

Mailing Address.

0170359: 24:

LOCATION

Parcel No. 1:

Parcel No. 2:

Parcel No. 3:

Parcel No. 4:

and

Units A1 - A6, B1 - B6, C1 - C6, D1 - D6, E1 - E9, F1 - F9, inclusive in PIERSON WEST, a subdivision of Maricopa County, Arizona, according to the plat of record in the office of the Maricopa County Recorder in Book 166 of Maps, page 20 thereof, Maricopa County, Arizona.

THIS INSTRUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF RECORDING EXHIBITS A AND B, WHICH ARE MADE A PART HEREOF.

Letter 802.
Mr. J. T. B. B. B.

benefit of the real property, including certain apartment units to be constructed thereon together with other common elements.

NOW THEREFORE, the Grantors do hereby submit said property to the horizontal property regime pursuant to § 33-551 to § 33-561, Arizona Revised Statutes, and do hereby declare that all of the real property described above shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared to be in furtherance of a plan for the improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having, or acquiring, any right, title or interest in the described real property or any part thereof, and shall be for the benefit of each owner of any portion of real property, or any interest therein, and shall inure to the benefit of and the binding upon each successor in interest of the owners thereof.

DESCRIPTION OF CONDOMINIUM

I. The entire horizontal property regime shall be composed of 42 units numbered as follows:

- Building A, Nos. A1, A2, A3, A4, A5, and A6
- Building B, Nos. B1, B2, B3, B4, B5, and B6
- Building C, Nos. C1, C2, C3, C4, C5, and C6
- Building D, Nos. D1, D2, D3, D4, D5, and D6
- Building E, Nos. E1, E2, E3, E4, E5, E6, E7, E8 and E9
- Building F, Nos. F1, F2, F3, F4, F5, F6, F7, F8 and F9

Each numbered unit shall include an apartment unit, a storage room and patio attached thereto, and the exclusive right to use and occupy a parking space bearing the same number as the unit, together with an undivided interest in and to the general common elements in the proportions set out in paragraph II hereof.

II. Each unit shall represent and be entitled to an undivided $1/42$ interest in and to the entire horizontal property regime.

III. Descriptions of the cubic content space of the buildings with reference to their location on the land are attached hereto, made a part hereof, and marked Exhibits A and B.

IV. Descriptions of the cubic content space of each apartment located within the building, and a description of the cubic content space of each storage room subject to individual ownership and exclusive control are attached hereto, made a part hereof, and marked Exhibit B.

V. A description of the common elements is the description of the buildings and grounds provided in Exhibit A hereof, less the descriptions of the apartments, patio and storage rooms provided in Exhibit B hereof.

VI.

DEFINITIONS

The following terms as used herein shall have the meaning indicated:

A. COUNCIL OF CO-OWNERS shall consist of all record owners of units in Pierson West, a horizontal property regime.

B. BOARD OF GOVERNORS shall mean the Board of Governors as provided in paragraph XI hereof.

C. VOTING OWNER shall have the meaning given to that term by paragraph VIII A.

D. UNIT OWNER shall mean the title owner or purchaser under a contract or agreement of sale of a unit.

E. CONDOMINIUM shall mean the entire property conveyed by deed to a unit owner.

VII

PARTITION

A. Except as otherwise specifically provided in this agreement, there shall be no judicial partition of the project or any part thereof, nor shall Grantor or any person acquiring an interest in the project or any part thereof seek any judicial partition, provided, however, that if any condominium shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

B. All unit owners, by acceptance of deeds for units, whether from the Grantor or subsequent owners or by the signing of contracts or agreements to purchase same: all lessees, all encumbrancers or lienors or their successors, by acceptance of an instrument encumbering a unit as security for a loan or by performing any act giving rights to lien, rights against the property by virtue of law, shall thereby and by said act, consent and agree that all benefits of § 33-560, A.R.S., are waived when:

1. An affidavit pursuant to paragraph XIV has been recorded;

2. The time period (or any authorized extension thereof) provided by paragraph XIX hereof for contracting for repair, reconstruction or rebuilding has expired: and

3. No such contract has been recorded.

VIII

VOTING

A. There shall be one (1) Voting Owner of each unit, who shall be a record Unit Owner. The Voting Owner shall be designated by the record Unit Owner or Owners of each separate unit by written notice to the Board of Governors. Said designation of a person as a Voting Owner of a Unit shall be revocable at any time by actual notice to the Board of Governors of the death or judicially declared incompetence of any record Unit Owner or by a written instrument delivered to the Board of Governors by any record Unit Owner. The power herein conferred to designate the Voting Owner of a unit and to revoke said designation may be exercised by the Unit Owner's guardian, or, during the administration of his estate, by the executor or administrator of the deceased record Unit Owner where the latter's interest in the unit is subject to administration in his estate. The designation by a record Unit Owner shall be deemed to be revoked by the judicial appointment of a receiver appointed by a Court of competent jurisdiction in any foreclosure proceeding commenced by a mortgagee of any unit, or upon the sale of a unit at a Sheriff's sale resulting from a mortgage or lien foreclosure and such receiver, during the period of his receivership, and the successful bidder at such sale, as the case may be, shall be deemed to be

a record Unit Owner for the purpose of designating a Voting Owner. If no Voting Owner of a unit ownership has been designated or said designation has been revoked as provided hereinabove, no vote may be cast on behalf of such unit until a Voting Owner has been designated as provided herein. Upon transfer of title to a unit, the designation of a Voting Owner shall be deemed to be revoked.

B. At any meeting of the Council of Co-Owners, each Voting Owner shall be entitled to cast one (1) vote for each condominium owned by him. Any Voting Owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the Voting Owner and filed with the Board or Manager. Any designation of an agent to act for a Voting Owner may be revoked at any time by written notice to the Board or Manager, and shall be deemed revoked when the Board or Manager shall receive actual notice of the death or judicially declared incompetence of such Voting Owner or of the conveyance by such Owner of his unit. Where there is more than one record Owner, any and all such persons may attend any meetings of the Council of Co-Owners, but it shall be necessary for those present to act by majority in order to cast the votes to which they are entitled, although if only one Co-Owner is present in person or by proxy at any Council of Co-Owners meeting, he may vote all of the shares jointly owned. Any designation of an agent to act as an agent for Co-Owners must be signed by a majority of such Co-Owners.

IX

MEETINGS

A. Quorum The presence at any meeting in person or by proxy of the Council of Co-Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Council of Co-Owners upon the affirmative vote of a majority of the voting power.

main
22

B. Annual Meeting There shall be a meeting of the Council of Co-Owners on the first Monday of February of each year at 8:00 p.m. upon the Common Area or at such other reasonable place or time (not more than sixty [60] days before or after such date) as may be designated by written notice of the Board delivered to the Council of Co-Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting. At the annual meeting, the Board shall present an audit of the maintenance fund, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Co-Owners not present at said meeting.

7/11/11 Vt-Fund

C. Special Meetings Special meetings of the Council of Co-Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Co-Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by the President, or by the Co-Owners having

one-third (1/3) of the total votes and delivered not less than fifteen (15) nor more than thirty (30) days prior to the date fixed for said meeting.

Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

X

NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Secretary of the governing body for the purpose of service of such notice or to the Unit of such person if no address has been given to the Secretary. Such address may be changed from time to time by notice in writing to the Secretary.

XI

ELECTION AND PROCEEDINGS OF THE BOARD

A. At each annual meeting the Council of Co-Owners shall elect a Board of Governors for the forthcoming year, consisting of three (3) Co-Owners, provided, however, that the first Board elected hereunder may be elected at a special meeting duly called, said Board to serve until the first annual meeting. The first Board shall be elected within thirty (30) days after conveyance of the first condominium subject hereto to a Co-Owner. Every Co-Owner entitled to vote at any election of members of the Board may cumulate his votes and give one candidate a number

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of votes equal to the number of members of the Board to be elected, multiplied by the number of votes to which such Co-Owners are otherwise entitled, or distribute his votes on the same principal among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All of the votes shall be cast by written ballot.

B. Term Members of the Board shall serve for a term of one (1) year and until their respective successors are elected, or until their death, resignation, or removal; provided that if any member ceases to be an Owner, his membership on the Board shall thereupon terminate.

C. Resignation and Removal Any member of the Board may resign at any time by giving written notice to the Secretary, and any co-owner member may be removed from membership on the Board by a vote of the Co-Owners; provided that unless the entire Board is removed, an individual member shall not be removed if the number of shares voted against his removal exceeds the quotient arrived at when the total number of outstanding shares entitled to vote is divided by one plus the authorized number of members on the Board.

D. Vacancies Vacancies on the Board shall be filled by appointment by the remaining Board members.

E. Proceedings A majority of the members of the

Board shall constitute a quorum and, if the quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect a president, who shall preside both over its meetings and those of the Co-Owners. Meetings of the Board may be called, held, and conducted in accordance with such rules as the Board may from time to time adopt. The Board may also act without a meeting by unanimous written consent of its members.

F. Grantor Performs Functions Until the first election of the Board, the rights, duties, and functions of the Board shall be exercised by Grantor, his successors or assigns.

G. Notice of Election After the first election of the Board, Grantor shall execute, acknowledge, and record an affidavit stating the names of all of the persons elected to membership on the Board. Thereafter, any two persons who are designated of record as being members of the most recent Board (regardless of whether or not they shall still be members) may execute, acknowledge, and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded of such affidavits shall be prima facie evidence the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

XII

AUTHORITY OF THE BOARD

The Board of Governors, for the benefit of the condominium project and the individual condominium owners,

shall enforce the provisions hereof and shall acquire and pay for out of the maintenance fund hereinafter provided for, the following:

A. Water, sewer, garbage, electrical, gas, and other necessary utility service for the Common Area and, to the extent not separately metered and charged, for the Units;

B. A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Area, payable as provided in Article XIX herein, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Co-Owners, and their mortgagees, as their respective interests may appear;

C. A policy or policies insuring the Board and the Co-Owners and/or the Council of Co-Owners against any liability to the public or to the Owners, their tenants and invitees, incident to the ownership and/or use of the project, and including the personal liability exposure of the Co-Owners. Limits of liability under such insurance shall not be less than \$100,000, for any one person injured, \$300,000 for any one accident, and \$50,000 for property damage. Such limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement where the rights of named insureds under *

the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured:

D. Workmen's compensation insurance to the extent necessary to comply with any applicable laws; ✓

E. The services of such personnel as the Board shall determine to be necessary or proper for the operation of the Common Area; *

F. Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration;

G. A fidelity bond naming the Board of Governors as principal and the unit owners as obligees in an amount equal to:

1. For the first year, twice the estimated total receipts of the maintenance fund;
2. For all subsequent years, twice the total receipts of the maintenance fund for the preceding year.

H. Swimming pool and exterior painting, maintenance, repair, and all of the landscaping of the Common Area, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area;

provided, however, that the interior surfaces of each Unit (and the interior surfaces of other areas, the exclusive use of which is reserved to the Owner by

easement) shall be maintained, maintained, and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Co-Owner:

I. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Declaration, provided that if such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular units, the cost thereof shall be specifically assessed to the Owners of such Units.

J. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the Common Area, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

K. Maintenance and repair of any Unit, if such maintenance and repair is reasonably necessary in the discretion of the Board to protect the Common Area or

preserve the appearance and value of the project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against the condominium of such Owner or Owners for the cost of said maintenance or repair.

In addition, the Board shall be empowered to designate parking spaces for the exclusive use of the Owners of condominium units. Once designated, such parking spaces may not be changed except by unanimous vote of the Board.

LIMITATIONS ON BOARD'S POWER

A. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund, capital additions and improvements (other than for purposes of replacing portions of the Common Area, subject to all of the provisions of this Declaration) having a cost in excess of \$1,000.00 except as expressly provided herein.

B. Nothing herein shall authorize the Board to furnish any person with services primarily for the convenience of the Owners or of any occupants of any Unit, or of the Common Area or any portion thereof, other than services customarily rendered in connection with the rental of a space for occupancy only.

*Proved
yes
Lorin*

XIII

OWNERS' OBLIGATION TO REPAIR

Except for those portions which the Board is required to maintain and repair hereunder, if any, each Owner shall, at his sole cost and expense, maintain and repair his Unit, keeping the same in good condition and appearance.

XIV

MAINTENANCE FUND: ASSESSMENTS.

A. Procedure With thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. Such estimated cash requirement shall be assessed to the Owners, except that Grantor shall be liable for payment of any assessment against condominiums owned by Grantor. If the estimated assessment proves inadequate for any reason, including the nonpayment of an assessment by an individual Owner, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board in equal monthly installments on or before the first day of each month during the year, or in such other reasonable manner as the Board shall designate.

B. Exercise by Grantor The rights, duties and functions of the Board set forth in this paragraph may

be exercised by Grantor for the period ending thirty (30) days after the election of the first Board hereunder, at the option of the first elected Board.

C. Use of Funds All funds collected hereunder shall be expended for the purpose designated herein.

D. Nonwaiver No Owner may waive or otherwise escape liability for the assessments otherwise provided for herein by non-use of the Common Area or abandonment of his or her condominium.

XV

MORTGAGE PROTECTION

A. Subordination of Liens Notwithstanding all other provisions in this Declaration, liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Article XIV hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

B. Amendments No amendment of this Article shall affect the rights of the holder of any such mortgage

recorded prior to the recordation of such amendment who does not join in the execution thereof.

XVI LIMITATIONS ON THE USE OF UNITS AND COMMON AREA

A. No Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence, provided, however, that this shall not prevent an owner from leasing said premises to non-owners for use as a private residence.

B. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board except as hereinafter expressly provided or in designated storage areas.

C. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area. (No gasoline, kerosene, cleaning solvents or other flammable liquids shall be stored in the Common Area or in any condominium; provided, however, that reasonable amounts in metal containers may be stored in the storage spaces.)

D. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area without the prior written consent of the Board, ~~except a sign advertising the property for sale.~~

Deleted by a 32-0 vote of association on 11/12/74

E. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Area, except that dogs, cats, or other household pets may be kept in Units, subject to the rules and regulations adopted by the Board.

F. No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

G. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board.

H. There shall be no violation of the rules for the use of the Common Area, adopted by the Board and furnished in writing to the Owners, and the Board is authorized to adopt such rules.

I. No Owner shall park any automobile or other motor vehicle in the Common Area except in a space designated for the Owner by the Board.

J. None of the rights and obligations of the Owners created herein, or by the deed creating the condominiums shall be altered in any way by encroachments due to settlement or shifting of structure(s) or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist: provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment

occurred due to the willful conduct of said Owner or Owners.

XVII

ENTRY FOR REPAIRS

The Board or its agents may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as is practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

XVIII EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNER

Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner shall be entitled to an undivided interest in the Common Area in the percentage expressed in paragraph II, page 3, of this Declaration. The percentage of the undivided interest of each Owner in the Common Area as expressed in paragraph II, page 3, of this Declaration shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Area shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Area in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, basement floors, (upper) top story ceilings, windows and doors bounding his Unit, nor shall the Owner be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant-in-common with the other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, basement floors, (upper) top story ceilings, windows and doors bounding the Unit.

XIX

DAMAGE AND DESTRUCTION

If the project is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Owner or Owners, mortgagee or mortgagees of the Owner or Owners, as their respective interests may appear and such Owner or Owners, mortgagee or mortgagees, subject to any agreements between the owner and mortgagees relating to application of insurance proceeds, shall use the same to rebuild or repair such Unit in accordance with the original plans and specifications therefor. If such damage extends to two or more Units, or extends to any part of the Common Area:

A. Such insurance proceeds shall be paid to a bank, savings and loan association, trust company, or other corporation authorized to act as escrow agent pursuant to the laws of the State of Arizona, which company shall be referred to here as the insurance trustee, to be held for the benefit of the Owners and the mortgagees as their respective interests may appear.

The Board is authorized to enter on behalf of the Owners into such agreement, consistent with this Declaration, with such insurance trustee, related to its powers, duties and compensation as the Board may approve.

B. The Board shall obtain firm bids (including the obligation to obtain a performance bond) from two or more responsible contractors to rebuild the project in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Voting Owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain such bids, and call and conduct such meeting, as herein provided (failure to call such meeting, or to repair such casualty damage, within twelve [12] months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild said building). At such meeting, the Owners may by sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) vote elect to reject all of such bids and thus not to rebuild, or by fifty-one percent (51%) vote elect to reject all such bids requiring amounts more than Five Hundred Dollars (\$500.00) in excess of available insurance proceeds. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable;

C. If a bid is to be accepted, the Board shall levy a special assessment, in proportion to the interest

of each Owner in the Common Area, to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding and such assessment and all insurance proceeds, whether or not subject to liens of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund. Upon payment, the Board shall let the contract to the successful bidder:

D. Upon an election not to rebuild, the Board, as soon as reasonably possible and as agent for the Owners, shall sell the entire Project, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to the Board. The net proceeds, and all funds held by said insurance trustee, shall thereupon be distributed to the Owners in proportion to the interest of each Owner in the Common Area, and to the mortgagees of the interest of the Owners, as their interests may appear;



If the Owners decide not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such a meeting and failing to repair such damage within twelve (12) months after the damage occurs, then the Manager, or the Board, or if they do not, any Owner or mortgagee of any Owner, shall record a sworn declaration setting forth such decision and reciting that under the provisions of these Restrictions the prohibition

against judicial partition provided for in Paragraph VII hereof has terminated and that judicial partition of the Project may be obtained pursuant to the law of the State of Arizona. Upon final judgment of a court of competent jurisdiction decreeing such partition, these Restrictions shall terminate.

The provisions of this Article cannot be amended without the consent in writing of the Owners of seventy-five percent (75%) of the Condominium Units.

XX

CHANGES IN THE COMMON AREA

There shall be no structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without the prior approval of Owners holding a majority of the total votes.  

XXI

AUDIT

Any Owner or mortgagee holding a first mortgage lien on any of the property subject to this declaration may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Board. The Board, at the expense of the maintenance fund, shall obtain an audit (by an independent accountant or accounting firm) of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the Owners within thirty (30) days of receipt of such audit by the Board.

XXII

AMENDMENT

Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument

in writing signed and acknowledged by record Owners holding seventy-five percent (75%) of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Maricopa.

XXIII

INUREMENT

The restrictions and burdens imposed by the covenants of this Declaration constitute a general scheme for the benefit of all the Unit Owners in the buildings on the property above described and all of such restrictions and covenants shall inure to the benefit of, shall benefit, and shall be enforceable by every person, partnership, association or corporation who now or at any time hereafter owns title or any interest of any kind in or to said property, and all of such restrictions and covenants shall be binding upon every person, partnership, association or corporation who now or at any time hereafter owns or has any interest in said property. All covenants in this Declaration are intended to and shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and are intended to and shall be binding upon any present or future owner of any interest in and to said property.

Failure by anyone to enforce any condition, restriction, covenant or charges herein contained shall not constitute a waiver of the right to do so thereafter.

Violation of any of the restrictions or conditions or breach of any of the covenants or agreements herein contained shall give to the Board of Governors and the Council of Co-Owners the right to enter a unit in or as to which said violation or breach exists and summarily to

abate and remove at the expense of the owner of said unit any construction, thing or condition that may be or exist thereon contrary to the provisions hereof without being deemed guilty of any manner of trespass. Every action or omission whereby any restriction or covenant is violated, in whole or in part, shall render it lawful for the Board of Governors or the Council of Co-Owners, or in the event either the Board of Governors and the Council refuses to act, a Voting Owner or encumbrancer, to prosecute any proceedings at law or at equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation. Should any such suit be instituted, the owner of said unit agrees to pay a reasonable attorney's fee for the plaintiff's attorney as that fee may be fixed by the Court.

XXIV

SEVERABILITY

The provisions hereof shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

XXV

INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XXVI

LIMITATION OF LIABILITY

The liability of any Owner for performance of any of the provisions hereof shall terminate upon sale, transfer, assignment, or other divestiture of said Owner's entire interest in his or her condominium with respect to obligations arising hereunder from and after the date of such divestiture.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26 day of September, 1973.

J. CLARK, an Arizona corporation,

Jay W Clark
JAY WARREN CLARK, President

JOHN R. DUNDEE, Vice President

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 26 day of September, 1973, before me, the undersigned officer, personally appeared JAY WARREN CLARK, who acknowledged himself to be the President of J. CLARK, INC., an Arizona corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.


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

[Signature]
Notary Public

My Commission Expires:
My Commission Expires June 17, 1977

... and the _____ day of _____, 1973,
before me, the undersigned officer, personally appeared
JOHN R. DUNDEE, who acknowledged himself to be the Vice-
President of J. CLARK, INC., an Arizona corporation, and
that he, as such Vice President, being authorized to do
so, executed the foregoing instrument for the purposes
therein contained, by signing the name of the corporation
by himself as Vice President.

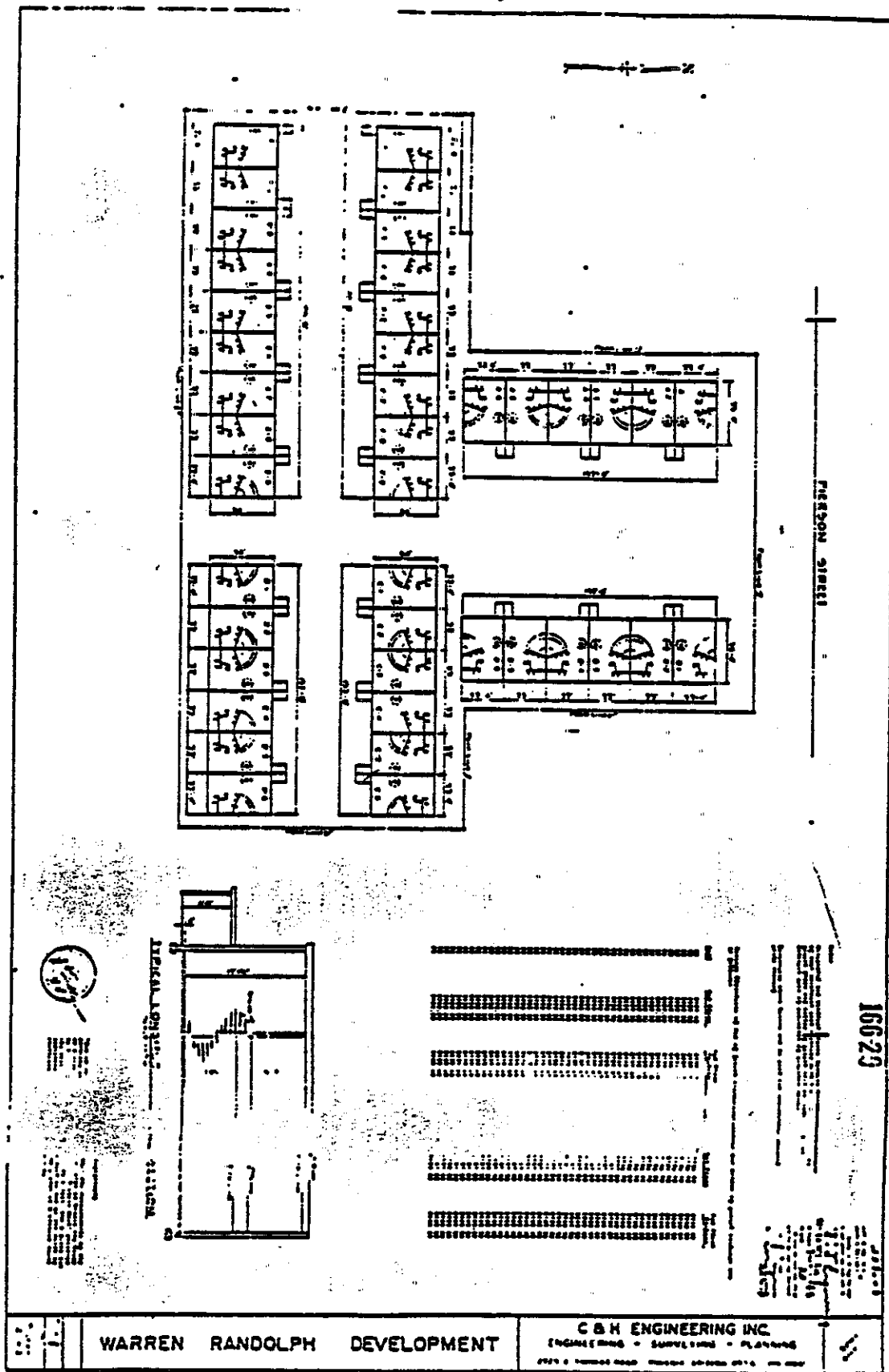
IN WITNESS WHEREOF I hereunto set my hand and
official seal.


Notary Public

My Commission Expires:

My Commission Expires June 17, 1977

See Map File



16623

WARREN RANDOLPH DEVELOPMENT

C & H ENGINEERING INC.
ENGINEERING • SURVEYING • PLANNING
2021 S. TOWERS ROAD, TOWSON, MARYLAND 21204

ss
that the with-
s filed and re-
of
Company
- 2 45
0 3 5 6
- 2 6 0
and official
year aforesaid.
County Recorder
- 3 3 50

Pursuant to Article XXII, DECLARATIONS OF
HORIZONTAL PROPERTY REGIME AND OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF PIERSON WEST (Declarations) the pro-
visions of said Declarations are hereby amended as follows:
(Added language is underlined; repealed language is deleted)

Article XI(A) is amended to read as follows:

XI. (A) At each annual meeting the Council
of Co-Owners shall elect a Board of Governors
for the forthcoming year whether or not a
majority of record Owners is present but as
long as not less than ten (10%) percent of
the Owners are present, consisting of three
(3) Co-Owners, provided . . . [remainder of
Article XI remains unchanged]

Article XII (I) is amended to read as follows:

XII.(I) Any other materials, supplies,
furniture, labor, services, maintenance, re-
pairs, structural alterations, insurance, taxes,
or assessments (including late charges and/or
interest fees levied upon owners delinquent in
assessment payments and vehicle towing charges
attributable to owners responsible for im-
properly parked vehicles) which the Board is
required to secure or pay for pursuant to the
terms of this Declaration or by law or which
in its opinion shall be necessary or proper
for the operation of the Common Area or for
the enforcement of this Declaration, provided
that if such materials, supplies, furniture,
labor, services, maintenance, repairs,
structural alterations, insurance, taxes, or
assessments are provided for particular units
(including any late charges and/or interest
fees levied upon owners delinquent in payment
of assessments and vehicle towing charges), the
cost thereof shall be specifically assessed to
the Owners of such units.

A new Article XIV(E) shall be added to
read as follows:

XIV. (E) If any assessment(s) levied upon the Owners pursuant to Paragraph (A) of this Article XIV are unpaid and/or delinquent at any time, the Board shall be empowered to immediately cause a lien to be placed on the condominium of any Owners responsible for any such unpaid and/or delinquent assessment(s). In order to impress and secure the lien provided for in this Paragraph, the Board (or its authorized agent) shall record a Notice of Lien with the Maricopa County Recorder. The cost of recording and/or releasing said lien shall be specifically assessed to the Owner of the property on which said lien is recorded. The Board of Governors, on behalf of the Council of Co-Owners, may at any time commence legal proceedings to collect such unpaid and/or delinquent assessments, including an action to foreclose on such lien.

Article XXI, line 5, shall read as follows:

The Board, at the expense of the maintenance fund, ~~shall~~ may . . . [remainder of Article XXI remains unchanged]

THE FOREGOING AMENDMENTS TO THE DECLARATIONS ARE HEREBY
SIGNED AND ACKNOWLEDGED BY THE FOLLOWING:

RECORD OWNER

UNIT NO.

DATE

Michael D. Yelen F-9 5-21-84
Michael D. Yelen

Cheryl Yelen 5-21-84
Cheryl Yelen

SUBSCRIBED AND SWORN to before me this 21 day of
MAY, 1984.

Anthony Bartolomucci
Notary Public

My Commission Expires:
ANTHONY BARTOLOMUCCI
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 28, 1991