part of Lot 17 lying within the boundaries of Building No. 4, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 17 and at elevation 2388.17 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot; the North 0.33 foot and the West 1.00 foot of said Lot 17; and contained within the North 0.67 foot of the South 4.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 17; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 17; and contained within the South 0.42 foot of the North 3.71 feet of the East 5.33 feet of the West 36.67 feet of said Lot 17; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 17; ALSO EXCEPT the balcony floor structure contained between elevations 2379.00 feet and 2380.04 feet in the North 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 17; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 18:

All that part of Lot 18 lying within the boundaries of Building No. 4, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2398.17 feet at the West line of said Lot 18 and at elevation 2368.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the North 0.67 foot, the South 0.33 foot and the West 1.00 foot of said Lot 18; and contained within the South 0.67 foot of the North 5.00 feet of the East 5.33 feet of the West 36.67 feet of said Lot 18; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 18; and contained within the North 0.42 foot of the South 3.71 feet of the East 5.33 feet of the West 36.67 feet of said Lot 18; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 18; ALSO EXCEPT the balcony floor structure contained between elevations 2379.00 feet and 2380.04 feet in the South 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 18; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 19:

All that part of Lot 19 lying within the boundaries of Building No. 5, as described in Exhibit "A", from the finished lower floor at elevation 2371.06 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2387.90 feet at the West line of said Lot 19 and at elevation 2388.40 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.67 foot, the North 0.33 foot and the West 1.00 foot of said Lot 19; and contained within the South 0.67 foot of the North 4.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 19; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 19; and contained within the North 0.42 foot of the South 4.04 feet of the East 5.33 feet of the West 36.67 feet of said Lot 19; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 19; ALSO EXCEPT the balcony floor structure contained between elevations 2378.09 feet and 2380.27 feet in the South 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 19; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 20:

All that part of Lot 20 lying within the boundaries of Building No. 5, as described in Exhibit "A", from the finished lower floor at elevation 2371.06 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 20 and at elevation 2388.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 3.33 foot and the West 1.00 foot of said Lot 20; and contained within the North 0.57 foot of the South 4.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 20; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 20; and contained within the South 0.42 foot of the North 3.71 feet of the East 5.33 feet of the West 36.67 feet of said Lot 20; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 20; ALSO EXCEPT the balcony floor structure contained between elevations 2378.89 feet and 2380.27 feet in the North 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 20; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 21:

All that part of Lot 21 lying within the boundaries of Building No. 5, as described in Exhibit "A", from the finished lower floor at elevation 2371.06 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 21 and at elevation 2388.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 21; and contained within the South 0.67 foot of the North 4.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 21; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 21; and contained within the North 0.42 foot of the South 3.71 feet of the East 5.33 feet of the West 36.67 feet of said Lot 21; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 21; ALSO EXCEPT the balcony floor structure contained between elevations 2378.89 feet and 2380.27 feet in the South 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 21; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 22:

All that part of Lot 22 lying within the boundaries of Building No. 5, as described in Exhibit "A", from the finished lower floor at elevation 2371.06 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 22 and at elevation 2380.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 22; and contained within the North 0.67 foot of the South 4.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 22; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 22; and contained within the South 0.42 foot of the North 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 22; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 22; ALSO EXCEPT the balcony floor structure contained between elevations 2378.89 feet and 2380.27 feet in the North 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 22; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 23:

All that part of Lot 23 lying within the boundaries of Building No. 5, as described in Exhibit "A", from the finished lower floor at elevation 2371.06 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.17 feet at the West line of said Lot 23 and at elevation 2380.67 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the North 0.67 foot, the South 0.33 foot and the West 1.00 foot of said Lot 23; and contained within the South 0.67 foot of the North 5.00 feet of the East 5.33 feet of the West 36.67 feet of said Lot 23; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 23; and contained within the North 0.42 foot of the South 3.71 feet of the East 5.33 feet of the West 36.67 feet of said Lot 23; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 23; ALSO EXCEPT the balcony floor structure contained between elevations 2378.89 feet and 2380.27 feet in the South 17.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 23; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 24:

All that part of Lot 24 lying within the boundaries of Building No. 6, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.84 feet at the West line of said Lot 24 and at elevation 2389.34 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.67 foot, the North 0.33 foot and the West 1.00 foot of said Lot 24; and contained within the North 0.67 foot of the South 4.84 feet of the East 5.33 feet of the West 36.67 feet of said Lot 24; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 24; and contained within the South 0.42 foot of the North 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 24; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 24; ALSO EXCEPT the balcony floor structure contained between elevations 2379.67 feet and 2380.71 feet in the North 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 24; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 25:

All that part of Lot 25 lying within the boundaries of Building No. 6, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.84 feet at the West line of said Lot 24 and at elevation 2389.34 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 25; and contained within the South 0.67 foot of the North 4.50 feet of the East 5.33 feet of the West 36.67 feet of said Lot 25; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 25; and contained within the North 0.42 foot of the South 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 25; and contained within the South 3.37 feet of the East 0.42 foot of the West 36.33 feet of said Lot 25; ALSO EXCEPT the balcony floor structure contained between elevations 2379.67 feet and 2380.71 feet in the South 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 25; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 26:

All that part of Lot 26 lying within the boundaries of Building No. 6, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.84 feet at the West line of said Lot 26 and at elevation 2389.34 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 26; and contained within the North 0.67 foot of the South 4.50 feet of the East 5.33 feet of the West 36.67 feet of said Lot 26; and contained within the East 1.00 foot of the West 31.14 feet of said Lot 26; and contained within the South 0.42 foot of the North 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 26; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 26; ALSO EXCEPT the balcony floor structure contained between elevations 2379.67 feet and 2380.71 feet in the North 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 26; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 27:

All that part of Lot 27 lying within the boundaries of Building No. 6, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.84 feet at the West line of said Lot 27 and at elevation 2389.34 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 27; and contained within the South 0.67 foot of the North 4.50 feet of the East 5.33 feet of the West 36.67 feet of said Lot 27; and contained within the East 1.00 foot of the West 31.14 feet of said Lot 27; and contained within the North 0.42 foot of the South 3.67 feet of the East 5.33 feet of the West 36.67 feet of said Lot 27; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 27; ALSO EXCEPT the balcony floor structure contained between elevations 2379.67 feet and 2380.71 feet in the South 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 27; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 28:

All that part of Lot 28 lying within the boundaries of Building No. 6, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.84 feet at the West line of said Lot 28 and at elevation 2389.34 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the West 1.00 foot of said Lot 28; and contained within the North 0.57 foot of the South 4.50 feet of the East 5.33 feet of the West 36.57 feet of said Lot 28; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 28; and contained within the South 0.42 foot of the North 3.67 feet of the East 5.33 feet of the West 36.57 feet of said Lot 28; and contained within the North 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 28; ALSO EXCEPT the balcony floor structure contained between elevations 2379.67 feet and 2380.71 feet in the North 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 28; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 29:

All that part of Lot 29 lying within the boundaries of Building No. 6, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the upper finished ceiling, and the Easterly prolongation thereof, being a sloping plane surface, which is at elevation 2388.84 feet at the West line of said Lot 29 and at elevation 2389.34 feet at a line parallel with and 32 feet Easterly from said West line, EXCEPT exterior building walls and bearing walls contained within the North 0.67 foot, the South 0.33 foot and the West 1.00 foot of said Lot 29; and contained within the South 0.67 foot of the North 4.64 feet of the East 5.33 feet of the West 36.57 feet of said Lot 29; and contained within the East 1.00 foot of the West 31.34 feet of said Lot 29; and contained within the North 0.42 foot of the South 3.67 feet of the East 5.33 feet of the West 36.57 feet of said Lot 29; and contained within the South 3.67 feet of the East 0.42 foot of the West 36.33 feet of said Lot 29; ALSO EXCEPT the balcony floor structure contained between elevations 2379.67 feet and 2380.71 feet in the South 13.00 feet of the East 5.33 feet of the West 36.33 feet of said Lot 29; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 30:

All that part of Lot 30 lying within the boundaries of Building No. 7, as described in Exhibit "A", from the finished lower floor at elevation 2372.16 feet to the upper finished ceiling, and the Southerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.00 feet at the North line of said Lot 30 and at elevation 2399.50 feet at a line parallel with and 32 feet Southerly from said North line, EXCEPT exterior building walls and bearing walls contained within the West 0.67 foot, the East 9.33 foot and the North 1.00 foot of said Lot 30; and contained within the West 0.67 foot of the East 4.67 feet of the South 5.33 feet of the North 36.57 feet of said Lot 30; and contained within the South 1.00 foot of the North 31.34 feet of said Lot 30; and contained within the East 0.42 foot of the West 4.04 feet of the South 5.33 feet of the North 36.67 feet of said Lot 30; and contained within the West 3.67 feet of the South 0.42 foot of the North 36.33 feet of said Lot 30; ALSO EXCEPT the balcony floor structure contained between elevations 2380.00 feet and 2381.37 feet in the West 17.00 feet of the South 5.33 feet of the North 36.33 feet of said Lot 30; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 31:

All that part of Lot 31 lying within the boundaries of Building No. 7, as described in Exhibit "A", from the finished lower floor at elevation 2372.16 feet to the upper finished ceiling, and the Southerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.00 feet at the North line of said Lot 31 and at elevation 2399.50 feet at a line parallel with and 32 feet Southerly from said Northline, EXCEPT exterior building walls and bearing walls contained within the West 0.33 foot, the East 0.33 foot and the North 1.00 foot of said Lot 31; and contained within the East 9.67 foot of the West 4.67 feet of the South 5.33 feet of the North 36.57 feet of said Lot 31; and contained within the South 1.00 foot of the North 31.34 feet of said Lot 31; and contained within the West 0.42 foot of the East 3.71 feet of the South 5.33 feet of the North 36.67 feet of said Lot 31; and contained within the East 3.67 feet of the South 0.42 foot of the North 36.33 feet of said Lot 31; ALSO EXCEPT the balcony floor structure contained between elevations 2380.00 feet and 2381.37 feet in the East 17.00 feet of the South 5.33 feet of the North 36.33 feet of said Lot 31; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.



APARTMENT NO. 32:

All that part of Lot 32 lying within the boundaries of Building No. 7, as described in Exhibit "A", from the finished lower floor at elevation 2372.50 feet to the upper finished ceiling, and the Southerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.34 feet at the North line of said Lot 32 and at elevation 2389.84 feet at a line parallel with and 32 feet Southerly from said North line, EXCEPT exterior building walls and bearing walls contained within the West 0.33 foot, the East 0.33 foot and the North 1.00 foot of said Lot 32; and contained within the West 0.67 foot of the East 4.67 feet of the South 5.33 feet of the North 36.57 feet of said Lot 32; and contained within the South 1.00 foot of the North 31.34 feet of said Lot 32; and contained within the East 0.42 foot of the West 3.71 feet of the South 5.33 feet of the North 36.57 feet of said Lot 32; and contained within the West 3.67 feet of the South 0.42 foot of the North 36.33 feet of said Lot 32; ALSO EXCEPT the balcony floor structure contained between elevations 2380.33 feet and 2381.70 feet in the West 17.00 feet of the South 5.33 feet of the North 36.33 feet of said Lot 32; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 33:

All that part of Lot 33 lying within the boundaries of Building No. 7, as described in Exhibit "A", from the finished lower floor at elevation 2372.50 feet to the upper finished ceiling, and the Southerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.34 feet at the North line of said Lot 33 and at elevation 2389.84 feet at a line parallel with and 32 feet Southerly from said North line, EXCEPT exterior building walls and bearing walls contained within the West 0.33 foot, the East 0.33 foot and the North 1.00 foot of said Lot 33; and contained within the East 0.67 foot of the West 4.67 feet of the South 5.33 feet of the North 36.57 feet of said Lot 33; and contained within the South 1.00 foot of the North 31.34 feet of said Lot 33; and contained within the West 0.42 foot of the East 3.71 feet of the South 5.33 feet of the North 36.57 feet of said Lot 33; and contained within the East 3.67 feet of the South 0.42 foot of the North 36.33 feet of said Lot 33; ALSO EXCEPT the balcony floor structure contained between elevations 2380.33 feet and 2381.70 feet in the East 17.00 feet of the South 5.33 feet of the North 36.33 feet of said Lot 33; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 34:

All that part of Lot 34 lying within the boundaries of Building No. 7, as described in Exhibit "A", from the finished lower floor at elevation 2372.50 feet to the upper finished ceiling, and the Southerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.34 feet at the North line of said Lot 34 and at elevation 2389.84 feet at a line parallel with and 32 feet Southerly from said North line, EXCEPT exterior building walls and bearing walls contained within the East 0.67 foot, the West 0.33 foot and the North 1.00 foot of said Lot 34; and contained within the West 0.67 foot of the East 5.00 feet of the South 5.33 feet of the North 36.67 feet of said Lot 34; and contained within the South 1.00 foot of the North 31.34 feet of said Lot 34; and contained within the East 0.42 foot of the West 3.71 feet of the South 5.33 feet of the North 36.67 feet of said Lot 34; and contained within the West 3.67 feet of the South 0.42 foot of the North 36.33 feet of said Lot 34; ALSO EXCEPT the balcony floor structure contained between elevations 2380.33 feet and 2381.70 feet in the West 17.00 feet of the South 5.33 feet of the North 36.33 feet of said Lot 34; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 35:

All that part of Lot 35 lying within the boundaries of Building No. 8, as described in Exhibit "A", from the finished lower floor at elevation 2373.00 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.84 feet at the East line of said Lot 35 and at elevation 2390.34 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the North 0.67 foot, the South 0.33 foot and the East 1.00 foot of said Lot 35; and contained within the South 0.67 foot of the North 4.84 feet of the West 5.33 feet of the East 36.67 feet of said Lot 35; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 35; and contained within the North 0.42 foot of the South 3.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 35; and contained within the South 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 35; ALSO EXCEPT the balcony floor structure contained between elevations 2380.67 feet and 2381.71 feet in the South 13.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 35; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 36:

All that part of Lot 36 lying within the boundaries of Building No. 8, as described in Exhibit "A", from the finished lower floor at elevation 2373.00 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.84 feet at the East line of said Lot 36 and at elevation 2390.34 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 36; and contained within the North 0.67 foot of the South 4.50 feet of the West 5.33 feet of the East 35.67 feet of said Lot 36; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 36; and contained within the South 0.42 foot of the North 3.67 feet of the West 5.33 feet of the East 35.67 feet of said Lot 36; and contained within the North 3.67 feet of the West 0.42 foot of the East 35.33 feet of said Lot 36; ALSO EXCEPT the balcony floor structure contained between elevations 2381.67 feet and 2381.71 feet in the North 13.00 feet of the West 5.33 feet of the East 35.33 feet of said Lot 36; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 37:

All that part of Lot 37 lying within the boundaries of Building No. 8, as described in Exhibit "A", from the finished lower floor at elevation 2373.00 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.84 feet at the East line of said Lot 37 and at elevation 2390.34 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 37; and contained within the South 0.67 foot of the North 4.50 feet of the West 5.33 feet of the East 35.67 feet of said Lot 37; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 37; and contained within the North 0.42 foot of the South 3.67 feet of the West 5.33 feet of the East 35.67 feet of said Lot 37; and contained within the South 1.67 feet of the West 0.42 foot of the East 35.33 feet of said Lot 37; ALSO EXCEPT the balcony floor structure contained between elevations 2380.67 feet and 2381.71 feet in the South 13.00 feet of the West 5.33 feet of the East 35.33 feet of said Lot 37; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 38:

All that part of Lot 38 lying within the boundaries of Building No. 8, as described in Exhibit "A", from the finished lower floor at elevation 2373.00 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.84 feet at the East line of said Lot 38 and at elevation 2390.34 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 38; and contained within the North 0.67 foot of the South 4.50 feet of the West 5.33 feet of the East 36.67 feet of said Lot 38; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 38; and contained within the South 0.42 foot of the North 3.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 38; and contained within the North 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 38; ALSO EXCEPT the balcony floor structure contained between elevations 2380.67 feet and 2381.71 feet in the North 13.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 38; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 39:

All that part of Lot 39 lying within the boundaries of Building No. 8, as described in Exhibit "A", from the finished lower floor at elevation 2373.00 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.84 feet at the East line of said Lot 39 and at elevation 2390.34 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 39; and contained within the South 0.67 foot of the North 4.50 feet of the West 5.33 feet of the East 36.67 feet of said Lot 39; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 39; and contained within the North 0.42 foot of the South 3.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 39; and contained within the South 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 39; ALSO EXCEPT the balcony floor structure contained between elevations 2380.67 feet and 2381.71 feet in the South 13.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 39; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 40:

All that part of Lot 40 lying within the boundaries of Building No. 8, as described in Exhibit "A", from the finished lower floor at elevation 2373.00 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2399.64 feet at the East line of said Lot 40 and at elevation 2396.34 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.67 foot, the North 3.33 foot and the East 1.00 foot of said Lot 40; and contained within the North 3.67 foot of the South 4.04 feet of the West 5.33 feet of the East 35.57 feet of said Lot 40; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 40; and contained within the South 0.42 foot of the North 3.67 feet of the West 5.33 feet of the East 35.57 feet of said Lot 40; and contained within the North 3.67 feet of the West 0.42 foot of the East 35.33 feet of said Lot 40; ALSO EXCEPT the balcony floor structure contained between elevations 2380.67 feet and 2381.71 feet in the North 13.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 40; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 41:

All that part of Lot 41 lying within the boundaries of Building No. 9, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 41 and at elevation 2391.16 feet at a line parallel with and 12 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.67 foot, the North 0.13 foot and the East 1.00 foot of said Lot 41; and contained within the North 3.67 foot of the South 5.00 feet of the West 5.33 feet of the East 35.57 feet of said Lot 41; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 41; and contained within the South 0.42 foot of the North 3.71 feet of the West 5.33 feet of the East 35.57 feet of said Lot 41; and contained within the North 3.67 feet of the West 0.42 foot of the East 35.33 feet of said Lot 41; ALSO EXCEPT the balcony floor structure contained between elevations 2381.65 feet and 2383.04 feet in the North 17.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 41; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 42:

All that part of Lot 42 lying within the boundaries of Building No. 9, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 42 and at elevation 2391.16 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 42; and contained within the South 0.67 foot of the North 4.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 42; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 42; and contained within the North 0.42 foot of the South 3.71 feet of the West 5.33 feet of the East 36.67 feet of said Lot 42; and contained within the South 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 42; ALSO EXCEPT the balcony floor structure contained between elevations 2381.65 feet and 2383.04 feet in the South 17.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 42; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 43:

All that part of Lot 43 lying within the boundaries of Building No. 9 as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.66 feet at the East line of said Lot 43 and at elevation 2391.16 feet at a line parallel with and 32 feet Westerly from said East line, EXCEPT exterior building walls and bearing walls contained within the South 0.33 foot, the North 0.33 foot and the East 1.00 foot of said Lot 43; and contained within the North 0.67 foot of the South 4.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 43; and contained within the West 1.00 foot of the East 31.34 feet of said Lot 43; and contained within the South 0.42 foot of the North 3.71 feet of the West 5.33 feet of the East 36.67 feet of said Lot 43; and contained within the North 3.67 feet of the West 0.42 foot of the East 36.33 feet of said Lot 43; ALSO EXCEPT the balcony floor structure contained between elevations 2381.65 feet and 2383.04 feet in the North 17.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 43; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 44:

All that part of Lot 44 lying within the boundaries of Building No. 9, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.01 feet at the East line of said Lot 44 and at elevation 2390.51 feet at a line parallel with and 32 feet Westerly from said East line. EXCEPT exterior building walls and bearing walls contained within the North 0.33 feet, the South 0.33 feet and the East 1.00 feet of said Lot 44; and contained within the South 0.67 feet of the North 4.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 44; and contained within the West 1.00 feet of the East 31.34 feet of said Lot 44; and contained within the North 0.42 feet of the South 3.71 feet of the West 5.33 feet of the East 36.67 feet of said Lot 44; and contained within the South 3.67 feet of the West 0.42 feet of the East 36.33 feet of said Lot 44; ALSO EXCEPT the balcony floor structure contained between elevations 2381.00 feet and 2382.38 feet in the South 17.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 44; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 45:

All that part of Lot 45 lying within the boundaries of Building No. 9, as described in Exhibit "A", from the finished lower floor at elevation 2373.82 feet to the upper finished ceiling, and the Westerly prolongation thereof, being a sloping plane surface, which is at elevation 2390.01 feet at the East line of said Lot 45 and at elevation 2390.51 feet at a line parallel with and 32 feet Westerly from said East line. EXCEPT exterior building walls and bearing walls contained within the North 0.67 feet, the South 0.33 feet and the East 1.00 feet of said Lot 45; and contained within the North 0.67 feet of the South 4.67 feet of the West 5.33 feet of the East 36.67 feet of said Lot 45; and contained within the West 1.00 feet of the East 31.34 feet of said Lot 45; and contained within the South 0.42 feet of the North 4.04 feet of the West 5.33 feet of the East 36.67 feet of said Lot 45; and contained within the North 3.67 feet of the West 0.42 feet of the East 36.33 feet of said Lot 45; ALSO EXCEPT the balcony floor structure contained between elevations 2381.00 feet and 2382.38 feet in the North 17.00 feet of the West 5.33 feet of the East 36.33 feet of said Lot 45; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 46:

All that part of Lot 46 lying within the boundaries of Building No.10, as described in Exhibit "A", from the finished lower floor at elevation 2372.82 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.66 feet at the South line of said Lot 46 and at elevation 2390.16 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.67 foot, the West 0.33 foot and the South 1.00 foot of said Lot 46; and contained within the East 0.67 foot of the West 4.50 feet of the North 5.33 feet of the South 36.67 feet of said Lot 46; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 46; and contained within the West 0.42 foot of the East 6.54 feet of the North 5.33 feet of the South 35.00 feet of said Lot 46; and contained within the East 6.33 feet of the North 0.42 foot of the South 35.00 feet of said Lot 46; ALSO EXCEPT the balcony floor structure contained between elevations 2380.50 feet and 2381.54 feet in the East 13.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 46; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 47:

All that part of Lot 47 lying within the boundaries of Building No.10, as described in Exhibit "A", from the finished lower floor at elevation 2372.82 feet to the upper finished ceiling, and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.66 feet at the South line of said Lot 47 and at elevation 2390.16 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 47; and contained within the West 0.67 foot of the East 4.50 feet of the North 5.33 feet of the South 36.67 feet of said Lot 47; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 47; and contained within the East 0.42 foot of the West 6.21 feet of the North 5.33 feet of the South 36.67 feet of said Lot 47; and contained within the West 6.33 feet of the North 0.42 foot of the South 36.33 feet of said Lot 47; ALSO EXCEPT the balcony floor structure contained between elevations 2380.50 feet and 2381.54 feet in the West 13.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 47; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.



APARTMENT NO. 49:

All that part of Lot 43 lying within the boundaries of Building No. 10, as described in Exhibit "A", from the finished lower floor at elevation 2372.92 feet to the upper finished ceiling and the Northerly prolongation thereof, being a sloping plane surface, which is at elevation 2389.66 feet at the South line of said Lot 43 and at elevation 2390.16 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the East 0.33 foot, the West 0.33 foot and the South 1.00 foot of said Lot 48; and contained within the East 0.67 foot of the West 4.50 feet of the North 5.33 feet of the South 36.67 feet of said Lot 48; and contained within the North 1.00 foot of the South 31.34 feet of said Lot 48; and contained within the West 0.42 foot of the East 6.21 feet of the North 5.33 feet of the South 36.67 feet of said Lot 48; and contained within the East 6.33 feet of the North 0.42 foot of the South 36.33 feet of said Lot 48; ALSO EXCEPT the balcony floor structure contained between elevations 2390.50 feet and 2391.54 feet in the East 13.00 feet of the North 5.33 feet of the South 36.33 feet of said Lot 48; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above.

APARTMENT NO. 49-1:

All that part of Lot 49 lying inside the boundaries of Building No.10 as described in Exhibit "A", from the finished lower floor at elevation 2372.82 feet to the lower ceiling at elevation 2380.82 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.22 foot of said Lot 49; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 49; and contained within the North 0.42 foot of the South 31.38 feet of the East 14 feet of said Lot 49; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 49; and contained within the East 0.42 foot of the West 7.58 feet of the North 4.00 feet of the South 35.00 feet of said Lot 49; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.58 feet of said Lot 49; ALSO EXCEPT the balcony and service room floor structure above elevation 2380.50 feet in the North 5.33 feet of the South 36.33 feet of said Lot 49; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 49-2:

All that part of Lot 49 lying inside the boundaries of Building No.10, as described in Exhibit "A", from the finished upper floor at elevation 2381.32 feet to the upper finished ceiling, and its Northerly prolongation, being a sloping plane surface which is at elevation 2389.28 feet at the South line of Lot 49 and at elevation 2389.78 feet at a line parallel with and 32 feet Northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 49; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 49; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 49; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 49; and contained within the East 0.42 foot of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 49; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 49; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APPOINTMENT NO. 50-1:

All that part of Lot 50 lying inside the boundaries of Building No. 10, as described in Exhibit "A", from the finished lower floor at elevation 2372.82 feet to the lower ceiling at elevation 2380.62 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.67 foot of said Lot 50; and contained within the East 0.67 foot of the West 14.67 feet of the South 36.37 feet of said Lot 50; and contained within the North 0.42 foot of the South 31.73 feet of the West 14 feet of said Lot 50; and contained within the North 0.42 foot of the East 7.53 feet of the North 4.09 feet of the South 35.00 feet of said Lot 50; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.58 feet of said Lot 50; ALSO EXCEPT the balcony and service room floor structure above elevation 2380.50 feet in the North 5.33 feet of the South 36.33 feet of said Lot 50; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APPOINTMENT NO. 50-2:

All that part of Lot 50 lying inside the boundaries of Building No. 10, as described in Exhibit "A", from the finished upper floor at elevation 2381.32 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2389.23 feet at the South line of Lot 50 and at elevation 2389.78 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.67 foot of said Lot 50; and contained within the East 0.67 foot of the West 14.67 feet of the South 36.37 feet of said Lot 50; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 50; and contained within the North 0.67 feet of the South 31.00 feet of the West 14 feet of said Lot 50; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 50; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 50; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 51-1:

All that part of Lot 51 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the lower ceiling at elevation 2380.00 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.67 foot and the West 0.33 foot of said Lot 51; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 51; and contained within the North 0.42 foot of the South 31.38 feet of the East 14 feet of said Lot 51; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 51; and contained within the East 0.42 foot of the West 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 51; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.53 feet of said Lot 51; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.67 feet in the North 5.33 feet of the South 36.33 feet of said Lot 51; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 51-2:

All that part of Lot 51 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2380.50 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2388.46 feet at the South line of Lot 51; and at elevation 2388.96 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.67 foot and the West 0.33 foot of said Lot 51; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 51; and contained within the North 0.42 foot of the South 31.38 feet of the East 14 feet of said Lot 51; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 51; and contained within the East 0.42 foot of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 51; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 51; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 52-1:

All that part of Lot 52 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the lower ceiling at elevation 2320.00 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.23 foot of said Lot 52; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 52; and contained within the North 0.42 foot of the South 31.33 feet or the West 14 feet of said Lot 52; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 52; and contained within the West 0.42 foot of the East 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 52; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.53 feet of said Lot 52; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.67 feet in the North 3.33 feet of the South 35.33 feet of said Lot 52; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 52-2:

All that part of Lot 52 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2380.50 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2383.46 feet at the South line of Lot 52 and at elevation 2380.95 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 52; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 52; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 52; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 52; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 52; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 52; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 53-1:

All that part of Lot 53 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the lower ceiling at elevation 2380.00 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 53; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 53; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 53; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 53; and contained within the East 0.42 foot of the West 7.33 feet of the North 4.00 feet of the South 35.00 feet of said Lot 53; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.58 feet of said Lot 53; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.67 feet in the North 5.33 feet of the South 35.33 feet of said Lot 53; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 53-2:

All that part of Lot 53 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2380.50 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2388.46 feet at the South line of Lot 53 and at elevation 2388.96 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 53; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 53; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 53; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 53; and contained within the East 0.42 foot of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 53; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 53; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 54-1:

All that part of Lot 54 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2372.00 feet to the lower ceiling at elevation 2380.00 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 54; and contained within the East 0.67 foot of the West 14.33 foot of the South 35.67 feet of said Lot 54; and contained within the North 0.42 foot of the South 31.39 feet and the West 14 feet of said Lot 54; and contained within the North 0.27 foot of the South 31.00 feet of the East 14 feet of said Lot 54; and contained within the West 0.42 foot of the East 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 54; and contained within the North 0.42 foot of the South 35.00 feet of the East 7.53 feet of said Lot 54; ALSO EXCEPT the balcony and service room floor structures above elevation 2379.67 feet in the North 5.33 feet of the South 35.33 feet of said Lot 54; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 54-2:

All that part of Lot 54 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2380.50 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2388.46 feet at the South line of Lot 54; and at elevation 2388.96 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 54; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 54; and contained within the North 0.42 foot of the South 31.39 feet of the West 14 feet of said Lot 54; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 54; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 54; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 54; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 55-1:

All that part of Lot 55 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the lower ceiling at elevation 2379.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 55; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 55; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 55; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 55; and contained within the East 0.42 foot of the West 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 55; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.53 feet of said Lot 55; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.00 feet in the North 5.33 feet of the South 36.33 feet of said Lot 55; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 55-2:

All that part of Lot 55 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2379.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2387.79 feet at the South line of Lot 55 and at elevation 2388.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 55; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 55; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 55; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 55; and contained within the East 0.42 foot of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 55; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 55; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.



APPOINTMENT NO. 56-1:

All that part of Lot 56 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the lower ceiling at elevation 2379.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 56; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 56; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 56; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 56; and contained within the West 0.42 foot of the East 7.51 feet of the North 4.00 feet of the South 35.00 feet of said Lot 56; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.51 feet of said Lot 56; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.00 feet in the North 5.33 feet of the South 35.33 feet of said Lot 56; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APPOINTMENT NO. 56-2:

All that part of Lot 56 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2379.33 feet to the upper finished ceiling, and its westerly prolongation, being a sloping plane surface which is at elevation 2387.79 feet at the South line of Lot 56 and at elevation 2383.29 feet at a line parallel with and 32 feet westerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 56; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 56; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 56; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 56; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 56; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 56; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 57-1:

All that part of Lot 57 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the lower ceiling at elevation 2379.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 57; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 57; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 57; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 57; and contained within the East 0.42 foot of the West 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 57; and contained within the North 0.42 feet of the South 25.00 feet of the West 7.50 feet of said Lot 57; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.00 feet in the North 3.33 feet of the South 36.33 feet of said Lot 57; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 57-2:

All that part of Lot 57 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2379.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2387.79 feet at the South line of Lot 57 and at elevation 2383.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 57; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 57; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 57; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 57; and contained within the East 0.42 foot of the West 5.17 feet of the North 4.00 feet of the South 35.00 feet of said Lot 57; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 57; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 58-1:

All that part of Lot 58 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished lower floor at elevation 2371.33 feet to the lower ceiling at elevation 2379.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.67 foot of said Lot 58; and contained within the East 0.67 foot of the West 14.67 feet of the South 36.67 feet of said Lot 58; and contained within the North 0.42 foot of the South 31.38 feet of the West 14 feet of said Lot 58; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 58; and contained within the West 0.42 foot of the East 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 58; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.53 feet of said Lot 58; ALSO EXCEPT the balcony and service room floor structure above elevation 2379.00 feet in the North 5.33 feet of the South 36.33 feet of said Lot 58; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 58-2:

All that part of Lot 58 lying inside the boundaries of Building No. 11, as described in Exhibit "A", from the finished upper floor at elevation 2379.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2387.79 feet at the South line of Lot 58 and at elevation 2389.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.67 foot of said Lot 58; and contained within the East 0.67 foot of the West 14.67 feet of the South 36.67 feet of said Lot 58; and contained within the North 0.42 foot of the South 31.38 feet of the West 14 feet of said Lot 58; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 58; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 58; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 58; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 59-1:

All that part of Lot 59 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.67 feet to the lower ceiling at elevation 2378.67 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.67 foot and the West 0.33 foot of said Lot 59; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 59; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 59; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 59; and contained within the East 0.42 foot of the West 7.81 feet of the North 4.00 feet of the South 35.00 feet of said Lot 59; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.58 feet of said Lot 59; ALSO EXCEPT the balcony and service room floor structure above elevation 2378.33 feet in the North 5.33 feet of the South 36.33 feet of said Lot 59; AND EXCEPT all other exterior building walls and bearing walls not specifically accepted above, and all plumbing and mechanical chases.

APARTMENT NO. 59-2:

All that part of Lot 59 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2379.17 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2387.13 feet at the South line of Lot 59 and at elevation 2387.63 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.67 foot and the West 0.33 foot of said Lot 59; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 59; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 59; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 59; and contained within the East 0.42 foot of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 59; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 59; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 60-1:

All that part of Lot 60 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.67 feet to the lower ceiling at elevation 2378.67 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 60; and contained within the East 0.67 foot of the East 14.33 feet of the South 36.57 feet of said Lot 60; and contained within the North 0.42 foot of the South 31.38 feet of the West 14 feet of said Lot 60; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 60; and contained within the West 0.42 foot of the East 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 60; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.53 feet of said Lot 60; ALSO EXCEPT the balcony and service room floor structure above elevation 2378.33 feet in the North 5.33 feet of the South 36.33 feet of said Lot 60; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 60-2:

All that part of Lot 60 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2379.17 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2387.13 feet at the South line of Lot 60 and at elevation 2387.63 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 60; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.57 feet of said Lot 60; and contained within the North 0.42 foot of the South 31.38 feet of the West 14 feet of said Lot 60; and contained within the North 0.67 feet of the South 31.00 feet of the East 14 feet of said Lot 60; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 60; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 60; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 61-1:

All that part of Lot 61 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.67 feet to the lower ceiling at elevation 2373.67 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.11 foot of said Lot 61; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.37 feet of said Lot 61; and contained within the North 0.42 feet of the South 31.33 feet of the East 14 feet of said Lot 61; and contained within the North 0.67 feet of the South 31.00 feet of the West 14 feet of said Lot 61; and contained within the East 0.42 feet of the West 7.53 feet of the North 4.00 feet of the South 35.00 feet of said Lot 61; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.53 feet of said Lot 61 ALSO EXCEPT the balcony and service room floor structure above elevation 2378.33 feet in the North 5.33 feet of the South 36.33 feet of said Lot 61; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 61-2:

All that part of Lot 61 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2379.17 feet to the upper finished ceiling; and its northerly prolongation, being a sloping plane surface which is at elevation 2387.13 feet at the South line of Lot 61 and at elevation 2387.63 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 61; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 61; and contained within the North 0.42 feet of the South 31.33 feet of the East 14 feet of said Lot 61; and contained within the North 0.67 feet of the South 31.00 feet of the West 14 feet of said Lot 61; and contained within the East 0.42 feet of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 61; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 61; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 62-1:

All that part of Lot 62 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.67 feet to the lower ceiling at elevation 2378.67 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 feet, the East 0.33 feet and the West 0.33 feet of said Lot 62; and contained within the East 0.67 feet of the West 14.33 feet of the South 36.67 feet of said Lot 62; and contained within the North 0.42 feet of the South 31.33 feet of the West 14 feet of said Lot 62; and contained within the North 0.57 feet of the South 31.00 feet of the East 14 feet of said Lot 62; and contained within the West 0.42 feet of the East 7.50 feet of the North 4.00 feet of the South 35.00 feet of said Lot 62; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.50 feet of said Lot 62; ALSO EXCEPT the balcony and service room floor structure above elevation 2378.33 feet in the North 5.33 feet of the South 36.33 feet of said Lot 62; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 62-2:

All that part of Lot 62 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2379.17 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2387.13 feet at the South line of Lot 62 and at elevation 2387.63 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 feet, the East 0.33 feet and the West 0.33 feet of said Lot 62; and contained within the East 0.67 feet of the West 14.33 feet of the South 36.67 feet of said Lot 62; and contained within the North 0.42 feet of the South 31.33 feet of the West 14 feet of said Lot 62; and contained within the North 0.67 feet of the South 31.00 feet of the East 14 feet of said Lot 62; and contained within the West 0.42 feet of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 62; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 62; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 63-1:

All that part of Lot 63 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.33 feet to the lower ceiling at elevation 2378.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.35 foot of said Lot 63; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 63; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 63; and contained within the North 3.57 feet of the South 31.33 feet of the West 14 feet of said Lot 63; and contained within the East 0.42 foot of the West 7.58 feet of the North 4.00 feet of the South 35.00 feet of said Lot 63; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.58 feet of said Lot 63; ALSO EXCEPT the balcony and service room floor structure above elevation 2378.00 feet in the North 5.33 feet of the South 35.33 feet of said Lot 63; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 63-2:

All that part of Lot 63 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2378.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2356.79 feet at the South line of Lot 63 and at elevation 2387.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 63; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 63; and contained within the North 0.42 foot of the South 31.38 feet of the East 14 feet of said Lot 63; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 63; and contained within the East 0.42 foot of the West 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 63; and contained within the North 0.42 feet of the South 35.00 feet of the West 5 feet of said Lot 63; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.



APARTMENT NO. 64-1:

All that part of Lot 64 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.33 feet to the lower ceiling at elevation 2378.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 64; and contained within the East 0.67 foot of the West 14.33 feet of the South 35.67 feet of said Lot 64; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 64; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 64; and contained within the West 0.42 foot of the East 7.33 feet of the North 4.00 feet of the South 35.00 feet of said Lot 64; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.55 feet of said Lot 64; ALSO EXCEPT the balcony and service porch floor structure above elevation 2378.00 feet in the North 5.33 feet of the South 36.33 feet of said Lot 64; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 64-2:

All that part of Lot 64 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2379.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2386.79 feet at the South line of Lot 64 and at elevation 2387.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 64; and contained within the East 0.67 foot of the West 14.33 feet of the South 36.67 feet of said Lot 64; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 64; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 64; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 64; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 64; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 65-1:

All that part of Lot 65 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.33 feet to the lower ceiling at elevation 2378.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 65; and contained within the East 0.37 foot of the East 14.33 feet of the South 36.67 feet of said Lot 65; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 65; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 65; and contained within the East 0.42 foot of the West 7.50 feet of the North 4.00 feet of the South 35.00 feet of said Lot 65; and contained within the North 0.42 feet of the South 35.00 feet of said Lot 65; WEST 7.50 feet of said Lot 65; ALSO EXCEPT the balcony and service room floor structure above elevation 2378.00 feet in the North 5.33 feet of the South 36.33 feet of said Lot 65; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 65-2:

All that part of Lot 65 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2378.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2385.79 feet at the South line of Lot 65 and at elevation 2387.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.33 foot of said Lot 65; and contained within the East 0.67 foot of the East 14.33 feet of the South 36.67 feet of said Lot 65; and contained within the North 0.42 foot of the South 31.33 feet of the East 14 feet of said Lot 65; and contained within the North 0.67 foot of the South 31.00 feet of the West 14 feet of said Lot 65; and contained within the East 0.42 foot of the West 7.50 feet of the North 4.00 feet of the South 35.00 feet of said Lot 65; and contained within the North 0.42 feet of the South 35.00 feet of the West 7.50 feet of said Lot 65; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

APARTMENT NO. 66-1:

All that part of Lot 66 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished lower floor at elevation 2370.33 feet to the lower ceiling at elevation 2378.33 feet, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.67 foot of said Lot 66; and contained within the East 0.67 foot of the West 14.67 feet of the South 31.37 feet of said Lot 66; and contained within the North 0.42 foot of the South 31.33 feet of the West 14 feet of said Lot 66; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 66; and contained within the West 0.42 foot of the East 7.50 feet of the North 4.00 feet of the South 35.00 feet of said Lot 66; and contained within the North 0.42 feet of the South 35.00 feet of the East 7.53 feet of said Lot 66; ALSO EXCEPT the balcony and service room floor structure above elevation 2378.00 feet in the North 5.33 feet of the South 16.33 feet of said Lot 66; AND EXCEPT all other exterior building walls and bearing walls not specifically excepted above, and all plumbing and mechanical chases.

APARTMENT NO. 66-2:

All that part of Lot 66 lying inside the boundaries of Building No. 12, as described in Exhibit "A", from the finished upper floor at elevation 2378.83 feet to the upper finished ceiling, and its northerly prolongation, being a sloping plane surface which is at elevation 2386.79 feet at the South line of Lot 66 and at elevation 2387.29 feet at a line parallel with and 32 feet northerly from said South line, EXCEPT exterior building walls and bearing walls contained within the South 1.00 foot, the East 0.33 foot and the West 0.67 foot of said Lot 66; and contained within the East 0.67 foot of the West 14.67 feet of the South 36.57 feet of said Lot 66; and contained within the North 0.42 foot of the South 31.39 feet of the West 14 feet of said Lot 66; and contained within the North 0.67 foot of the South 31.00 feet of the East 14 feet of said Lot 66; and contained within the West 0.42 foot of the East 5.37 feet of the North 4.00 feet of the South 35.00 feet of said Lot 66; and contained within the North 0.42 feet of the South 35.00 feet of the East 5 feet of said Lot 66; ALSO EXCEPT all other exterior building walls, bearing walls and plumbing and mechanical chases not specifically excepted above.

CARPENT NO. 1:

The North 8.50 feet of the South 9.17 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 2:

The North 8.50 feet of the South 17.67 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 3:

The North 8.50 feet of the South 26.17 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 4:

The North 8.50 feet of the South 34.67 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 5:

The East 8.50 feet of the West 130.17 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 6:

The East 8.50 feet of the West 121.00 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 7:

The East 8.50 feet of the West 112.50 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 8:

The East 8.50 feet of the West 104.00 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 9:

The East 8.50 feet of the West 95.50 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 10:

The East 0.50 feet of the West 47.00 feet of that part of Lot 67 lying within the boundaries of Building No. 14 from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 11:

The East 8.50 feet of the West 78.50 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 12:

The East 8.50 feet of the West 69.33 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 13:

The East 8.50 feet of the West 60.83 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 14:

The East 8.50 feet of the West 52.33 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 15:

The North 8.50 feet of the South 9.17 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORAT NO. 16:

The North 8.50 feet of the South 17.67 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 17:

The North 8.50 feet of the South 26.83 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 18:

The North 8.50 feet of the South 35.33 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 19:

The North 8.50 feet of the South 43.83 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 20:

The North 8.50 feet of the South 52.33 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 21:

The North 8.50 feet of the South 60.83 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 22:

The North 8.50 feet of the South 69.33 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 23:

The North 8.50 feet of the South 78.50 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPET NO. 24:

The East 8.50 feet of the West 43.83 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.57 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 25:

The East 8.50 feet of the West 35.33 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 26:

The East 8.50 feet of the West 26.83 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 27:

The East 8.50 feet of the West 17.67 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 28:

The East 8.50 feet of the West 9.17 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 29:

The North 8.50 feet of the South 87.00 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 30:

The North 8.50 feet of the South 95.50 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 31:

The North 8.50 feet of the South 104.00 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 32:

The North 8.50 feet of the South 112.50 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 33:

The North 8.50 feet of the South 121.66 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 34:

The North 8.50 feet of the South 138.17 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 35:

The North 8.50 feet of the South 86.33 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 36:

The East 8.50 feet of the West 172.67 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 37:

The East 8.50 feet of the West 154.17 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 38:

The East 8.50 feet of the West 155.67 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 39:

The East 8.50 feet of the West 147.17 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 40:

The East 8.50 feet of the West 138.67 feet of that part of Lot 67 lying within the boundaries of Building No. 14, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.



CARPORNO. 41:

The North 8.50 feet of the South 43.17 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 42:

The North 8.50 feet of the South 52.33 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 43:

The North 8.50 feet of the South 60.83 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 44:

The North 8.50 feet of the South 69.33 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 45:

The North 8.50 feet of the South 77.83 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 46:

The North 8.50 feet of the South 94.83 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 47:

The North 8.50 feet of the South 104.00 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPORNO. 48:

The North 8.50 feet of the South 112.50 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 49-1:

The North 8.50 feet of the South 121.00 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 49-2:

The North 8.50 feet of the South 129.50 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 50-1:

The North 8.50 feet of the South 138.00 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 50-2:

The North 8.50 feet of the South 146.50 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 51-1:

The North 8.50 feet of the South 155.67 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 52-1:

The North 8.50 feet of the South 164.17 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 53-1:

The North 8.50 feet of the South 172.67 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the East 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 54-1:

The North 8.50 feet of that part of Lot 67 lying within the boundaries of Building No. 13, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 feet thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 55-1:

The North 8.50 feet of the South 164.17 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 56-1:

The North 8.50 feet of the South 155.67 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 57-1:

The North 8.50 feet of the South 147.17 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 58-1:

The North 8.50 feet of the South 139.67 feet of that part of Lot 67 lying within the boundaries of Building No. 15, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the West 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 59-1:

The East 8.50 feet of the West 129.50 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 59-2:

The East 8.50 feet of the West 138.00 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 60-1:

The East 8.50 feet of the West 112.50 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 60-2:

The East 8.50 feet of the West 121.00 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 61-1:

The East 8.50 feet of the West 94.33 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 61-2:

The East 8.50 feet of the West 103.33 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 62-1:

The East 8.50 feet of the West 77.33 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 62-2:

The East 8.50 feet of the West 96.33 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 63-1:

The East 8.50 feet of the West 60.33 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 63-2:

The East 8.50 feet of the West 69.33 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 64-1:

The East 8.50 feet of the West 43.17 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 64-2:

The East 8.50 feet of the West 51.67 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 65-1:

The East 8.50 feet of the West 26.17 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said building.

CARPENT NO. 65-2:

The East 8.50 feet of the West 34.67 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 66-1:

The East 8.50 feet of the West 9.17 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.

CARPENT NO. 66-2:

The East 8.50 feet of the West 17.67 feet of that part of Lot 67 lying within the boundaries of Building No. 16, from the finished paving to the lower surface of the roof, as described in Exhibit "A", EXCEPT the South 0.67 foot thereof, AND EXCEPT the structure supporting the roof of said Building.