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WHEN RECORDED, RETURN TO:

Fennemore, Craig, von Ammon,
Udall & Powers
6991 East Camelback Road, Suite A-201
Scottsdale, Arizona 85251
Attention: Ronald L. Ballard, Esq.

217-01-821999

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First American Title

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA DEC 5 1985 -4 00 KEITH POLETIS, County Recorder FEE 19 ⁰⁰ PGS 19
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AMENDED AND RESTATED
DECLARATION OF ESTABLISHMENT OF
RESTRICTIONS AND GRANTS OF EASEMENTS

THIS AMENDED AND RESTATED DECLARATION ("Declaration") is made and entered into on this 31st day of December, 1985, by Monaghan Company, an Arizona general partnership ("Declarant").

This Declaration amends, replaces and supersedes the Declaration of Establishment of Restrictions and Grants of Easements dated November 29, 1984 and recorded with the County Recorder of Maricopa County, Arizona at Recorder's Number 84-527928.

This Declaration is made in contemplation of the following facts and intentions:

A. Declarant is the owner of certain real property (the "Property") situated in Scottsdale, Maricopa County, Arizona, more particularly described in Exhibit A attached hereto and incorporated here by reference, and illustrated on the site plan attached hereto as Exhibit B, which is incorporated here by reference. The existing shopping center on the Property is shown on Exhibit B and labeled as "Shopping Center", the legal description of which is attached hereto as Exhibit C and incorporated here by reference (hereafter the "Shopping Center"). The owner or owners of the Shopping Center are referred to herein as the "Shopping Center Owner". The existing office and retail development on the Property is shown on Exhibit B and labeled as "Office", the legal description of which is attached hereto as Exhibit D and incorporated here by reference (hereafter "Office Area"). The owner or owners of the Office Area are referred to herein as the "Office Area Owner". "Pad One" is that portion of the Property so labeled on Exhibit B and described on Exhibit E attached hereto and incorporated herein by reference. "Pad Two" is that portion of the Property so labeled on Exhibit B and described on Exhibit F attached hereto and incorporated herein by reference. Pad One and Pad Two are referred collectively herein as the "Pads". The owner or Owners of the Pads are referred to herein as the "Pad Owners".

B. For purposes of this Declaration the Shopping Center is divided into two categories relating to use. The "Shopping Center Building Area" is that area shown on Exhibit B as

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occupied by existing buildings within the Shopping Center. The "Shopping Center Common Area" is that portion of the Shopping Center as shown on Exhibit B that is not occupied by existing buildings, and includes parking areas, driveways, pedestrian walkways and landscaped areas.

C. For purposes of this Declaration the Office Area is divided into two categories relating to use. The "Office Building Area" is that area shown on Exhibit B as occupied by the existing building within the Office Area. The "Office Common Area" is that portion of the Office Area as shown on Exhibit B that is not occupied by the existing building, and includes parking areas, driveways, pedestrian walkways and landscaped areas.

D. The exterior stairway and exterior elevator located at the southwest end of the Office Building Area are referred to herein as the "Special Common Areas". The exterior stairway and exterior elevator located at the north end of the Office Building Area is referred to herein as the "North Stairway and Elevator". The common wall shared by one of the buildings in the Shopping Center Building Area and the office building in the Office Building Area is referred to herein as the "Common Wall".

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E. Any portion of the Pads not utilized for a building, including parking areas, driveways, landscaped areas and pedestrian walkways shall be referred to as the "Pad Common Area".

F. For purposes of this Declaration the Shopping Center Common Area, the Office Common Area and the Pad Common Area are referred to collectively as the "Common Area".

G. The term "parcel" shall mean any one of the Shopping Center, Office or Pads.

H. It is the purpose and intent of this Declaration to subject the Property to the covenants, conditions and restrictions hereinafter set forth and to establish the easements hereinafter described, pursuant to a general plan for the Property and for the mutual benefit of the owners of any and all portions thereof and their respective heirs, successors, assigns, grantees and mortgagees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the following encumbrances shall be binding upon Declarant and shall attach to and run with the Property and shall be for the benefit of and shall be limitations upon any future owner or owners of all or any portion of Property, and any person or entity leasing, subleasing or occupying any portion of the Property and each easement granted herein shall be appurtenant to the dominant estate, and all promises, covenants, conditions, restrictions and encumbrances shall be covenants running with the land:

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I. BUILDING TYPE AND APPROVAL.

A. No buildings shall hereafter be erected, placed or permitted to remain within the Property that are not of substantially the same type and quality of design, materials and workmanship as and architecturally consistent and harmonious with the style of the buildings now existing in the Shopping Center and Office Area. All buildings located on the Property shall be used only for the uses and purposes permitted by applicable governmental laws, codes and ordinances.

B. Any alteration, addition, remodel or reconstruction to or of an existing building on the Property which involves any change in the exterior appearance thereof shall be architecturally consistent and harmonious with the other existing buildings within the Property, and shall not cause the building to exceed one story in height.

II. SIGNS.

The Shopping Center shall be known as Mercado del Rancho or such other name as may be designated from time to time by the Shopping Center Owner. A Pad Unofficial Document Owner may place on its Pad signs identifying the business conducted on the Pad which are compatible with the Shopping Center's layout, architecture and design, and which do not interfere with the visibility of any sign identifying the Shopping Center or any major tenant of the Shopping Center. For purposes of this Declaration, the term "major tenant" shall mean a holder of a leasehold interest in either of the two largest spaces in the Shopping Center. No signs shall be erected or maintained upon the Shopping Center that are not permitted by applicable governmental laws, codes and ordinances.

III. BUILDING LOCATION.

Any building constructed on either of the Pads or any new, enlarged or expanded buildings on any other portion of the Property shall be located so as to comply with all applicable laws, codes and ordinances of the City of Scottsdale and any other governmental body having jurisdiction over the Property, including laws, codes and ordinances relating to minimum parking requirements for the entire Property. Otherwise any building may be located on any portion of the Pads including portions of the Pads currently improved with parking areas, driveways and landscaped areas.

IV. COMMON AREA.

A. There shall be no construction of buildings on the Pads or on any other portion of the Property nor any use made of any portion of the Property which shall decrease the parking for the entire Property below requirements of applicable governmental laws, codes and ordinances.

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B. Areas to be used for parking of motor vehicles by employees of owners, lessees or other occupants of any parcel may be designated within such parcel from time to time by the parcel Owner. In the event employee parking areas are so designated, no employee of any owner, lessee or other occupant of a parcel where such parking is designated shall use any portion of such parcel for parking of motor vehicles except within such area as has been designed for employee parking.

C. Unless otherwise agreed, each owner of the Property shall provide public liability insurance for the Common Area of its parcel naming each other owner as a co-insured, with limits of liability of not less than One Million Dollars (\$1,000,000) single limit coverage for personal injury or death in any one (1) occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The minimum amounts of such coverage may be increased upon the written request of owners of any two of the parcels. If requested by any other owner of the Property, certificates of such insurance shall be issued to the requesting owner confirming that the required insurance coverage is in force.

D. The Shopping Center Owner shall maintain, or cause to be maintained, the Common Area in a neat, clean and attractive condition and in a state of good and safe repair and in accordance with the laws, rules, ordinances and regulations of any governmental authority having jurisdiction thereover and in conformity with then existing good shopping center and office building practices. The Shopping Center Owner shall render billings monthly to the owners of all parcels on the Property on which buildings are then located for the expenses incurred in the maintenance of the Common Area, with each owner being responsible for its share of the cost of such maintenance determined by the ratio between the gross square footage of buildings located on the parcel owned by it to the total gross square footage of all buildings located on the Property. In determining gross square footage the gross square footage of lower and upper floors shall be included. Within ten (10) days after each such billing is mailed, each owner so billed shall pay to the Shopping Center Owner the parcel owner's share of the cost of such maintenance. The Office Area Owner shall maintain, or cause to be maintained, the Special Common Area in a neat, clean and attractive condition and in a state of good and safe repair and in accordance with the laws, rules, ordinances and regulations of any governmental authority having jurisdiction thereover and in conformity with then existing good shopping center and office building practices. The Office Area Owner shall render billings monthly to the Shopping Center Owner for one-half of the expenses incurred in the maintenance of the Special Common Area. Within ten (10) days after such billing is mailed with respect to the Special Common Area, the Shopping Center Owner shall pay to the Office Area Owner such fifty percent (50%) share of the costs of such maintenance. The obligation to maintain and replace the North Stairway and Elevator shall be the sole responsibility of the Office Area Owner.

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E. Each owner of the Property shall pay prior to delinquency the real estate taxes and assessments levied against its parcel or parcels. If such taxes or assessments cover parcels owned by more than one owner, the owners affected shall promptly take such steps as may be reasonably necessary to have the parcels owned by such different owners separately taxed and assessed. Until such time as such parcels are assessed separately, such real estate taxes and assessments shall be reasonably allocated by the Shopping Center Owner in proportion to the relative fair market values of the separate parcels and improvements thereon, and each such owner shall pay to the Shopping Center Owner each such parcel's percentage share of the taxes within ten (10) days after a bill for such share is mailed to such owner.

V. MUTUAL RELEASE.

The owner of each parcel of the Property, for itself, and, to the extent it is legally possible for it to do so, on behalf of its insurer, hereby releases the other owners from any liability for (i) any loss or damage to the property of each owner located upon or in the Property, (ii) any loss or damage to buildings or other improvements in the Property or the contents thereof, and (iii) any other ^{Unofficial Document} direct or indirect loss or damage caused by fire or other risks, which loss or damage is of the type generally covered by standard casualty insurance coverage. Each owner shall obtain for the benefit of each other owner, to the extent such insurance endorsement is available, a waiver of any right of subrogation the insurer of such owner may acquire against any other owner by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any owner from obtaining insurance, and shall have no effect to the extent that it diminishes, reduces or impairs the liability of any insurer or the scope of any coverage under any policy applicable to the Property or any improvements thereon or part thereof, or increases the cost of any such insurance (except that if the only reason that such waiver and release shall have no effect is that it increases the cost of such insurance of an owner, upon written demand and payment by any other owner of the increase in the cost of such insurance, the former owner shall promptly obtain for the benefit of such other owner such waiver, and in such case the foregoing waiver and release shall be operative).

VI. EASEMENTS.

A. There are hereby created for the benefit of each parcel, the following:

(i) A non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicle parking upon, over and across the portion of the Common Area lying within all parcels and upon, over, across and within the Special Common Area and all exterior pedestrian walkways leading thereto and therefrom. In addition to, and not in limitation of the easement

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described in the previous sentence, there shall be an easement for any portion of the Special Common Area and/or North Stairway and Elevator which protrudes upon any adjoining parcel, and a non-exclusive easement for ingress and egress for pedestrian traffic on, over and across any and all exterior pedestrian walkways leading to and from the North Stairway and Elevator and an easement and right for the support of the North Stairway by load bearing walls located within the Shopping Center Building Area.

(ii) Non-exclusive easements under, through and across that portion of the Common Area within each parcel for the installation, maintenance, removal and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utility instrumentalities shall be installed and maintained below the ground level or surface of the Property, except where the instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers), and in such case the instrumentality shall be placed in as inconspicuous a location as reasonably possible. If any such instrumentality serves only one parcel, it shall be located on the parcel served by it if reasonably possible. In the event that it is necessary for the owner of any parcel to cause the installation of a storm drain, utility line or sewer across the Common Area subsequent to the initial paving and improving of said Common Area, the owners of the other parcels shall not unreasonably withhold the granting of an additional easement or easements provided that the grant thereof does not unreasonably interfere with the normal operation of or access to any business in the Property and no affirmative monetary obligation is imposed upon the grantor. Upon request, the owner of a parcel shall grant such easements directly to utility companies or governmental entities as may be necessary to carry out the purposes of this Subparagraph VI(A)(ii).

(iii) Non-exclusive easements for all existing water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, meter boxes, transformers, gas mains or lines, and other public utilities and service easements on the Property, including without limitation those located inside existing buildings.

(iv) Non-exclusive easement for maintenance and support of the Common Wall, including, without limitation, the right to use and enjoyment of the Common Wall free of unreasonable interference by the owner or occupant of the space adjacent to the Common Wall. In the event of damage to or destruction of the Common Wall or any structural supports for the Common Wall either owner of the parcels adjacent to the Common Wall may repair, restore and rebuild the Common Wall or such structural support with or without obtaining the consent of the owners of the other parcel adjacent to the Common Wall, and the cost of such repair,

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restoration or reconstruction of the Common Wall shall be borne equally by owners of parcels adjacent to the Common Wall.

B. All storm drain, utility lines, transformers and meters of Declarant, its successors, assigns and tenants shall be maintained in a safe condition. Notwithstanding anything in this Declaration to the contrary, no grant of a utility easement under this Paragraph shall in the use, construction, reconstruction, operation, maintenance or repair of any storm drains, utility lines, transformers and meters in any way unreasonably interfere, obstruct or delay the business of the grantor of said easement or the public access to and from said business or unreasonably interfere, obstruct or delay in any way the receiving of merchandise by said grantor.

C. In addition to the foregoing and in connection with the work performed within or on existing buildings on the Property or future buildings on the Pads, the parties hereto agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as their use is ^{Unofficial Document} kept in reasonable requirements of construction work expeditiously pursued. The Common Area may be utilized for ingress and egress of vehicles transporting construction materials, equipment and persons employed in connection with any work provided for herein, subject to all of the other terms of this Declaration (except that the Common Area of one parcel may not be utilized for such purposes in connection with work to be done on a second parcel unless it is reasonably impractical for ingress and egress to be solely over the second parcel), provided that the party responsible for such construction shall exercise reasonable care in an effort to minimize to the extent reasonably possible inconvenience to other owners in the Property, including without limitation using its best efforts to require the general contractor to maintain reasonable discipline over workers performing such construction and to maintain any portable sanitation facilities a reasonable distance from buildings and parking areas then being occupied in the Property. Any damage to the Common Areas arising from such construction shall be repaired within a reasonable time by the party responsible for such construction.

D. Except as otherwise provided in Subparagraph VI(C), no walls, fences or barriers of any sort or kind shall be constructed or maintained in the Property, or any portion thereof, by an owner, its agent or tenant, which shall prevent or impair the free access and movement, including without limitation, pedestrian and vehicular traffic between the various parcels; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking area in the Common Area are not closed or blocked.

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VII. MAINTENANCE AND REPAIR OF UTILITY LINES - EASEMENT FOR MAINTENANCE AND REPAIR.

If any line, pipe or conduit utilized for telephone, electricity, water, sewage, gas or other utility purposes (referred to in this Section as a "Utility Line" runs to, over, under or across two or more of the parcels (including any Utility Line located in the interior of any building or buildings) and such Utility Line is utilized to supply utility service to two or more of the parcels which it runs to, over, under or across, then any of the owners of any such parcels receiving service from such Utility Line may cause the same to be maintained and repaired and the costs thereof shall be shared by all such owners determined by the ratio between the total gross square feet of buildings located on each such parcel to the total gross square footage of all buildings on all parcels which such Utility Line serves. Any such owner incurring any costs and expenses for such maintenance and repair shall be entitled to reimbursement pursuant to such formula, within ten (10) days of billing from any other owner obligated under such formula. If any Utility Line runs to, over, under or across two or more parcels and is not utilized to supply utility service to one or more of such parcels, the owners of such nonbenefited parcels shall not be responsible for maintaining or repairing such Utility Line nor for the cost thereof. Easements for the purposes of maintaining and servicing Utility Lines located in any parcel are hereby granted to the owners of each others parcel benefited by each such Utility Line for the purpose of maintaining and servicing the same and for access to such Utility Lines for such purposes.

VIII. BUILDING UPKEEP AND MAINTENANCE.

A. The owners of each parcel shall provide for appropriate upkeep and maintenance of the exterior of the buildings and improvements located in that parcel to assure that the Property and each part thereof is maintained in a first class manner and retains at all times the appearance of a first class shopping center, office complex or other development of the same type as such building or improvements.

B. Subject to the terms of Subparagraph VI(A)(iv) hereof, in the event of any damage to or destruction of the buildings or improvements upon any parcel within the Property, the owner of such parcel shall, at its election, and with all due diligence, either (i) repair, restore and rebuild such building or buildings; or (ii) at its sole cost and expense, tear down and remove all parts of said damaged and destroyed building or buildings and other improvements then remaining and the debris resulting therefrom and otherwise clean and restore the parcel affected by such casualty to a level and clean condition; provided, however, that such election not to repair, restore and rebuild shall be subject to any contrary obligation that may be contained in any lease or encumbrance on the affected parcel.

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IX. NOTICES AND APPROVALS.

All notices, demands or requests for consent or approval of any kind which any owner is required or desires to give or make upon another owner shall be in writing and shall be given or made by personal delivery or by the United States registered or certified first class mail, postage prepaid, to such address as has been furnished in writing (subject to the right of any owner to designate a different address by giving notice of such change in the manner provided herein), or to the last known address of such owner if no such notice of address has been provided in writing.

Any notice so sent shall be deemed to have been given upon personal delivery, if delivered, and if mailed, shall be deemed given forty-eight (48) hours after the same has been deposited into the United States mail as provided above.

X. MODIFICATION PROVISION.

This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of the owners of all parcels in the Property, and then only by written instrument duly executed and acknowledged by said owners and duly recorded in the Unofficial Document office of the Recorder of Maricopa County, Arizona.

XI. NOT A PUBLIC DEDICATION.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration shall be limited strictly to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Property or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to control of the owner. Notwithstanding any other provisions herein to the contrary, the Shopping Center Owner may periodically restrict ingress and egress from the Shopping Center in order to prevent a prescriptive easement from arising by reason of continued public use.

XII. BREACH SHALL NOT PERMIT TERMINATION.

No breach of this Declaration shall entitle any owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies such owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof

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whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

XIII. SEVERABILITY.

If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

XIV. ENFORCEMENT AND REMEDIES.

If any owner, lessee or occupant of any parcel in the Property shall, during the term of this Declaration, default in the full, faithful and punctual performance of any obligation required hereunder, and if such default has not been cured within ten (10) days after written notice from any other owner of any portion of the Property in the case of a default involving in the payment of money or within thirty (30) days after written notice from any other owner with respect to any other default, the nondefaulting owner or owners shall have each and all of the rights and remedies which may be available at law or equity including the rights to prosecute any action or other proceedings against such defaulting owner for an injunction, whether affirmative or negative, or for enforcement or foreclosure of the lien herein provided or for d^{Unofficial Document} or for specific performance. In addition, in the event of such default any nondefaulting owner or owners shall have the right to perform the obligation of the defaulting owner under this Declaration on behalf of such defaulting owner and the right to be reimbursed by such defaulting owner for the cost thereof together with interest thereon at the rate of eighteen percent (18%) per annum. Interest at the rate of eighteen percent (18%) per annum shall also accrue after the due date of any monetary obligations hereunder including amounts due under Article IV above with respect to Common Area expenses and taxes and assessments and under Article VII above with respect to maintenance and repair of Utility Lines. Any claim for payment of money hereunder including reimbursement for amounts expended by any other owner to cure the default of another owner, together with interest as aforesaid and costs and expenses of collection and enforcement as provided below, shall be a secured right and the lien therefore may attach to the portion of the Property and improvements thereon owned by the defaulting owner effective upon recording of a Notice of Lien in the office of the Recorder of Maricopa County, Arizona signed and acknowledged by the non-defaulting owner, stating that the amount due, the name of the defaulting owner and the legal description of the parcel owned by such defaulting owner. Such lien shall be subordinate to any first or second mortgage or deed of trust now or hereinafter recorded in the office of the Recorder of Maricopa County, Arizona, covering any portion of the Property and improvements thereon and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure of trustee's sale) under any such first or second mortgage or deed of trust

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shall take title free and clear from any such then existing lien, but otherwise subject to the provisions of this Declaration. Such lien may be foreclosed in any manner provided or permitted for the foreclosure of a realty mortgage or for the holding of a trustee's sale under a deed of trust in the State of Arizona. The failure of any owner of a parcel in the Property to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements of this Declaration shall not be construed as a waiver or relinquishment for the future breach or continued breach of such provisions.

XV. COSTS OF COLLECTION AND ENFORCEMENT.

Should attorneys' fees or other costs and expenses be incurred by any party attempting to enforce any of the foregoing terms, covenants, conditions, restrictions and encumbrances against a party in default hereunder then, in addition to any other amounts payable hereunder the party in default shall pay such attorneys' fees and costs.

XVI. NO ASSIGNMENT OR TRANSFER.

The rights, powers and obligations conferred upon owners pursuant to this Declaration shall not at any time be transferred or assigned by any owner except through a transfer of its interest in the manner hereinafter provided in Paragraph XVI.

XVII. TRANSFER ON PARCELS.

Upon the sale, transfer, conveyance or assignment by any owner of its rights, title and interest in its parcel, the following shall apply:

A. Notice. The transferring owner shall give written notice of the sale, transfer, conveyance or assignment to each other owner concurrently with recording the instrument effecting the same.

B. Liability of Transferee. The acceptance by the transferee of the deed or other instrument of transfer shall be deemed the agreement of the transferee to be bound by this Declaration and to perform all obligations hereof occurring or accruing after the effective date of the transfer. Any attempted refusal by any such transferee to be bound by this Declaration or failure or refusal by any such transferee to perform the obligations hereunder shall not affect the running of any covenants herein with the land, nor shall any such failure or refusal negate, modify or otherwise affect the liability of any owner or transferor pursuant to this Declaration, but such failure or refusal shall constitute a default under this Declaration by the transferee.

C. Release of Owner. The transferring owner shall be released from all obligations of this Declaration occurring or

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accruing after the effective date of the transfer, and shall not be released from any obligations of this Declaration occurring or accruing prior to the effective date of the transfer.

D. Liability of Transferor. In no event shall any transferee of any owner be liable for any default of the transferring owner under this Declaration that occurred or accrued prior to the effective date of the transfer; provided, however, no such transfer shall affect the existence, priority, validity or enforceability of any lien upon the transferred parcel or portion thereof pursuant to the provisions of Paragraph XIII hereof (except a transfer arising from a foreclosure, trustee's sale or deed in lieu thereof of a first mortgage or deed of trust recorded in the office of the Recorder of Maricopa County, Arizona, to which such lien is subordinate as set forth in Paragraph XIII).

E. Statements. Any owner, upon written request from any transferring owner, any proposed transferee of a transferring owner or any person or entity involved in the proposed sale, transfer, conveyance or assignment of any parcel in the Property by a transferring owner, within fifteen (15) days after receipt of such request, shall give notice in writing to the person making the request whether in the opinion of such owner the transferring owner is in default under this ^{Unofficial Document} Declaration, and if in default, in what respects. The failure of such owner to respond within such fifteen (15) days shall constitute an affirmation by such owner that no such defaults exist.

F. Lot Splits. If as a result of the ownership of parcels in the Property by different owners, any owner desires to obtain approval of a "lot split" or any similar matter relating to such ownership by different owners, such owner shall have the right to do so at its expense so long as it complies with all applicable laws, rules and regulations in connection therewith, and each other owner affected shall cooperate reasonably in connection therewith, provided that such cooperation does not adversely and materially affect the rights of the cooperating owner and does not involve any expense or any unreasonable time on the part of the cooperating owner.

XVIII. TERM.

Subject to the exception stated in Paragraph XII hereof, this Declaration shall continue in full force and effect for a period of forty-five (45) years unless earlier terminated pursuant hereto.

XIX. MISCELLANEOUS.

The captions at the beginning of each paragraph of this Declaration are not part of and in no manner or way define, limit, amplify, change or alter any term, covenant or condition of this Declaration. For the purpose of this Declaration, the neuter gender includes the feminine or masculine, and the singular number

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includes the plural, and the word "person" includes corporation, partnership, firm or association wherever the context so requires.

THIS DECLARATION is and shall be binding upon and shall inure to the benefit of Declarant and its respective successors, assigns, heirs, administrators, executors and legal representatives.

IN WITNESS WHEREOF, Declarant has hereunto set its signature.

MONAGHAN COMPANY, an Arizona general partnership


By: James G. Monaghan
James G. Monaghan,
General Partner

Unofficial Document

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of December, 1985, by James G. Monaghan, a general partner of Monaghan Company, an Arizona general partnership, on behalf of the partnership.

Robin Ruck
Notary Public



My Commission Expires:

Jan. 7, 1989

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LEGAL DESCRIPTION
TOTAL PARCEL

That part of Section 30, T. 3 N., R. 5 E., G. & S. R. B. & M., Maricopa County, Arizona, described as follows:

From the N.W. corner of the E.½ N.E.¼, said Section 30, measure thence S. 00° 05' 37" E. 65.00 feet to a point on the South right-of-way line of Shea Boulevard (a public street); thence S. 89° 56' 30" W. along the said South right-of-way line, a distance of 1246.50 feet to a point on the East right-of-way line of 92nd Street (a public street), said point being the point of beginning; thence N. 89° 56' 30" E. along the said South right-of-way line of Shea Boulevard, a distance of 746.50 feet to a corner of that certain parcel conveyed to Sentry Insurance Company in Docket 13819, Page 101, Maricopa County, Records; thence S. 00° 05' 37" E. 1135.00 feet to a Unofficial Document corner of the said parcel; thence S. 62° 03' 51" W. 297.42 feet to a corner of the said parcel and a point on the East right-of-way line of the said 92nd Street; thence along the said right-of-way line of 92nd Street as follows: N. 27° 56' 09" W. 844.14 feet to the beginning of a curve to the right having a radius point bearing N. 62° 03' 51" E. 945.00 feet; thence Northwestwarily 460.76 feet along the arc of this curve through 27° 56' 10" of central angle; thence N. 00° 00' 01" E. 65.06 feet; thence N. 44° 58' 16" E. 28.30 feet to the point of beginning.

EXHIBIT A

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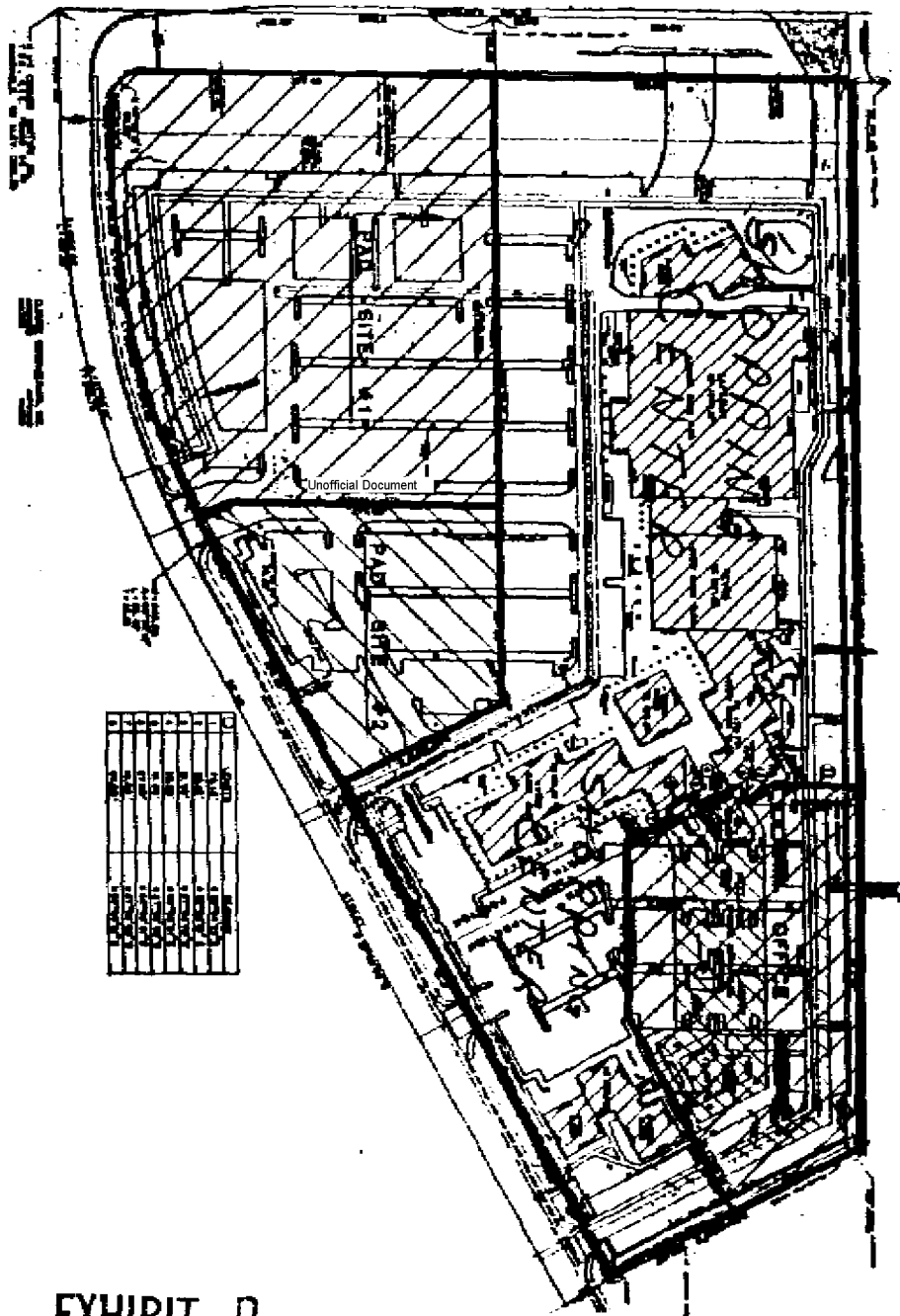


EXHIBIT B

85 577841

That part of Section 30, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

From the Northwest corner of the East half of the Northeast quarter, said Section 30, measure thence South 00 degrees 05 minutes 37 seconds East 65.00 feet to a point on the South right-of-way line of Shea Boulevard (a public street); thence South 89 degrees 56 minutes 30 seconds West along the said South right-of-way line, a distance of 1246.50 feet to a point on the East right-of-way line of 92nd Street (a public street), said point being the point of beginning; thence South 00 degrees 05 minutes 37 seconds East, 757.63 feet; thence South 89 degrees 54 minutes 23 seconds West, 76.12 feet; thence South 62 degrees 03 minutes 51 seconds East 36.12 feet to a point on the projection of the face of the upper story of a building hereinafter referred to as the office building; thence North 27 degrees 56 minutes 09 seconds West along the face of the said office building 21.68 feet; thence South 62 degrees 03 minutes 51 seconds West 50.35 feet; thence North 27 degrees 56 minutes 09 seconds West leaving the face of the said office building, a distance of 18.08 feet to the face of the column line of the commercial shops; thence South 62 degrees 03 minutes 51 seconds West 27.00 feet; thence South 27 degrees 56 minutes 09 seconds East 18.08 feet to the face of the said office building; thence South 62 degrees 03 minutes 51 seconds West along the face of the said office building and the prolongation thereof, a distance of 57.50 feet; thence South 00 degrees 05 minutes 37 seconds East 177.46 feet; thence South 27 degrees 56 minutes 09 seconds East 234.00 feet to a point on the Southerly line of the said total parcel; thence South 62 degrees 03 minutes 51 seconds West 162.50 feet to the Southwest corner of the said total parcel and a point on the Easterly right-of-way line of 92nd Street; thence North 27 degrees 56 minutes 09 seconds West along the said Easterly right-of-way line of 92nd Street, a distance of 584.51 feet; thence North 62 degrees 03 minutes 51 seconds East, leaving the said Easterly right-of-way line of 92nd Street, a distance of 188.74 feet; thence North 00 degrees 05 minutes 37 seconds West 669.14 feet to a point on the Northerly line of the said total parcel and the Southerly right-of-way line of Shea Boulevard; thence North 89 degrees 56 minutes 30 seconds East along the Southerly right-of-way line of Shea Boulevard, a distance of 369.09 feet to the point of beginning.

EXHIBIT C

85 577841

LEGAL DESCRIPTION

OFFICE

That part of the N. E. $\frac{1}{4}$, Section 30, T. 3 N., R. 5 E., G. & S. R. B. & M., Maricopa County, Arizona, described as follows:

From the N. W. corner of the said N.E. $\frac{1}{4}$, Section 30, measure N. $89^{\circ}56'30''$ E. along the North line of the said N.E. $\frac{1}{4}$, Section 30, a distance of 821.38 feet; thence S. $00^{\circ}05'37''$ E. 822.63 feet to the point of beginning; thence continuing S. $00^{\circ}05'37''$ E. 377.37 feet; thence S. $62^{\circ}03'51''$ W. 144.92 feet; thence N. $27^{\circ}56'09''$ W. 234.00 feet; thence N. $00^{\circ}05'37''$ W. 177.46 feet; thence N. $62^{\circ}03'51''$ E., along a line flush to and Unofficial Document prolongation of, the Northwestern wall of the upper story of the building hereinafter referred to as the office building, a distance of 57.50 feet; thence N. $27^{\circ}56'09''$ W. 18.08 feet to the face of the column line of the commercial shops; thence N. $62^{\circ}03'51''$ E. 27.00 feet; thence S. $27^{\circ}56'09''$ E. 18.08 feet to the face of the said office building; thence N. $62^{\circ}03'51''$ E., along the face of the said office building, a distance of 50.35 feet; thence S. $27^{\circ}56'09''$ E. 21.68 feet; thence N. $62^{\circ}03'51''$ E., leaving the face of the said office building, a distance of 36.12 feet; thence N. $89^{\circ}54'23''$ E. 76.12 feet to the point of beginning and containing 86,690 square feet or 1.9901 acres.

EXHIBIT D

85 577841

LEGAL DESCRIPTION

PAD SITE # 1

That part of the N.E. $\frac{1}{4}$, Section 30, T. 3 N., R. 5 E., G. & S. R.B. & M., Maricopa County, Arizona, described as follows:

From the N.W. corner of the said N.E. $\frac{1}{4}$, Section 30; measure N. $89^{\circ}56'30''$ E. along the North line of the said N.E. $\frac{1}{4}$, Section 30, a distance of 452.29 feet; thence S. $00^{\circ}05'37''$ E. 65.00 feet to a point on the Southerly right-of-way line of SHEA BLVD. and the point of beginning; thence continuing S. $00^{\circ}05'37''$ E. 462.06 feet; thence S. $89^{\circ}54'23''$ W. 279.90 feet; thence S. $65^{\circ}29'03''$ W. 36.33 feet to a point on the Easterly right-of-way line of 92nd Street, said point also being on a curve concave to the East having a radius point bearing N. $65^{\circ}29'03''$ E. 945.00 feet; thence along the said right-of-way of 92nd Street and SHEA BLVD. as follows: Northerly along the arc of the above said curve 404.35 feet through $24^{\circ}30'58''$ of central angle; thence N. $00^{\circ}00'01''$ E. 65.06 feet; thence N. $44^{\circ}58'16''$ E. 28.30 feet; thence N. $89^{\circ}56'30''$ E. 377.40 feet to the point of beginning and containing 174,240 square feet or 4.000 acres.

EXHIBIT E

85 577841

LEGAL DESCRIPTION

PAD SITE # 2

That part of the N.E. $\frac{1}{4}$, Section 30, T. 3 N., R. 5 E., G. & S. R. B. & N., Maricopa County, Arizona, described as follows:

From the N. W. corner of the said N.E. $\frac{1}{4}$, Section 30; measure N. $89^{\circ}56'30''$ E. along the North line of the said N.E. $\frac{1}{4}$, Section 30, a distance of 452.29 feet; thence S. $00^{\circ}05'37''$ E. 527.06 feet to the point of beginning; thence continuing S. $00^{\circ}05'37''$ E. 207.08 feet; thence S. $62^{\circ}03'51''$ W. 188.74 Feet to a point on the Easterly right-of-way line of 92nd Street; thence N. $27^{\circ}56'09''$ W. along the said Easterly right-of-way line, a distance of 259.63 feet to the beginning of a curve to the right having a radius point bearing N. $62^{\circ}03'51''$ E. 945.00 feet; thence Northerly along the arc of this curve 56.41 feet through $03^{\circ}25'12''$ of central angle; thence N. $65^{\circ}29'03''$ E., leaving the said Easterly right-of-way line of 92nd Street, a distance of 36.33 feet; thence N. $89^{\circ}54'23''$ E. 279.90 feet to the point of beginning and containing 64,563 square feet or 1.4822 acres.

EXHIBIT F