

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

First American Title Insurance Company
4801 East Washington Street, Phoenix, AZ 85034

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

REQUIREMENTS
(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

First American Title Insurance Company



The First American Corporation

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title Insurance Company

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Dana Felsing at (480) 551-0480 ---**

Effective Date: **July 23, 2002** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 1992 Standard Owner's for \$500,000.00

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Recor Group, Inc., an Arizona corporation

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Randy Figueroa: [@602-685-7158](mailto:jh/bkw).

Pages 1 through 4 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

Lot 30, of CAMELBACK PARK PLAZA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 86 of Maps, Page 13.

First American Title Insurance Company

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2002. (The first half is due October 1, 2002 and is delinquent November 1, 2002. The second half is due March 1, 2003 and is delinquent May 1, 2003.)
2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
3. Covenants, conditions and restrictions in the document recorded as Docket 577, Page 113, as Docket 686, Page 307 and as Docket 3095, Page 229 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
4. An easement for utilities and incidental purposes, recorded as Docket 8474, Page 671 of Official Records.

End of Schedule B

First American Title Insurance Company

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

2. Pay all of 2001 taxes.

(Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$2,378.16 for the year 2001 under Assessor's Parcel No. 173-41-146 6.

3. Redemption of Certificate of Purchase No. 99010414, issued on a sale of said land for taxes for the year 1999, to which subsequent taxes for the year(s) of 2000 have been added.
4. Payment in full of all assessments, late charges, transfer fees, and any other amounts due SALT RIVER PROJECT.
5. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$35,842.00, recorded August 3, 1976 as Docket 11793, Page 129 of Official Records.
Dated: July 30, 1976
Trustor: James Aeed and Catherine A. Aeed, husband and wife
Trustee: First Service Corporation, an Arizona corporation
Beneficiary: First Federal Savings and Loan Association of Phoenix

The beneficial interest in the Deed of Trust was assigned to Resolution Trust Corporation as Receiver for Merabank Federal Savings Bank by Assignment recorded December 6, 1991 as 91-0571401 of Official Records.

6. Record Release of Notice and Claim of Lien recorded February 26, 1992 as 92-0097256 of Official Records.
Claimant: The City of Scottsdale, a municipal corporation
Debtor: Recor Group, Inc.
Amount: \$321.61

7. Dismissal With Prejudice of Civil Suit including release of Lis Pendens recorded December 24, 1998 as 98-1169883 of Official Records.
Cause No.: CV 98-93028
Plaintiff: Irina Krutoyarsky
Defendant: Recor Group, Inc., an Arizona corporation, et al
Purpose: foreclosure of Defendants' rights to redeem and quiet title
8. Proper showing as to the marital status of Ryan Jocque and disposition of any matters disclosed thereby.
9. Furnish a certified copy of a resolution by the Board of Directors of Recor Group, Inc., an Arizona corporation, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.

NOTE: The records of the Arizona Corporation Commission reflect that the Articles of Incorporation of Recor Group, Inc., an Arizona corporation have been administratively dissolved. A Certificate of Reinstatement pursuant to A.R.S. 10-1422B, must be obtained prior to the close of escrow, but no later than three (3) years following said administrative dissolution.

10. Record Warranty Deed from Recor Group, Inc., an Arizona corporation to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
 - b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
 - c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
11. Return to title department for final recheck before recording.
- DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. §11-806.03 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

End of Requirements

CAMELBACK PARK PLAZA

86-13

A SUBDIVISION OF THE NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, OF SECTION 23,
T. 2 N., R. 4 E., G. & S. R., B. & M., MARICOPA COUNTY,
ARIZONA.

303076
C
The State of Arizona
County of Maricopa
I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in the office of the County Clerk of said County of Maricopa, Arizona.
Witness my hand and official seal at Phoenix, Arizona, this 1st day of September, 1953.
C. E. Suddeth
County Clerk

CO. NE $\frac{1}{4}$, NW $\frac{1}{4}$,
SW $\frac{1}{4}$, SEC. 23,
T. 2 N., R. 4 E.,
G. & S. R., B. & M.,
MARICOPA COUNTY,
ARIZONA.

E/W CORNER LINE SEC. 23

N 89° 30' 30" W

437.61

NE COR. NE $\frac{1}{4}$, NW $\frac{1}{4}$,
SW $\frac{1}{4}$, SEC. 23,
T. 2 N., R. 4 E.,
G. & S. R., B. & M.,
MARICOPA COUNTY,
ARIZONA.

State of Arizona } s.s.
County of Maricopa }
KNOW ALL MEN BY THESE PRESENTS:
That the Phoenix Title and Trust Company,
an Arizona Corporation, Trustee, has sub-
divided under the name of CAMELBACK
PARK PLAZA, the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, of
Sec. 23, T. 2 N., R. 4 E., G. & S. R., B. & M.,
Maricopa County, Arizona and hereby
publishes this plat as and for the plat
of said CAMELBACK PARK PLAZA, and
hereby declares that said plat sets
forth the location and gives the dimen-
sions of the lots, tract, streets and
alleys constituting same and that
each lot, tract, and street shall be
known by the number, letter, or name
given to each respectively on said plat,
and that the Phoenix Title and Trust
Company, as Trustee, hereby dedicates
to the public for use as such, the streets
and alleys shown on said plat and in-
cluded in the above described premises.
IN WITNESS WHEREOF the Phoenix
Title and Trust Company, as Trustee,
has hereunto caused its corporate
name to be signed and its corporate
seal to be affixed by the undersigned
officers thereof duly authorized,
PHOENIX TITLE AND TRUST COMPANY,
TRUSTEE

signing the name of the corporation
as Trustee, by themselves as such
officers respectively.
IN WITNESS WHEREOF I hereunto
set my hand and official seal.

Notary Public John J. Linn
My commission expires 1-1-54

Approved by the Town Council of
the Town of Scottsdale, Arizona
this 1st day of October, 1953.

By W. E. Ainsworth
Mayor
Attest: Alfred J. Kellum
Clerk

This is to certify that the survey
and subdivision of the within des-
cribed premises was made under
my direction during the month
of September, 1953.

R. S. Knight
R. S. Knight, Registered Civil Engineer

State of Arizona } s.s.
County of Maricopa }
On this, the 11th, day of July, 1953
before me, the undersigned officer, personally
appeared S. E. Malt, and
John J. Linn, who acknowledged
themselves to be the Vice President
and Assistant Secretary, respectively,
of the Phoenix Title and Trust Company,
a corporation, and that they, as such
officers, respectively, being duly authorized
in this respect by the foregoing instrument
for the purposes herein contained by

SE COR. NE $\frac{1}{4}$, NW $\frac{1}{4}$,
SW $\frac{1}{4}$, SEC. 23,
T. 2 N., R. 4 E.,
G. & S. R., B. & M.,
MARICOPA COUNTY,
ARIZONA.

WINFIELD SCOTT PLAZA UNIT FOUR
BL. 70, R. 22, M.C.R.

ROBERT S. KNIGHT - ENGINEERS INC. 535 N. BROWN AVE., SCOTTSDALE, ARIZONA	
PLAT OF CAMELBACK PARK PLAZA	
Drawn By: M.K. Checked By: M.G.J. Date: 8-15-53	Scale: 1" = 50' Job No: 3258 Sheet 1 of 1
Approved: <u>R. S. Knight</u>	Date: <u>8-15-53</u>

SCHEDULE B DOCUMENTS

Prepared By

FIRST AMERICAN TITLE INSURANCE COMPANY

For

Commitment / Escrow Number 4 0 1 2 1 6 9



FIRST AMERICAN TITLE

Dedicated to Serving

the Real Estate Community

for over 100 years!

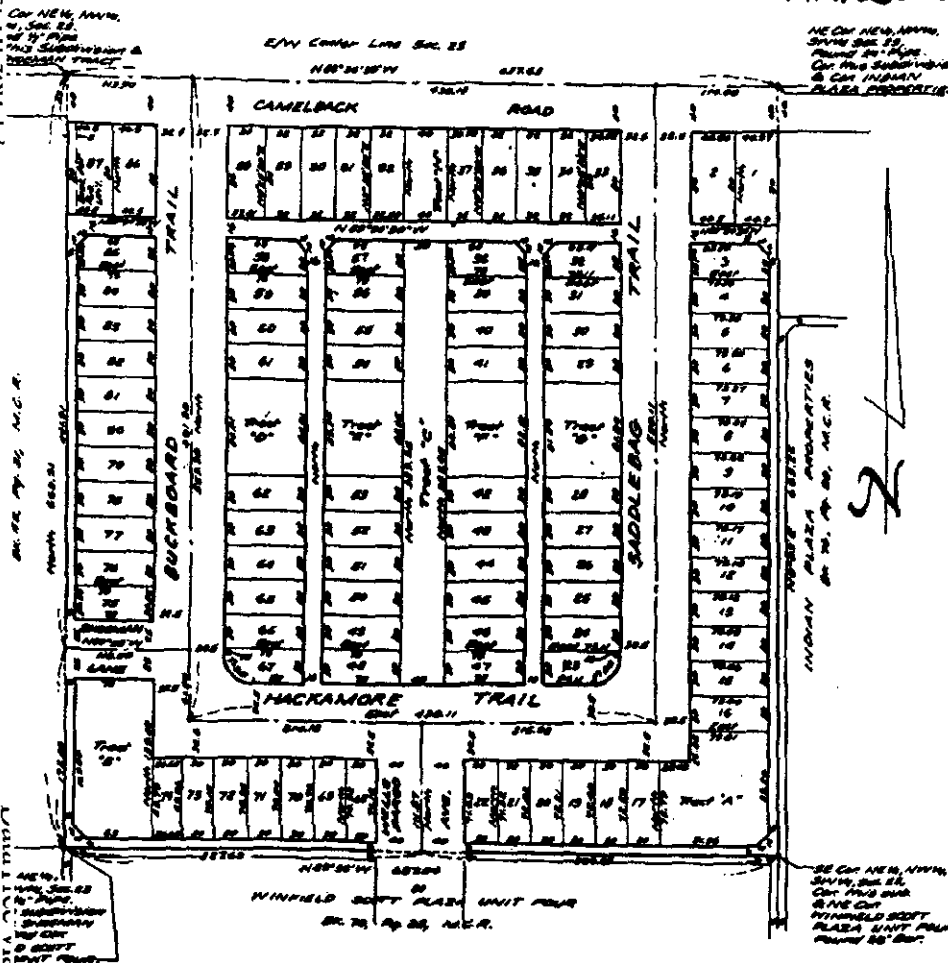
CAMELBACK PARK PLAZA

86-13

A SUBDIVISION OF THE NE 1/4, NW 1/4, SW 1/4, OF SECTION 23,
T. 2 N., R. 4 E., G. & S. R., B. & M., MARICOPA COUNTY,
ARIZONA.

308078

RECEIVED
MAR 11 1953
MARICOPA COUNTY
CLERK'S OFFICE
PHOENIX, ARIZONA



State of Arizona } s.s.
County of Maricopa }
KNOW ALL MEN BY THESE PRESENTS:
That the Phoenix Title and Trust Company,
an Arizona Corporation, Trustee, has sub-
divided under the name of CAMELBACK
PARK PLAZA, the NE 1/4, NW 1/4, SW 1/4, of
Sec. 23, T. 2 N., R. 4 E., G. & S. R., B. & M.,
Maricopa County, Arizona, and hereby
publishes this plat as and for the plat
of said CAMELBACK PARK PLAZA, and
hereby declares that said plat sets
forth the location and gives the dimen-
sions of the lots, tracts, streets and
alleys constituting same and that
each lot, tract and street shall be
known by the number, letter, or name
given to each respectively on said plat,
and that the Phoenix Title and Trust
Company, as Trustee, hereby dedicates
to the public for use as such, the streets
and alleys shown on said plat and in-
closed in the above described premises.
IN WITNESS WHEREOF the Phoenix
Title and Trust Company, as Trustee,
has hereunto caused its corporate
name to be signed and its corporate
seal to be affixed by the undersigned
officers hereunto duly authorized,
PHOENIX TITLE AND TRUST COMPANY,
TRUSTEE

By: [Signature] Attest: [Signature]
Secretary

State of Arizona } s.s.
County of Maricopa }
On this, the 11th, day of July, 1953
before me, the undersigned officer, personally
appeared J. S. Knight, and
[Signature], who acknowledged
themselves to be the President
and Assistant Secretary,
of the Phoenix Title and Trust Company,
a corporation, and that they, as such
officers, respectively, being duly authorized
in this executed the foregoing instrument
for the purposes therein contained by

signing the name of the corporation
as Trustee, by themselves as such
officers respectively.
IN WITNESS WHEREOF: I hereunto
set my hand and official seal.

Notary Public [Signature]
My commission expires 1-1-54

Approved by the Town Council of
the Town of Scottsdale, Arizona
this 11th day of October, 1953.

By: [Signature]
Attest: [Signature]

This is to certify that the survey
and subdivision of the within des-
cribed premises was made under
my direction during the month
of September, 1953.

[Signature]
R. S. Knight, Registered Civil Engineer

ROBERT S. KNIGHT - ENGINEERS INC. 535 N. Brown Ave., Scottsdale, Arizona	
PLAT OF CAMELBACK PARK PLAZA	
Drawn By: M.E. Checked By: R.S.K. Date: 8-11-53	Scale: 1" = 20' Lot No: 5553 Sheet 1 of 1
Approved: <u>[Signature]</u>	Date:

DOCKET

577-113

DECLARATION OF RESTRICTIONS
CONCERNING

THE EAST ONE-HALF (E $\frac{1}{2}$) of the NORTHWEST (NW) QUARTER of the SOUTHWEST (SW) QUARTER of SECTION TWENTY-THREE (23), TOWNSHIP Two N (2N) of RANGE FOUR E (4E) of the HILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

KNOW ALL MEN BY THESE PRESENTS:

That J. H. ADAMS and ALICE ADAMS, his wife, being the owners of the following described lands and premises in Maricopa County, Arizona, described as follows, to-wit:

The East one-half (E $\frac{1}{2}$) of the Northwest (NW) Quarter of the Southwest (SW) Quarter of Section twenty-three (23), Township Two N (2N) of Range Four E (4E) of the Hila and Salt River Base and Meridian, Maricopa County, Arizona,

hereby declare the following restrictions shall

apply to the use and ownership of said lands and premises:-

1:- That said land and premises shall not, nor shall any part, parcel or lot thereof be hereafter used for the purpose of the conduct or operation of a hog ranch or ranch for the raising of cattle or horses or a chicken ranch for the raising of chickens or other poultry, to the extent or in any manner that the same may become unsightly, offensive to the smell, or in any way damage or injure the value of any surrounding, adjacent or adjoining lot, piece or parcel of land by whomsoever may the same be owned.

2:- These restrictions shall apply to us, our heirs, executors, administrators and assigns, and to any and all subsequent purchasers, owners or occupants of any lot, piece, parcel, or the whole, of the hereinabove described lands and premises. Any injured owner shall be entitled to injunctive relief and damages for injuries sustained.

IN WITNESS WHEREOF, the parties have hereunto executed these presents this 26 day of June, 1950.

J. H. Adams
Alice L. Adams

Dkt 577-113

BOOK 577 page 114

STATE OF ARIZONA

COUNTY OF MARICOPA

AS IT IS KNOWN, that on this the 24 day of
1950, before me, Carl R. Lister, a Notary
Public in and for said county and state, personally appeared
J. H. ADAMS and ALICE ADAMS, his wife, personally known to
me to be the persons whose names are subscribed to the within
and foregoing instrument, and acknowledged to me that they
executed the same for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my
name and affixed my official seal the day and year in this
certificate first above written.



Commission Expires 8/14/54

Carl R. Lister
Notary Public

44587

NOTARY PUBLIC
I hereby certify that the within
instrument is a true and correct
copy of the original as shown to me
by the person or persons who
presented it for recording.
GIVEN UNDER MY HAND AND SEAL
OF OFFICE, this 24th day of
August, 1950.
Carl R. Lister
Notary Public

Carl R. Lister

Doc 686-307
CORRECTED DECLARATION OF RESTRICTIONS

CONCERNING

THE EAST ONE-HALF (E $\frac{1}{2}$) of the EAST HALF (E $\frac{1}{2}$) of the NORTHWEST QUARTER (NW $\frac{1}{4}$) of the SOUTHWEST QUARTER (SW $\frac{1}{4}$) of SECTION TWENTY-THREE (23), TOWNSHIP TWO NORTH (2N) of RANGE FOUR EAST (4E) of the GILA AND SALT RIVER BASE AND MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA.

KNOW ALL MEN BY THESE PRESENTS:

That ROY E. PETERSON and JUNE PEARL PETERSON, his wife, being the owners of the following described lands and premises in Maricopa County, Arizona, described as follows, to-wit:

The East one-half (E $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section Twenty-three (23), Township Two North (2N) of Range Four East (4E) of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona.

hereby declare the following restrictions shall apply to the use and ownership of said lands and premises:-

1:- That said land and premises shall not, nor shall any part, parcel or lot thereof be hereafter used for the purpose of the conduct or operation of a hog ranch or ranch for the raising of chickens or other poultry, to the extent or in any manner that the same may become unsightly, offensive to the smell, or in any way damage or injure the value of any surrounding, adjacent or adjoining lot, place or parcel of land by whomsoever may the same be owned.

2:- These restrictions shall apply to us, our heirs, executors, administrators and assigns, and to any and all subsequent purchasers, owners or occupants

Dkt 686 307

DOCKET

686-309

of any lot, piece, parcel, or the whole, of the herein
above described lands and premises. Any owner shall be
entitled to injunctive relief and damages for injuries
sustained.

This instrument is executed for the purpose
of correcting the Declaration contained in those
Restrictions recorded in Docket 577, at page 119,
of the records of the Office of the County Recorder,
County of Maricopa, State of Arizona.

IN WITNESS WHEREOF, the parties have hereunto
executed these presents this 1st day of December
1950.

Roy E. Peterson
June Pearl Peterson

STATE OF ARIZONA

COUNTY OF MARICOPA

ss.

BE IT KNOWN, that on this the 1st day of
December, 1950, before me, Carl H. Tisor,
a Notary Public in and for said county and state,
personally appeared ROY E. PETERSON and JUNE PEARL
PETERSON, his wife, personally known to me to be
the persons whose names are subscribed to the within
and foregoing instrument, and acknowledged to me that
they executed the same for the uses and purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed
my name and affixed my official seal the day and year
in this certificate first above written.

Notary Public

Commission Expires 2/16/54.

8014

RECORDED IN 686
INDEXED 308
FILED IN 308
JAN 1 1951
COUNTY OF MARICOPA
ARIZONA
CARL H. TISOR
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, being the owner of the following described property located in Maricopa County, Arizona, to-wit:

Lots One to Ninety-Two (1-92), inclusive, Camelback Park Plaza, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, Page 13 thereon.

Intending to establish the nature of the interest therein, and hereby declare said premises subject to the following covenants, conditions and stipulations as to the use and enjoyment thereof:

1. That all lots in Camelback Park Plaza shall be known and described as Commercial Building Lots.
2. That all owners of Lots One to Ninety-Two (1-92), Camelback Park Plaza share, proportionately, in accordance with the percentage of lots they own, in the assessment of taxes and improvements on Tracts O and H, known as the Mall of Camelback Park Plaza.
3. That all owners of Lots One to Ninety-Two (1-92), Camelback Park Plaza, form an Improvement Association for the purpose of providing maintenance of above-named Mall of Camelback Park Plaza, including planters, plantings, lightings, et cetera, after at least four (4) of the Lots One to Ninety-Two (1-92) become improved.
4. That all buildings on above Lots One to Ninety-Two (1-92) be erected six feet to the front line except that any porches or overhangs of said buildings be erected to the front line of said Lots.
5. That no structures be erected without first being approved by the Architectural and Planning Board of Camelback Park Plaza, consisting of Nick Pilafas, Buckley Arnsberg.
6. That all buildings placed on these premises shall be of ranch type or western architecture, or of any unusual, exotic architecture that blends with the motif of the town of Scottsdale.
7. That no buildings or uses shall be permitted except those devoted to selling in retail trade or in providing services to the public, including professional services, except used car lots shall not be allowed.
8. That there shall be placed on said subdivision no residential buildings of any nature or description, including, but not limited to, living quarters adjunct to a commercial building.
9. That no trailer houses or temporary structures shall be placed on said premises, except that during the period of actual construction of a permanent-type building, such necessary temporary structures as may be required may be allowed on such premises during such building period.
10. That all buildings placed on these premises shall be of new construction, and that no buildings shall be moved from other locations onto said premises for use thereon, provided, however, that a new building, constructed elsewhere, may be moved onto said premises, provided that it otherwise meets the requirements of these restrictions.
11. That no outside toilets or open plumbing shall ever be permitted or maintained on said subdivision. All buildings in which there is plumbing shall be connected to closed cess pools and septic tanks until such time as sewers may be available, at which time said plumbing shall be connected to said sewers.
12. That no trash, garbage, or other debris shall be burned on these premises, and each lot owner shall promptly carry away or cause to be carried away, all such trash, garbage, or debris so that the premises belonging to each owner shall be clean and present an orderly and neat appearance. "Debris" as used herein, shall include, but not be limited to, fallen branches from trees, leaves, weeds, and any other natural growth or by-product of natural growth.

3095-229

the foregoing restrictions shall not be binding after the date of October 15, 1959, at which time the said restrictions shall be automatically extended for successive periods of ten (10) years, unless by a majority of the then individual property owners of the tract, or change the said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, and in such case each reference is made in such deeds, or any thereof, such restrictive covenants shall be valid and binding upon the respective grantees, and any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; and each and every grantee of the tract, or any part thereof, shall be bound by a mandate requiring the removal of any structure or improvement on the tract in violation of any one or more of such restrictive covenants, and shall be liable to the award of reasonable attorney's fees and costs of suit brought to enforce any one or more of such restrictive covenants; provided, however, that a violation of these restrictive covenants, or any thereof, shall not affect the lien of any mortgage now of record or which hereafter may be placed of record upon said tract, or any part thereof.

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

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, as trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of its duly authorized officers, this, the 18th day of December, 1959.

PHOENIX TITLE AND TRUST COMPANY,
Trustee

Assistant Vice President
Attest: *[Signature]*
Assistant Secretary

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 18th day of December, 1959, before me, the undersigned officers, personally appeared J. S. Hull and Benton L. Blake, who acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of Phoenix Title and Trust Company, and that they being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as Trustee, by themselves as such officers.

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

[Signature]
Notary Public

My commission expires: 1-8-60

203585

MISC
Nature of Instrument
Indexed
Date of
Office
Date of Copy

STATE OF ARIZONA }
County of Maricopa }

I hereby certify that this instrument was filed and recorded at request of Phoenix Title & Trust Co.

DEC 18 1959-105 3095
in Book 229-230
on page 229-230

Witness my hand and official seal this day and year aforesaid.
M. C. Kelly, Notary

County Recorder
Deputy Recorder

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When recorded return to:
City of Scottsdale
City Hall - Civic Center
Scottsdale, Arizona 85251

AMELIA LOEB

Grantor(s).

for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, drain, pave, construct, operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate and maintain any public utility lines, poles or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

The East four (4) feet of Lots 26 through 30 of CAMELBACK PARK PLAZA, a subdivision recorded in Book 86 of Maps, page 13, in the office of the County Recorder, Maricopa County, Arizona.

City of Scottsdale
JAN 7 1971
PAUL N. MARSTON, Maricopa County Recorder, by *[Signature]* Deputy

The said easement to include the right to cut, back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow or extend over said right-of-way so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

DATED this 5th day of January, 1971

Amelia Loeb

STATE OF ARIZONA
COUNTY OF MARICOPA

This instrument was acknowledged before me this 5th day of January,

1971 by Amelia Loeb

In witness whereof I hereunto set my hand and official seal

NOTARY PUBLIC

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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COMMITMENT DATE	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	Schedule A (Page 1)
INTEREST IN THE LAND	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	Schedule B (inside)
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REQUIREMENTS (Continued)	Requirements (inside)
CONDITIONS	on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

First American Title Insurance Company
4801 East Washington Street, Phoenix, AZ 85034

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

REQUIREMENTS
(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

First American Title Insurance Company



The First American Corporation

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title Insurance Company

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Dana Felsing at (480) 551-0480**

Effective Date: **July 3, 2002** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 1992 Extended Owner's for \$500,000.00

Ryan Jocque

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

George M. Aeed, a single man

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Ryan Jocque, a _____ man

4. The land referred to in this Commitment is located in Maricopa County, AZ and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Randy Figueroa:jge/slp @602-685-7158.

Pages 1 through 4 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

Lot 29, of CAMELBACK PARK PLAZA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 86 of Maps, Page 13.

First American Title Insurance Company

SCHEDULE B

PART TWO:

1. Taxes for the full year of 2002. (The first half is due October 1, 2002 and is delinquent November 1, 2002. The second half is due March 1, 2003 and is delinquent May 1, 2003.)
2. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land. (All assessments due and payable are paid.)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Covenants, conditions and restrictions in the document recorded as Docket 577, Page 113; as Docket 686, Page 307, and as Docket 3095, Page 229 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
6. An easement for public utilities and road purposes and incidental purposes, recorded as Docket 8474, Page 671 of Official Records.
7. The following matters disclosed by an ALTA/ACSM survey made by _____ on _____, designated Job No. _____:

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.

Continued

8. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

End of Schedule B

First American Title Insurance Company

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. Redemption of Certificate of Purchase No. 99010413, issued on a sale of said land for taxes for the year 1999, to which subsequent taxes for the year(s) of 2000 have been added.
3. Pay all delinquent taxes due for all or a portion of the year 2001 in the amount of \$2,364.96 plus interest and any penalties.

NOTE: Taxes are assessed in the total amount of \$2,364.96 for the year 2001 under Assessor's Parcel No. 173-41-145 9.

4. Payment in full of all assessments, late charges, transfer fees, and any other amounts due SALT RIVER PROJECT.
5. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" as currently established. Said Plat of Survey shall include the recommended certification and, at the minimum, also have shown thereon Items 1, 6, 8, 10, 11(b), 14, 15 and 16 from Table A thereof.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

6. Completion of inspection now in progress by an employee of First American Title Insurance Company. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.
7. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
8. Proper showing as to the marital status of Ryan Jocque and disposition of any matters disclosed thereby.

Continued

9. Record Warranty Deed from George M. Aeed, a single man to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

10. Return to title department for final recheck before recording.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. §11-806.03 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

End of Requirements