

when recorded return to:

Culamir Management Associates, Inc.
5002 East Cheyenne Drive
Phoenix, AZ 85044

CHICAGO TITLE AGENCY OF ARIZONA

MOD RSTR (DF)

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AHWATUKEE T-1

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WHEREAS, a certain Declaration of Restrictions, Establishment of T-1 Management Board, Establishment of Board of Management and Lien Rights has been placed on said property and has been recorded on September 17, 1973, in Docket 10314, at page 800, a certain amended Declaration of Covenants, Conditions and Restrictions has been placed on said property and has been recorded on February 11, 1974, in Docket 10514 at page 112, with the Maricopa County Recorder's Office;

WHEREAS, As part of said Declaration of Covenants, Conditions and Restrictions the right to amend is granted to the owners of not less than a majority of the lots;

WHEREAS, the undersigned represents the owners of not less than a majority of the lots; and

WHEREAS, the undersigned are desirous of amending said Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, the Declaration of Restrictions, Establishment of T-1 Management Board, Establishment of Board of Management and Lien Rights placed on said property and recorded on September 17, 1973, in Docket 10314 at page 800, and the Amended Declaration of Covenants, Conditions and Restrictions placed on said property and recorded February 11, 1974, in Docket 10514 at page 112, with the Maricopa County Recorder's Office, shall be amended by deleting them in total and by substituting therefore the following Amended and Restated Declaration of Covenants, Conditions and Restrictions:

The undersigned, owners of a majority of the Lots of that certain real property situated in Maricopa County, State of Arizona, to-wit:

AHWATUKEE T-1, according to a plat thereof recorded in the office of the Maricopa County Recorder in Book 166 of Maps, at Page 13 thereof;

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

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
MAR 13 '86 - 2 00
KEITH POLETIS, County Recorder
FEE 77⁰⁰ PGS 76 I.G.

ARTICLE I

DEFINITIONS

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1. "ABM" shall mean and refer to the AHWATUKEE BOARD OF MANAGEMENT, INC., a non-profit corporation which has been incorporated under the laws of the State of Arizona to manage and maintain the common areas within AHWATUKEE.
2. "AHWATUKEE" shall mean and refer to all that real property included within the AHWATUKEE Master Plan of Development including the plat specifically described above, and any additional property which developer may obtain or designate for Development as part of "AHWATUKEE."
3. "Common Area" within T-1 shall be those areas designated "Common Areas" as shown on the said plat thereof recorded in the office of the Maricopa County Recorder, which tracts have been or will be conveyed to the ABM, and become part of the "Common Areas." All "Common Areas" shall be owned by ABM.
4. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions.
5. "Developer" shall mean and refer to Presley Development Company of Arizona, an Arizona corporation, and its successors and assigns and to any other contractor who builds for resale a significant number of houses or lots within the subject property.
6. "T-1 Management Council" shall mean and refer to the T-1 Management Council, Inc., a nonprofit corporation which has been or will be incorporated under the laws of the State of Arizona to manage and maintain the Restricted Common Areas which are for the sole and exclusive use of the owners of lots within T-1, and other authorized users as permitted by this Declaration.
7. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of AHWATUKEE T-1, as such may be amended from time to time.
8. "Owner" shall mean and refer to the record owner of equitable title (or legal title if equitable title has merged,) whether one or more persons or entities, of any Lot which is a part of AHWATUKEE T-1, but excluding those having such interest merely as security for the performance of an obligation, and further excluding any buyer of a new residence from Developer or Declarant until the sales escrow has closed and such buyer becomes the owner of record of legal title.
9. "Restricted Common Areas" within T-1 shall be those areas designated "Restricted Common Areas" as shown on the plat thereof recorded in the offices of the Maricopa County Recorder, which property has been or will be conveyed to the T-1 Management Council, and become a part of the "Restricted Common Areas" within T-1. All members in good standing of T-1 Management Council shall have the right and privilege to the use and enjoyment of the "Restricted Common Areas" subject to the terms of this Declaration. All "Restricted Common Areas" shall be owned by T-1 Management Council.

The aforesaid definitions shall be applicable to this Declaration and also to any other supplemental or amended Declaration (unless the context shall prohibit) filed in accordance with this Declaration.

ARTICLE II

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RESTRICTIONS ON USE

1. No building except a single family residential dwelling and a private garage or carport for use in connection with such dwelling shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.
2. No dwelling shall be erected upon any of said lots unless such dwelling contains at least nine hundred (900) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, garages, or carports. All buildings shall be constructed of brick, cement block or other substantial construction, or insulated frame construction. No more than one dwelling shall be built on any one lot. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on said tracts.
3. No building or appurtenance thereto shall be permitted to extend beyond the lot line on which such building or appurtenance is erected.
4. No trailer, housetrailer, camper, vehicle with camper shell exceeding the size of the bed, motorhome, off-road vehicle, boat, plane, or other man-made vehicle of any kind whatsoever, except golf carts and regular passenger cars or their accepted substitute such as motorcycles and pickup trucks, shall be permitted to remain on any lot, or remain parked adjacent thereto, except for loading and unloading purposes for a time limit not to exceed 48 hours. Vehicles in violation will be subject to immediate notification and subsequent removal at owner's expense.
5. Parking in the parking lots provided in the pool areas is restricted to residents and their guests while using the pool. Vehicles parked for any other purpose will be towed away at owner's expense.
6. No store, office, or other place of business of any kind, and no hospital, sanatorium, or other place for the care or treatment of the physically or mentally ill, nor any theater, saloon, or other place of entertainment shall be erected or permitted upon said tracts, and no business of any kind or character whatsoever shall be conducted in or from the buildings located on said tracts or from said tracts.

7. No swine, horses, cows or other livestock, and no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon said lots or tracts. Dogs, cats or other household pets may be kept, provided, they are confined to their owner's lot or on a leash held by a person capable of controlling the animal, and not permitted to run free and further provided they are not kept, bred, or maintained for any commercial purpose, or in unreasonable numbers. In no event, shall a combination of more than three (3) dogs and/or cats be kept on the premises at any one time. The keeping and maintaining of pets shall be subject to such rules and regulations as may, from time to time, be adopted by T-1 Management Council.
8. Except as planned by the developer, no solid wall, fence, or hedge shall be erected or maintained nearer to the front property line than the walls, attached open porch, carport, or balcony of the dwelling erected on said tracts. No side or rear wall or fence, other than the wall of a building constructed on said tracts, shall be more than six (6) feet in height.
9. All equipment, clothes lines, service yards, wood piles or storage piles shall be kept screened by solid wall, a solid fence or a hedge so as to conceal them from view of neighboring lots, streets, park areas. All rubbish, trash or garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon, and shall not be burned. Rubbish, trash or garbage shall not be placed for pickup sooner than the day preceding the day of collection.
10. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise.
11. No advertising (except one of not more than five (5) square feet "FOR RENT" or "FOR SALE" sign per lot,) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupant of any residence.
12. Except as landscaped, planted, planned or constructed by Developer, no landscaping or plantings shall be made to restricted common areas of front yard unless plans for such changes are presented to the Board of Directors and approved. Approved landscaping additions, changes or plantings shall be maintained by the T-1 Management Council and the owner of the lot expressly agrees to reimburse T-1 Management Council for any additional costs and expenses incurred thereby. Payment to T-1 Management Council for any additional costs and expenses incurred together with interest thereon at ten percent (10%) per annum and reasonable attorneys' fees incurred in the collection thereof shall be the personal obligation of the owner of the lot and shall be a continuing lien upon the property. If the owner fails to reimburse T-1 Management Council as provided herein, T-1 Management Council shall have the right and obligation to bring an action at law against the owner who is personally obligated and/or to foreclose the lien against the property. The Board may grant the owner upon his written request, permission to maintain such approved additions, changes or plantings within the standards set by T-1 Management Council.

If the required standards are not maintained, T-1 Management Council shall have the right to maintain said landscaping additions, changes or plantings at the owner's expense as stated above. It is expressly agreed that maintenance by T-1 Management Council includes pruning and removal as deemed necessary.

13. No solar heating or solar cooling units or other type of solar units shall be constructed, erected, placed or maintained upon any lot or structure within AHWATUKEE T-1, nor shall any changes or additions thereto be made, until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the lot and structure and to surrounding structures and topography by the Board of Directors of the T-1 Management Council.

14. No building, fence, wall, patio cover, awning or other structure shall be commenced, erected or maintained upon the property within T-1, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the T-1 Management Council. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been evaluated at the regular meeting of the Board of Directors, approval will not be required and this paragraph will be deemed to have been fully complied with.

15. None of the Lots 322 through 403, inclusive, within AHWATUKEE T-1 shall be occupied as a primary residence, nor shall be owned or occupied by a family where there is a child or children under the age of eighteen (18) years.

ARTICLE III

PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of use in and to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of ABM to suspend the voting rights and right to use of the common areas by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for each infraction of its published rules and regulations;

(b) The right of ABM to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(c) The right of T-1 Management Council to suspend the voting rights and right to use of the common areas by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for each infraction of its published rules and regulations.

(d) The right of T-1 Management Council to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members has been recorded.

2. Delegation of Use. Any owner may delegate, subject to compliance with this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of ABM and T-1 Management Council, his right of use of the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. All parties to whom these rights are delegated shall be subject to compliance with this Declaration and all rules and regulations referred to herein as may, from time to time, be duly adopted by an authorized corporation or entity. No such delegation shall relieve the owner of his obligations to comply with all terms and conditions of this Declaration and with the Articles of Incorporation, Bylaws and rules and regulations of ABM and T-1 Management Council, nor shall such delegation relieve the owner of responsibility for payment for all assessments applicable to his lot.

3. Waiver of Use. No owner may exempt himself from personal responsibility for compliance with this Declaration or for the payment of assessments duly levied by ABM and T-1 Management Council, nor release the lot owned by such owner from the liens and charge hereof, by waiver of the use and enjoyment of the common areas or restricted common areas or the facilities thereon, or by the abandonment of his lot, or by the delegation of his right of use of such areas and facilities.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ABM

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

2. ABM shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and it shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1985.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENT OF ABM

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within T-1 hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to ABM: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The ABM annual and special assessments, together with interest, costs and reasonable attorneys fees, incurred in the collection of such assessments, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by ABM shall be used exclusively to promote the recreation, health, safety and welfare of the residents within AHWATUKEE by providing for the improvement and maintenance of the common areas and parks within AHWATUKEE, and to permit the Board of Directors to carry out their obligations consistent with this Declaration and the purposes of Ahwatukee Board of Management.

3. Maximum Annual Assessment. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not to exceed the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, ABM may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members of ABM who are voting in person or by proxy at a meeting duly called for this purpose.
5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on an annual or other basis as determined from time to time by the Board of Directors.
7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The first assessment shall be paid through escrow upon purchase of the lot and annually thereafter. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The ABM shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the ABM as to the status of assessments on a lot is binding upon the ABM as of the date of issuance.
8. Effect of Nonpayment of Assessments: Remedies of the ABM. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The ABM may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and the ABM shall be entitled to recover its costs, expenses and reasonable attorneys' fees incurred in the collection of the delinquent assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of his lot.

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

10. Abandoned or Unattended Lot. If a lot is abandoned or left unattended, ABM shall have the right and power to enter the lot and perform all repairs and maintenance work necessary to keep said lot in a reasonably nice appearance. Provided that, ABM give thirty (30) days written notice of its intent to enter and remedy deficiencies in repairs and maintenance. Notice shall be sent by first class mail to the address provided to ABM for assessment purposes and shall be deemed effective upon mailing. The cost and expenses incurred by ABM in entering the lot to perform necessary repair and maintenance work together with interest thereon at the rate of ten percent (10%) per annum and reasonable attorneys' fees incurred in the collection thereof shall be the personal obligation of the owner of the lot and shall be a continuing lien upon the premises. ABM shall have the right and obligation to recover these sums by bringing an action at law against the owner who is personally obligated and/or by foreclosing the lien against the property.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN T-1 MANAGEMENT COUNCIL

1. Every owner of a lot which is subject to assessment shall be a member of T-1 Management Council. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. The owners of each lot shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. In the event more than one vote is cast with respect to any one lot, all such votes shall be disregarded.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS OF T-1 MANAGEMENT COUNCIL

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned with AHWATUKEE T-1 hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to T-1 Management Council: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in the collection of such assessments, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by T-1 Management Council shall be used exclusively to promote the recreation, health, safety and welfare of the residents of T-1 and for the improvement and maintenance of the common areas, and to permit the Board of Directors to carry out their obligations consistent with this Declaration and the purposes of the T-1 Management Council.

3. Maximum Annual Assessment.

(a) The maximum annual assessment may be increased each year by ten percent (10%) or any amount equal to the percentage increase, if any, in the Consumer Price Index (published by the U.S. Department of Labor, Washington, D.C.) for the preceding year, whichever is higher, without a vote of the membership.

(b) The maximum annual assessment may be increased above that set forth in subparagraph (a) above, by a vote of 51 percent (51%) of the members for a voting person or by proxy, at a meeting duly called for this purpose.

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

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, T-1 Management Council may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair and replacement of a capital improvement upon the restricted common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If the required quorum is not present at this meeting, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure may be followed for additional meetings until a quorum is obtained. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on an annual or other basis as determined from time to time by the Board of Directors.

7. Date of Commencement of Assessments: Due Dates. The assessments provided herein shall commence on the first day of the month following the conveyance to the owner and shall be due on the first of each month thereafter. The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of the fiscal year. Written notice of the assessment shall be sent to every owner subject thereto. The T-1 Management Council shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the corporation setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the T-1 Management Council as to the status of assessments on a lot is binding upon the T-1 Management Council as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the T-1 Management Council. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum and shall also include a late charge in the amount of \$5.00. The T-1 Management Council may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property, and the T-1 Management Council shall be entitled to recover its costs, expenses and reasonable attorney's fees incurred in the collection of the delinquent assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the restricted common areas or abandonment of his lot.

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

PARTY WALLS

The rights and duties of the owners of lots with respect to party walls shall be governed by the following:

(a) Each wall, including patio and lot line walls, which is constructed as part of the original construction of improvements, any part of which is placed on the dividing line between separate lots, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the adjoining owners of such wall in proportion to the use thereof, without prejudice, however, to the right of any owner to call for a larger contribution from the adjoining owner under any rule of law regarding liability for negligent or willful acts or omissions.

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

(d) Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any owner to contributions from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

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

(g) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to T-1 Management Council, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the T-1 Management Council.

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

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

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon The Restricted Common Areas, T-1 Management Council shall provide exterior maintenance to each lot which is subject to assessment hereunder as follows: paint, repair, replace and care for exterior building surfaces, "front yard landscaping," trees, shrubs, walks, parking areas, and other exterior improvements. All other repair, replacement and maintenance shall be done by the respective owners, including but not limited to the care for grass or other vegetation within private patio areas and back and side yards, the cleaning and replacing of windows or other glass surfaces, the repair, replacement and maintenance of heating and cooling equipment, and any exterior hardware, including garage doors.

In the event any common areas or restricted common areas or improvements thereon, or any dwelling unit, garage, storage area or other improvement is damaged or destroyed through the negligent or culpable act of any owner or any of his guests, agents, members of his family or occupants of his dwelling unit, such owner does hereby irrevocably authorize ABM and/or T-1 Management Council to repair such damages in a good workmanlike manner in conformance with the original plans and specifications. The owner shall then reimburse ABM and/or T-1 Management Council in the amount expended for such repairs.

Each owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall become a lien until fully paid. The amount owed by said owner shall be a debt and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona. Said lien shall be foreclosed in the same manner as provided in this Declaration for the foreclosure of assessment liens, and ABM and/or T-1 Management Council shall be entitled to recover its costs, expenses and reasonable attorneys' fees incurred in collecting the debt and/or foreclosing the lien.

INTERIOR AND OTHER MAINTENANCE

Each owner shall be responsible for the upkeep and maintenance of the interior of his dwelling unit, and for the upkeep and maintenance of individual patios, and all other areas, features or part of his dwelling unit and property not otherwise maintained by ABM or T-1 Management Council. All fixtures and equipment installed within a dwelling unit, shall be maintained and kept in repair by the owner. An owner shall perform no act or work which will adversely affect the other dwelling units or their owners.

ARTICLE XI

INSURANCE

The Board of Directors of T-1 Management Council, or its duly authorized agent, shall have the right and power to obtain insurance for all the buildings, including all dwelling units, against loss or damage by fire, or other hazards in an amount sufficient to cover eighty percent (80%) of the replacement cost of any repair or construction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Restricted Common Areas. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of the Board of Directors of T-1 Management, as Trustee, for each of the lot owners proportionately. Nothing contained herein shall prejudice the right of each owner to insure his own dwelling unit for his or her own benefit. It shall be the individual responsibility of each owner to provide as he or she sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction to the property by fire or other casualty, the Board of Directors of T-1 Management Council (Board of Directors) shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution the accounts of which bank or institution are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by any agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction and rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the owner of the damaged lot shall make up any deficiency. In the event of destruction or damage to any restricted common area, any deficiency incurred shall be paid by having the Board of Directors levy a special assessment against all lot owners.

In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners as their interests may then appear. The assessments shall be levied against said lot owners in the proportion to their ownership interest in T-1.

ARTICLE XII

EASEMENTS

1. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under the common areas and restricted common areas for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, and electricity, irrigation facilities and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical, utility and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said dwelling units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises, except as initially programmed and approved by the ABM Board of Directors in the event the common areas are involved, or approved by T-1 Management Council's Board of Directors in the event the restricted common areas are involved. This easement shall in no way effect any other recorded easements on said premises.

2. Easement for Encroachment Due to Construction. Each lot and the common areas and restricted common areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed and for the maintenance of same, so long as it stands, shall and does exist. In the event any improvements are partially or totally destroyed and then rebuilt, the owners agree that minor encroachments on parts of the adjacent lots or common areas or restricted common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Notwithstanding any provision herein to the contrary, any encroachment permitted herein shall not exceed five (5) feet.

ARTICLE XIII

GENERAL PROVISIONS

1. Restriction Against Partition. The common areas and restricted common areas shall remain undivided, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the common areas and restricted common areas. No owner shall have the right to bring an action for partition.

2. Right to Lease. No lot nor dwelling unit shall be leased by an owner, nor landlord-tenant relationship established unless such lease or landlord-tenant relationship is in writing and the lessee or tenant has agreed in writing that the lease is subject in all respects to the provisions of the Declaration of Covenants, Conditions, and Restrictions, the Articles of Incorporation, the Bylaws and all rules and regulations duly adopted by ABM and T-1 Management Council. Said writing shall provide that any failure of the lessee or tenant to comply with the terms of such documents or rules and regulations shall be a default under the lease.

3. Management Agreements. ABM and T-1 Management Council, through their respective Board of Directors, are each authorized to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the respective corporations, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the corporation to terminate the same.

Each such corporation, through its Board of Directors, shall have the express authorization, right and power to enter into one or more management agreements with third parties in order to facilitate efficient operations and to carry out its obligations. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of such corporation's property and all improvements thereon, and to assess, collect and apply the management and common expenses, and to enforce the Declaration of Covenants, Conditions and Restrictions. The terms of said management agreements shall be as determined by the appropriate Board of Directors to be in the best interests of the corporation, and shall be subject to the Articles of Incorporation, and Bylaws and this declaration of Covenants, Conditions and Restrictions affecting said property. Notwithstanding the above, any and all such management agreements shall be written for a term not to exceed one year, subject to renewal by agreement of the parties for successive one year periods, and shall further provide that said management agreement may be cancelled and terminated by the appropriate Board of Directors for any reason whatsoever upon giving thirty (30) days written notice of such cancellation and termination to the managing entity. Said Board of Directors shall make all necessary arrangements for continuity of management and maintenance prior to the expiration of the term of any prior management agreements or the termination of the same. Any and all management agreements shall be entered into with a responsible party or parties having considerable experience with the management of a project of this type.

Each owner shall be bound by the terms and conditions of all management agreements entered into. A copy of all management agreements shall be available to each owner upon request.

4. Indemnification. Every director or every officer of ABM and T-1 Management Council shall be indemnified by their respective corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the corporation, or any

settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the corporation. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

5. Saving Clause. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase, or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of T-1 Management Council, or twenty-one (21) years after the death of all of said incorporators' children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

6. Injunctive Relief. Failure of the owner or any occupant of a lot to comply with provisions of this Declaration, as from time to time amended, the Articles of Incorporation, the Bylaws and the rules and regulations of ABM and T-1 Management Council shall be grounds for an action to recover sums due for damages and/or for monetary or injunctive relief.

7. Enforcement. ABM, T-1 Management Council, Developer, Declarant or any owner of a lot within AHWATUKEE shall have the right to enforce, by any proceeding at law or in equity, compliance with the Articles of Incorporation, Bylaws, rules and regulations of ABM and T-1 Management Council and all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration, as amended from time to time. Failure of any party to enforce any covenant, condition, or restriction, or compliance with such Articles of Incorporation, Bylaws or rules and regulations shall in no event be deemed a waiver of the right to do so hereafter. In the event legal action is filed pursuant to this paragraph, the non-prevailing party shall pay to the prevailing party, all attorneys' fees and costs incurred by the prevailing party in addition to any other relief or judgment ordered by the court.

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

9. Annexation. The Developer of AHWATUKEE shall have the right to annex additional residential property and common areas to AHWATUKEE and to include those common areas within the properties to be maintained by ABM.

10. Assessments. Assessments shall not be levied, nor shall the Developer be obligated to pay assessments on lots which have not been developed and sold. The assessments of the lot shall be made and payment due thereon upon conveyance of a lot to an owner.

11. Amendments. This Declaration may be amended at any time by an instrument signed by the owners of not less than fifty-one (51) percent of the lots. This Declaration of Covenants, Conditions and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive period of ten (10) years, unless, at any time from the date of its recording, it is amended pursuant to this paragraph. No amendment shall be effective until recorded. No amendment shall relieve an owner from mandatory membership in ABM and T-1 Management Council or from the payment of any assessments payable to any of said entities.

STATE OF ARIZONA)
) ss.
County of Arizona)
COMES NOW, Robert E. Sonnemann

A F F I D A V I T

and after being duly sworn, deposes and says:

1. That he/she is fully competent to make the Affidavit, could testify to the facts contained herein, and makes this Affidavit of his/her own knowledge.

2. That the Affiant witnessed the signing of the Amended T-1 Management Council Declaration of Covenants, Conditions and Restrictions dated January 3, 1986; by the owners of the following lots: 460, 470, 464, 476, 422, 430, 413, 420, 421, 494, 444, 438, 435, 445, 415, 427, 463, 469, 506, 440, 414, 508, 433

3. That the Affiant hereby incorporates by reference within this Affidavit the said Amended T-1 Management Council Declaration of Covenants, Conditions and Restrictions mailed January 3, 1986, as if fully restated herein.

Robert E. Sonnemann

SUBSCRIBED AND SWORN to before me this 11th day of March, 1986, by Nancy C. Jezit

Notary Public

My Commission Expires:
My Commission Expires Sept. 20, 1988

Lot Number:

Owners:

460

X Edward A Garry
X Rosemary Perry

464

X Jerry Lynn McClelland
X David P. McClelland

470

X ~~R. McCa~~

476

X Bernice J. Erickson

422 (422)

Raymond Erickson
Barbara M. Erickson

430

Norman H. Hines
Claudene J. Hines

413

William J. Capps Jr.
Laurel J. Capps

420

Myron R. Abbott
Dee Harrell

421

Barbara J. Della

Lot Number:

Owners:

86 121280

494

Dolly V. Scott

444

Dwight Alford
Jerry P. Alford

438

William J. Sullivan
May Jo Sullivan

~~434~~ 435

x Jay L. Jernanova

445

Robert L. Watlington
Myrdine Watlington

415

C. Timothy Barber

x Karen Fritzel Barbaum

427

x Fred Barrett
Leri Barrett

463

J. Ross Rousseau
x Marilyn H. Rousseau

469

x Owen S. Sutton

506

x *Jane E. Tidwell*

440

William A. D
Ellen H. Durdley

2

478-477-418

414

Rodney B. Pihl R.

5008

Doris Watson
Billy Watson

433

Alma L. Lamont
James L. L.

STATE OF ARIZONA)

) ss.

County of Arizona)

A F F I D A V I T

COMES NOW, Ruth R. Ryther, and after

being duly sworn, deposes and says:

1. That he/she is fully competent to make the Affidavit, could testify to the facts contained herein, and makes this Affidavit of his/her own knowledge.

2. That the Affiant witnessed the signing of the Amended T-1 Management Council Declaration of Covenants, Conditions and Restrictions dated JAN. 2, 1986; by the owners of the following lots: 389 375, 387, 382, 365, 371, 369, 359, 390, 372

3. That the Affiant hereby incorporates by reference within this Affidavit the said Amended T-1 Management Council Declaration of Covenants, Conditions and Restrictions mailed January 3, 1986, as if fully restated herein.

Ruth R. Ryther

SUBSCRIBED AND SWORN to before me this 12th day of

March, 1988, by [Signature]

Notary Public

My Commission Expires:

My Commission Expires Sept. 26, 1988

Lot Number:

Owners:

86 121280

389

Ann DeFrance
11429 S. Ki Rd.

375

Laura E. Bell
11619 S Ki

375

Bill Bell
11619 S Ki

387

M. Chehregy

282

Dad R Steale

365

Joseph R Tuzzolino

371

Edward W. Anderson

369

John D. Kim
11429 S. Ki Rd.

369

John D. Kim
11429 S. Ki Rd.

Lot Number:

Owners:

359

Sandra Komers
11604 South Ki Road

390

Jerry Clark

372

Marilyn Merick

STATE OF ARIZONA

)

) ss.

A F F I D A V I T

County of Arizona

COMES NOW, NORMA PAULINE LEVEQUE, and after

being duly sworn, deposes and says:

1. That he/she is fully competent to make the Affidavit, could testify to the facts contained herein, and makes this Affidavit of his/her own knowledge.

2. That the Affiant witnessed the signing of the Amended T-1 Management Council Declaration of Covenants, Conditions and Restrictions dated Jan. 3, 1986; by the owners of the following lots: 340, 348, 350, 356, 456, 467, 345, 346, 351, 335, 358, 411, 399, 401, 383, 376, 403

3. That the Affiant hereby incorporates by reference within this Affidavit the said Amended T-1 Management Council Declaration of Covenants, Conditions and Restrictions mailed January 3, 1986, as if fully restated herein.

Norma Pauline Leveque

SUBSCRIBED AND SWORN to before me this 12th day of

March, 1986, by

[Signature]

Notary Public

My Commission Expires:

My Commission Expires Sept. 26, 1989

Lot Number:

Owners:

86 121280

340

Gwain E. Murray
Linda L. Murray

348

Dee A. Bowen
John Bowen

350

Patricia Mc Nutt
Francis R. Mc Nutt

356

Carol Ellsworth

456

John
Haynes

467

John
Haynes

345

Rich Hancock

346

Ellen Patterson

351

John Allmandinger
Richard Allmandinger

Lot Number:Owners:335

Francis Marie Hestekin
 Karl John Hestekin

358

~~Earl Hestekin~~
 Robert D. Smith
 William L. Omed

411

~~W. Woodson~~

399

Jul 2 Berchella
 Wilson Berchella

401

Thomas W. Pelling

383

Wesley L. Williams
 James H. Williams
 David W. Lewis

376403

Kathleen Hestekin

49

PLEASE SIGN AND RETURN

RECEIVED

Affidavit for Ahwatukee T-1

FEB 28 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/20/86
DATE

Wm EDWARD CRAWFORD
PRINT NAME

Wm Edward Crawford
SIGNATURE

DATE

PRINT NAME

SIGNATURE

906
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 20 day of January, 1986, before me, the undersigned notary public, personally appeared _____

Wm EDWARD CRAWFORD

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Cleo Patterson
Notary Public

My Commission Expires:

Dec 1, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 2-12-86 (1-3-86), and hereby approve said Amended Covenants, Conditions and Restrictions.

2-14-86
DATE

Jacquelyn A. Baumann
PRINT NAME

Jacquelyn A. Baumann
SIGNATURE

2-14-86
DATE

Arthur W. Baumann
PRINT NAME

Arthur W. Baumann
SIGNATURE

474
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

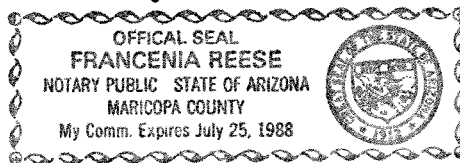
On this the 24th day of February, 1986, before me, the undersigned notary public, personally appeared _____

Jacquelyn A. & Arthur W. Baumann
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Francenia Reese
Notary Public

My Commission Expires:
7/25/88



NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
FEB 26 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-8-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>2-26-86</u> DATE	<u>CAROL LANDESMAN</u> PRINT NAME	<u>Carol Landesman</u> SIGNATURE
_____	_____	_____
DATE	PRINT NAME	SIGNATURE

1147
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 26th day of February, 1986, before me, the undersigned notary public, personally appeared _____

Carol Landesman
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
My Commission Expires Sept. 26, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86-121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

2/25/86
DATE

Glenn Golchert
PRINT NAME

Glenn Golchert
SIGNATURE

DATE

PRINT NAME

SIGNATURE

2071
LOT # 472

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 25 day of February, 1986, before me, the undersigned notary public, personally appeared _____

Glenn Golchert
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Barbara J. Graves
Notary Public

My Commission Expires:

April 26, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>2-20-86</u> DATE	<u>ROGER W. KRAFT</u> PRINT NAME	<u><i>Roger W. Kraft</i></u> SIGNATURE
<u>2-20-86</u> DATE	<u>BONNIE M. KRAFT</u> PRINT NAME	<u><i>Bonnie M. Kraft</i></u> SIGNATURE

360
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 20 day of February, 1986, before me, the undersigned notary public, personally appeared _____

Roger W. & Bonnie M. Kraft
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Beverly Carter
Notary Public

My Commission Expires:
My Commission Expires May 31, 1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
FEB 24 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

AFFIDAVIT

86 121280

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>2/12/86</u> DATE	<u>JOSEPH J. ZWICK RL</u> Joseph J. Zwickl PRINT NAME	<u>Joseph J. Zwickl</u> SIGNATURE
<u>2/12/86</u> DATE	<u>CLAIRE A. ZWICKL</u> PRINT NAME	<u>Claire A. Zwickl</u> SIGNATURE

325
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 12 day of Feb, 1986, before me, the undersigned notary public, personally appeared _____

Joseph J. ZWICKL & CLAIRE A. ZWICKL
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

William F. Eubank
Notary Public

My Commission Expires:

My Commission Expires 12/31/1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

FEB 18 1986

CULAMIR MANAGEMENT ASSOCIATES, INC

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan 6, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

2/6/86
DATE

June Stowell
PRINT NAME

June Stowell
SIGNATURE

DATE

PRINT NAME

June Stowell
SIGNATURE

379
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 6th day of February, 1986, before me, the undersigned notary public, personally appeared _____

June Stowell
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

James D. Culatti
Notary Public

My Commission Expires:

My Commission Expires June 10, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

Feb. 8, 1986
DATE

Cloid H. Smith
PRINT NAME

Cloid H. Smith
SIGNATURE

Feb. 8, 1986
DATE

Margaret L. Smith
PRINT NAME

Margaret L. Smith
SIGNATURE

439 -
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of February, 1986, before me, the undersigned notary public, personally appeared _____

Cloid H. Smith and Margaret L. Smith

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Kelli Martin

Notary Public

My Commission Expires:
My Commission Expires Nov. 10, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
FEB 11 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan. 6, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/15/86
DATE

Morris E Anderson
PRINT NAME

Morris E Anderson
SIGNATURE

DATE

PRINT NAME

SIGNATURE

479
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 15th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Morris E Anderson
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Gayle J. Stass
Notary Public

My Commission Expires:

11-16-89

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 20 1986
CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

_____ DATE 1/13/86 _____ DATE	_____ PRINT NAME RUTH (BLEY) RYDNER _____ PRINT NAME	_____ SIGNATURE Ruth Rydner _____ SIGNATURE
---	--	---

354

LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 13th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Ruth Rydner

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Karen Wroble

Notary Public

My Commission Expires:
August 7, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed JAN. 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-20-86
DATE

A.W. BROOKS, JR.
PRINT NAME

A.W. Brooks
SIGNATURE

1/30/86
DATE

SHERI A. BROOKS
PRINT NAME

Sheri A Brooks
SIGNATURE

342
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 22nd day of January, 1986, before me, the undersigned notary public, personally appeared _____

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Andrew L. Hark
Notary Public

My Commission Expires:

My Commission Expires May 19, 1995

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 23 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1/3/86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/10/86
DATE

GEORGE Wm. CASS
PRINT NAME

George W. Cass
SIGNATURE

1/10/86
DATE

EDITH CASS
PRINT NAME

Edith Cass
SIGNATURE

485
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of January, 1986, before me, the undersigned notary public, personally appeared _____

George W. Cass and Edith Cass
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Patricia J. Romig
Notary Public

My Commission Expires:
My Commission Expires Nov. 29, 1987

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/28/86
DATE

EDWARD A. CLAY
PRINT NAME

Edward A. Clay
SIGNATURE

DATE

PRINT NAME

SIGNATURE

454
LOT #

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 28th day of January, 1986, before me, the undersigned notary public, personally appeared _____

EDWARD A. CLAY

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Karen L. Karp
Notary Public

My Commission Expires:

KAREN L. KARP
NOTARY PUBLIC
My Commission Expires MARCH 31, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

FEB 03 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-13-86
DATE

Barbara B. Crone
PRINT NAME

Barbara B. Crone
SIGNATURE

DATE

PRINT NAME

SIGNATURE

377
LOT #

STATE OF ARIZONA)
County of Maricopa)

) ss.
)



On this the 13th day of JANUARY, 1986, before me, the undersigned notary public, personally appeared _____

BARBARA B CRONE
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Cynthia R. DeWys
Notary Public

My Commission Expires:
July 22, 1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 13 1986
CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-21-86
DATE

Jerah R. Curlee
PRINT NAME

Jerah R. Curlee
SIGNATURE

1-21-86
DATE

Carla L. Curlee
PRINT NAME

Carla L. Curlee
SIGNATURE

357
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 21 day of Jan, 1986,
before me, the undersigned notary public, personally appeared _____

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Janis J. Lewis
Notary Public

My Commission Expires:
4-4-87

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 27 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1/3/86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1/9/86</u> DATE	<u>ELIZABETH I. DICKERSON</u> PRINT NAME	<u>Elizabeth I. Dickerson</u> SIGNATURE
_____	_____	_____
DATE	PRINT NAME	SIGNATURE

412
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 9 day of January, 1986,
before me, the undersigned notary public, personally appeared _____

Elizabeth I. Dickerson
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Marilyn G. Frost
Notary Public

My Commission Expires:
Jan. 3, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 13 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1/10/86</u> DATE	<u>Evelyn S. Dye</u> PRINT NAME	<u>Evelyn S. Dye</u> SIGNATURE
_____ DATE	_____ PRINT NAME	_____ SIGNATURE

344
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Evelyn S. Dye
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Evelyn M. Bradford
Notary Public

My Commission Expires:
9/2/88

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 13 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1/3/86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/7/86
DATE

Jim Eischen
PRINT NAME

Jim Eischen
SIGNATURE

DATE

PRINT NAME

SIGNATURE

385
LOT #

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 7TH day of January, 1986, before me, the undersigned notary public, personally appeared _____

Jim Eischen
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Diana S. Laxman
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES OCT 28, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 13 1986

MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-9-86
DATE

Richard L. Garcia
PRINT NAME

Richard L. Garcia
SIGNATURE

1-9-86
DATE

Mary Shannon Garcia
PRINT NAME

Mary Shannon Garcia
SIGNATURE

349
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 9th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Richard Garcia and Mary Shannon Garcia
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Elizabeth Stewart
Notary Public

My Commission Expires:
August 2, 1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 13 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

12 Jan 86
DATE

Jack J. Greger
PRINT NAME

Jack J. Greger
SIGNATURE

12 JAN 86
DATE

BETTY E. GREGER
PRINT NAME

Betty E. Greger
SIGNATURE

#394
LOT #

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 13th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Jack J. Greger and Betty E. Greger

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Nancy C. Lazick
Notary Public

My Commission Expires:

My Commission Expires Sept. 26, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/29/86
DATE

Marjory E. Hamm
PRINT NAME

Marjory E. Hamm
SIGNATURE

1/29/86
DATE

Lowell W. Hamm
PRINT NAME

Lowell W. Hamm
SIGNATURE

484
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 29th. day of January, 1986, before me, the undersigned notary public, personally appeared _____

Marjory E. Hamm and Lowell W. Hamm

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Peter Srujillo
Notary Public

My Commission Expires:

12/31/1986 Expires Dec. 31, 1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 30 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1-6-86</u> DATE	<u>JOANN HARDY</u> PRINT NAME	<u><i>JoAnn Hardy</i></u> SIGNATURE
_____ DATE	_____ PRINT NAME	_____ SIGNATURE

419
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of January, 1986, before me, the undersigned notary public, personally appeared _____

JoAnn Hardy
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Ecker M. Unger
Notary Public

My Commission Expires:
August 2, 1987

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Dec 31 - 85, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>Jan 12 - 86</u> DATE	<u>Michael P. Hayes</u> PRINT NAME	<u><i>M.P. Hayes</i></u> SIGNATURE
<u>Jan 12 - 86</u> DATE	<u>Jane Y. Hayes</u> PRINT NAME	<u><i>Jane Hayes</i></u> SIGNATURE

374
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 12 day of January, 1986, before me, the undersigned notary public, personally appeared _____

Michael P. Hayes and Jane Y. Hayes
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Ronald V. Clarke
Notary Public

My Commission Expires:

RONALD V. CLARKE
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF ALBERTA

DOES NOT EXPIRE

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 20 1986
CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed January 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

Jan. 6, 1986
DATE

Linda Doyle Hazelwood
PRINT NAME

Linda Doyle Hazelwood
SIGNATURE

DATE

PRINT NAME

SIGNATURE

416
LOT #

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 6th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Linda Doyle Hazelwood
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Joyce R. Rance
Notary Public

My Commission Expires:

My Commission Expires March 21, 1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 09 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

RECEIVED

JAN 21 1986

Affidavit for Ahwatukee T-1

CULAMIR
MANAGEMENT ASSOCIATES, INC.

AFFIDAVIT

86 121280

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/17/86
DATE

SHERRIE NILES
PRINT NAME

Sherrie L. Niles
SIGNATURE

DATE

PRINT NAME

SIGNATURE

466
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 17 day of January, 1986,
before me, the undersigned notary public, personally appeared _____

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Carolee J. J. J.
Notary Public

My Commission Expires:
10-31-89

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

Jan 15/86
DATE

ALBERT A. HITZEMAN
PRINT NAME

Albert A Hitzeman
SIGNATURE

Jan. 15/86
DATE

MARGARET HITZEMAN
PRINT NAME

Margaret Hitzeman
SIGNATURE

9920
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 15th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Albert A. Hitzeman & Margaret Hitzeman
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Nancy Goggin
Notary Public

My Commission Expires:

My Commission Expires Sept. 26, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed JAN 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/7/86
DATE

H.T. HOFER
PRINT NAME

H.T. Hofer
SIGNATURE

1-7-86
DATE

S. M. HOFER
PRINT NAME

S. M. Hofer
SIGNATURE

402
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 7th day of January, 1986, before me, the undersigned notary public, personally appeared H.T.

Hofer and S. M. Hofer
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Sheila Brandenburg
Notary Public

My Commission Expires:

August 14, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 09 1986
CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

86 121280

RECEIVED

Affidavit for Ahwatukee T-1

JAN 10 1986

AFFIDAVIT

CULAMIR
MANAGEMENT ASSOCIATES, INC.

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-7-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1-7-86</u> DATE	<u>ROBERT I. KAHN</u> PRINT NAME	<u><i>Robert I. Kahn</i></u> SIGNATURE
_____	_____	_____
DATE	PRINT NAME	SIGNATURE

_____ LOT # _____

STATE OF ^{California} ARIZONA)
County of ^{San Francisco} ~~Maricopa~~) ss.

On this the 7th day of JANUARY, 1986, before me, the undersigned notary public, personally appeared _____

ROBERT I. KAHN
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Irene P. Harrington
Notary Public

My Commission Expires:
July 27, 1988



NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan 3 1984, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-6-86
DATE

AUDLEY KELLY
PRINT NAME

Audley Kelly
SIGNATURE

1-6-86
DATE

LOIS KELLY
PRINT NAME

Lois Kelly
SIGNATURE

324
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 6th day of January, 1986,
before me, the undersigned notary public, personally appeared _____

_____ who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Jacqueline D. Zimmerman
Notary Public

My Commission Expires:

My Commission Expires Sept. 12, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 09 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

RECEIVED

Affidavit for Ahwatukee T-1

JAN 16 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

AFFIDAVIT

86 121280

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-14-85
DATE

Mary A. Lane
PRINT NAME

Mary A. Lane
SIGNATURE

1-14-85
DATE

JAMES B. LANE
PRINT NAME

James B. Lane
SIGNATURE

337
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 16th day of January, 1986, before me, the undersigned notary public, personally appeared _____

James B. Lane
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

James D. Gubler
Notary Public

My Commission Expires:
My Commission Expires June 10, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-9-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-9-86
DATE

LOUIS J LEJCAR
PRINT NAME

Louis J Lejcar
SIGNATURE

1-9-86
DATE

COLETTE LEJCAR
PRINT NAME

Colette Lejcar
SIGNATURE

352
LOT #

CULAMIR
MANAGEMENT ASSOCIATES, INC.

JAN 13 1986

STATE OF ARIZONA)
) ss.
County of Maricopa)

RECEIVED

On this the 9th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Louis J. Lejcar Colette Lejcar
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

A. Patrick McLaughlin
Notary Public

My Commission Expires:

My Commission Expires Oct. 2, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1/13/86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/13/86
DATE

NORMA P. LEVEQUE
PRINT NAME

Norma P. Leveque
SIGNATURE

DATE

PRINT NAME

SIGNATURE

353
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 13th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Norma P. Leveque

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Norma P. Leveque
Notary Public

My Commission Expires:
My Commission Expires Sept. 26, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed JAN. 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

13 JAN '86
DATE

JAMES E. LIBBY
PRINT NAME

James E. Libby
SIGNATURE

DATE

PRINT NAME

SIGNATURE

446
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 13th day of January, 1986, before me, the undersigned notary public, personally appeared _____

James E. Libby

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Nancy G. Lopez
Notary Public

My Commission Expires:
My Commission Expires Sept. 26, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/16/86
DATE

LYNDA MARGUARDT
PRINT NAME

Lynda Marguardt
SIGNATURE

DATE

PRINT NAME

SIGNATURE

486
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 16th day of January, 1986,
before me, the undersigned notary public, personally appeared _____

Lynda Marguardt
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Shole M. Battenfield
Notary Public

My Commission Expires:

My Commission Expires Sept. 3, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 23 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

86 121280

Affidavit for Ahwatukee T-1

RECEIVED

JAN 10 1986

AFFIDAVIT

CULAMIR
MANAGEMENT ASSOCIATES, INC.

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-10-86
DATE

Robert A. Marushak
PRINT NAME

Robert A. Marushak
SIGNATURE

1-10-86
DATE

Bette E. Marushak
PRINT NAME

Bette E. Marushak
SIGNATURE

338
LOT #

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 10th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Robert A. & Bette E. Marushak

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Colleen Brady Thorne
Notary Public

My Commission Expires:

My Commission Expires May 2, 1987

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-3-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1-9-86</u>	<u>MICHAEL J. MASCALI</u>	<u>Michael J. Mascali</u>
DATE	PRINT NAME	SIGNATURE
_____	_____	_____
DATE	PRINT NAME	SIGNATURE

384
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 9 day of January, 1986, before me, the undersigned notary public, personally appeared _____

Michael Mascali
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Veronica J. Piccolo
Notary Public

My Commission Expires:
My Commission Expires Aug. 14, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1/3/86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1/9/86</u> DATE	<u>Maxine M. MORRIS</u> PRINT NAME	<u>Maxine M. Morris</u> SIGNATURE
_____	_____	_____

339
LOT #

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 9th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Maxine M. Morris
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Diana S. [Signature]
Notary Public

My Commission Expires:
July 16, 1989

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 13 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan. 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1-6-86</u> DATE	<u>Thomas M. Riley</u> PRINT NAME	<u>Thomas M. Riley</u> SIGNATURE
_____ DATE	_____ PRINT NAME	_____ SIGNATURE

332
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 6 day of Jan., 1986,
before me, the undersigned notary public, personally appeared _____

Thomas M. Riley
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Patricia J. Romig
Notary Public

My Commission Expires:
My Commission Expires Nov. 29, 1987

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed _____, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/17/86
DATE

JEANNE SCAVARDA
PRINT NAME

Jeanne Scavarda
SIGNATURE

1/17/86
DATE

SUSAN C. CROOK
PRINT NAME

Susan C. Crook
SIGNATURE

367
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 17TH day of JANUARY, 1986, before me, the undersigned notary public, personally appeared _____

JEANNE SCAVARDA AND SUSAN C. CROOK

who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Nathalyn Rogers
Notary Public

My Commission Expires:

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 29 1986

PLEASE SIGN AND RETURN

86 121280

Affidavit for Ahwatukee T-1

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed Jan 3, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/10/86
DATE

Jack Shoop
PRINT NAME

Jack P. Shoop
SIGNATURE

1/10/86
DATE

FRANCENE SHOOP
PRINT NAME

Francene Shoop
SIGNATURE

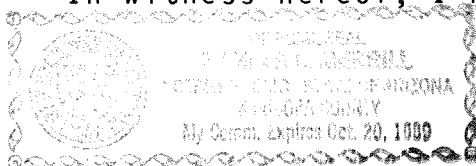
331
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10 day of January, 1986, before me, the undersigned notary public, personally appeared _____

JACK P. SHOOP and FRANCENE SHOOP
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.



Joseph L. Spind
Notary Public

My Commission Expires:

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1/3/86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1/15/86
DATE

Robert G. Smith
PRINT NAME

Robert G. Smith
SIGNATURE

1/15/86
DATE

Donna G. Smith
PRINT NAME

Donna G. Smith
SIGNATURE

364
LOT #

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 15th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Donna G. and Robert G. Smith
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Colleen Brady Thorne
Notary Public

My Commission Expires:

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED

JAN 17 1986

CULAMIR
MANAGEMENT ASSOCIATES, INC.

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-10-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1-10-86</u> DATE	<u>ELLA LOU SONNEMANN</u> PRINT NAME	<u><i>Ella Lou Sonnemann</i></u> SIGNATURE
<u>1-10-86</u> DATE	<u>Robert E. SONNEMANN</u> PRINT NAME	<u><i>Robert E. Sonnemann</i></u> SIGNATURE

459
LOT #

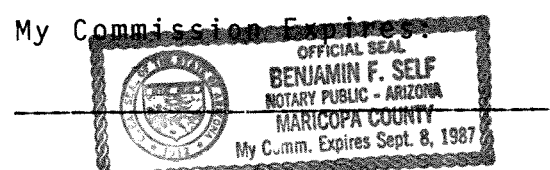
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10 day of January, 1986, before me, the undersigned notary public, personally appeared _____

ELLA LOU SONNEMANN and Robert E. SONNEMANN
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Benjamin F. Self
Notary Public



NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
JAN 13 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed 1-17-86, and hereby approve said Amended Covenants, Conditions and Restrictions.

1-31-86
DATE

ROBERT J. LEBELE
PRINT NAME

R. J. Lebele
SIGNATURE

DATE

PRINT NAME

SIGNATURE

410
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 31st day of January, 1986, before me, the undersigned notary public, personally appeared _____

R. J. Lebele
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Marianne L. Phegley
Notary Public

My Commission Expires:
Mar 16, 1988

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

RECEIVED
FEB 03 1986

PLEASE SIGN AND RETURN

Affidavit for Ahwatukee T-1

86 121280

AFFIDAVIT

I/We have read and approve that true and exact copy of the original Amended Covenants, Conditions and Restrictions mailed January, 1986, and hereby approve said Amended Covenants, Conditions and Restrictions.

<u>1/14/86</u> DATE	<u>Donald E. Wheeler</u> PRINT NAME	<u><i>Donald E. Wheeler</i></u> SIGNATURE
<u>1/14/86</u> DATE	<u>Geraldine S. Wheeler</u> PRINT NAME	<u><i>Geraldine S. Wheeler</i></u> SIGNATURE

362
LOT #

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 15th day of January, 1986, before me, the undersigned notary public, personally appeared _____

Donald E. Wheeler and Geraldine S. Wheeler
who acknowledged himself and/or herself to be an owner/member of the T-1 Management Council, Inc., a non-profit corporation, and that he and/or she, being authorized so to do executed the foregoing Amended Covenants, Conditions and Restrictions by signing his and/or her name(s) in approval.

In witness hereof, I hereunto set my hand and official seal.

Gloria B. Hale
Notary Public

My Commission Expires:
My Commission Expires Nov. 13, 1986

NOTE: Notaries may be obtained at Banks, Realty Companies, and Culamir Management Associates, and will be present at the Annual Meeting (identification must be provided).

