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WHEN RECORDED RETURN TO:
Williams & Finn Development Co.
Mr. Seth Williams
P.O. Box 1650
Sedona, Arizona 86336

	Instrument # 40436
	Recorded Official Record of Yavapai County, Arizona.
	NOV 20 '84 - 9 00 AM
	YAVAPAI CO. PLANNING & ZONING
at the request of	
PATSY C. JENNEY, County Recorder Pgs. 24	
Deputy <i>Debra S. Hagerstedt</i>	

DECLARATION OF CONDOMINIUM

FRED R. ESSER

THE PLAZA WEST PW

247

THIS DECLARATION is made and executed by WILLIAMS AND FINN DEVELOPMENT CO., an Arizona corporation ("Declarant"), pursuant to the provisions of the Arizona Horizontal Property Regimes Act, A.R.S. 33-551 et seq, hereinafter referred to as the "Act."

1. RECITALS

1.1 Declarant is the fee simple owner of the real property and improvements ("property") located in Sedona, Arizona, hereinafter more particularly described.

1.2 Declarant, by recording this Declaration, submits the property to the provisions of the Act.

1.3 The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.4 The property shall be known as THE PLAZA WEST.
The address of the property is: 2155 W. Highway 89A, Sedona, Arizona.

1.5 Attached hereto as Exhibit A and by this reference made a part hereof is a condominium plat of THE PLAZA WEST depicting the location and dimensions of the submitted land, and of the structures which contains all of the units.

2. DEFINITIONS

The terms used herein shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

a. "association of unit owners" -- All of the unit owners acting as a group in accordance with the Bylaws and Declaration to govern the affairs of THE PLAZA WEST.

b. "building" -- A structure containing one or more units that has been or shall hereafter be constructed on the land.

c. "common areas and facilities" -- All parts of the property other than the units, including, without limitation, the limited common areas and facilities and the following:

- The land with the condominium project;
- The foundations, columns, girders, beams, supports, stairs, stairways, decks, balconies, mainwalls, interior loadbearing walls, pillars, fire escapes, restrooms, and entrances and exits of the building;
- Central and appurtenant installations for power, light and ventilation, and all pipes, wires, conduits, ducts, vents, and other service and utility lines which are utilized for or serve more than one unit;
- The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;
- Plaza, courtyard and sidewalk areas and lawns and gardens;
- Parking areas, lighting and driveways, but only to the extent shown as common elements on the condominium plat;
- Storage spaces and premises for the use of janitors and other persons employed for the operation of the property, but only to the extent shown as common elements on the condominium plat;
- Mechanical room, to the extent shown as common elements on the condominium plat;
- All other spaces and facilities shown as common elements on the condominium plat; and
- All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except to the extent specifically included in the units and all areas and facilities designated as common areas and facilities in the Act.

Each owner of a unit may use the common areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other unit owners, subject always to the exclusive use of the limited common areas and facilities as provided in this Declaration.

d. "common expenses" -- All expenditures lawfully made or incurred by or on behalf of the unit owners association, together with all funds lawfully assessed for the creation and/or maintenance of reserves.

e. "common profits" -- All income collected or accrued by or on behalf of the unit owners association, other than income derived from assessments.

f. "condominium unit" -- A unit together with the undivided interest in the common areas and facilities appertaining to that unit.

g. "Declarant" -- The entity which executes the Declaration or on whose behalf the Declaration is executed. Any successors of the entity referred to in this subsection which come to stand in the same relation to the condominium as their predecessors did shall also come within this definition.

h. "Declaration" -- The instrument by which the property is submitted to the provisions of the Horizontal Property Regimes Act and its lawful amendments.

i. "limited common areas and facilities" -- Common areas and facilities, if any, designated in the Declaration as reserved for use of certain units to the exclusion of the others.

j. "majority" or "majority of unit owners" -- The owners of that percent of interest in the building irrespective of the total number of owners.

k. "property" -- The land, the building, improvements and structures, all easements, servitudes, rights and appurtenances belonging thereto, and all chattels intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Horizontal Property Regimes Act.

l. "unit" -- A portion of the condominium designed and intended for individual ownership and use.

3. DESCRIPTION OF THE CONDOMINIUM

3.1 Description of the Land

The land on which the buildings and other improvements are to be located is in Sedona, Yavapai County, Arizona, and is more particularly described as follows, to wit:

SEE EXHIBIT "B" ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART HEREOF.

3.2 Description of the Building and Other Improvements

THE PLAZA WEST project will consist of one two story building and one one story building. There will be no less than 33 units contained therein. The exterior walls will be 8" thick insulated sput-face masonry, or 8" thick insulated masonry with rigid insulation and wood siding on the exterior face. Exterior service entrance doors will be insulated and steel clad; Plaza entrance doors will be full tempered insulated wood doors; windows will be Pella clad awning and picture window combinations. Roofing on the mechanical equipment areas will be a 4ply built-up roof with a 90 lb. cap sheet over 2" of rigid insulation on 5/8" plywood sheathing over wood trusses with 5½" fiberglass batt insulation. The remaining pitched roof areas will be concrete shingle over 30 lb. underlayment over 2' x 10' rafters with 9½" fiberglass batt insulation. All interior walls will be finished with gypsum wallboard; party walls will be 3 5/8" steel studs with 1 layer 5/8" gypsum board on one side, 2 layers on the opposite face and 3½" fiberglass in the stud cavity. Ground floor construction will be 3½" concrete on 4" compacted base; upper floor construction will be 3½" concrete and 1½" steel deck over steel trusses. The ceiling finish will predominantly be suspended t-bar with 2' x 4' lay panels; portions of 8 units also will have a pitched ceiling finished with 5/8" gypsum wallboard and Pella clad awning clerestories in the shoewall. The building will be serviced by a central core containing one elevator, public sanitary facilities, and a machine room. The building is more fully depicted in the condominium plat. Each space will have a gas-fired roof mounted HVAC unit, rough plumbing for a water closet and lavatory, an electric subpanel and a telephone conduit stub-out from the main telephone panel. Electric, gas, and telephone service will be separately metered for each unit; water service will be on a common meter as will be the "house" electric service which powers the exterior lights, public sanitary facilities and the elevator. All interior spaces will be protected by a common sprinkler system. Floor and window coverings, electric outlets and lights not specified in the plans, plumbing fixtures and fittings, and interior unit partitions and doors will be the responsibility of the unit purchaser.

Other significant improvements in THE PLAZA WEST project include paved parking areas, walkways, a sewer system and a plaza area.

4. CONDOMINIUM UNITS

The condominium plat attached hereto as Exhibit A contains a list of all condominium units, with the number of each unit, its location, approximate area and immediate common elements to which it has access, together with the percentage of undivided interest in the common elements appertaining to each unit and its owner for all

purposes, including voting. The percentage of undivided interest in the common areas and facilities appurtenant to any unit shall not be changed except with unanimous consent of all owners in the condominium project expressed in an amendment to this Declaration duly executed by all such owners and recorded.

5. DIMENSIONS OF CONDOMINIUM UNITS

Each unit consists of that part of the building containing the unit which lies within the boundaries of the unit, exclusive of interior load-bearing walls and pillars, and any pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one condominium unit. The vertical boundaries of each unit shall be the boundaries as shown on said condominium plat and plans. Where the unit is bound by a wall, the wall shall be considered to include any door, window or other closure therein in the closed position, and the boundary shall be the unfinished surface of such wall on the unit side, to the effect that the unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. Where the unit consists in whole or in part of unenclosed space, the boundary defining such space is the boundary as shown on said condominium plat. The horizontal boundaries of each unit shall be the unfinished surface of the top of the concrete floor, and the unfinished surface of the bottom of the ceiling, except that where there is a stairway or other opening in the floor or ceiling, the boundary shall be the surface resulting from extensions of the nearest adjacent unfinished surfaces of the top of the floor or the bottom of the ceiling, as the case may be. The finished ceiling surface shall be 8' or 9' from the sub-floor, as the case may be. The ceiling shall consist of 2' x 4' lay panels to allow access to the horizontal easement. The ceiling system, lights and HVAC registers may project above the 8' or 9' ceiling height. There is also an additional vertical space in those units containing clerestories as described in the Description.

6. USE OF UNITS

The building, common areas and each of the units are restricted as to use and shall be used only for commercial and professional establishments. No unit shall be used for the purpose of a restaurant, bar or cabaret, or otherwise for the sale to the public of food or drink, except as the Board of Directors may approve.

In addition to the above, the buildings, common areas and units, shall be occupied and used as follows:

6.1 There shall be no obstruction of the common areas and facilities. Except in the case of designated storage areas, nothing shall be stored in the common areas and facilities without the prior written consent of the Board of Directors.

6.2 Nothing shall be kept or done in any unit or in the general or limited common areas and facilities which shall increase the rate of insurance on the general or limited common areas and facilities without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit in the general or limited common areas and facilities which will result in the cancellation of insurance of any unit or any part of the general or limited common areas and facilities, which would be in violation of any law. No waste will be committed of the general common areas and facilities or limited common areas and facilities.

6.3 No owner of a unit shall, without the written approval and consent of the Board of Directors, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the unit, or upon any door, wall or window of the common elements, any sign, awning or canopy, or advertising matter or other things of any kind, or (ii) any decoration, lettering or advertising matter on the glass of any window or door of the unit or (iii) any advertising matter within the unit which shall be visible from the exterior thereof; provided, that the Board of Directors shall establish reasonable and uniform regulations permitting the placement and maintenance by each owner of identifying signs and insignia of such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the project.

6.4 No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the general or limited common areas and facilities.

6.5 No noxious, dangerous or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

6.6 Nothing shall be altered or constructed in or removed from the general or limited common areas and facilities, except upon the prior written consent of the Board of Directors.

6.7 The Board of Directors is authorized to adopt rules for the use of the general or limited common areas and facilities, and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the owners, who shall be bound thereby.

6.8 None of the rights and obligations of the owners created herein, or by the deeds conveying the condominium units, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the build-

ing stands in which the unit is situated. In the event such building, the unit any adjoining unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit, or of any unit upon any other unit or upon any portion of the common elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand.

6.9 Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Directors shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the building.

7. MODEL UNITS AND SALES OFFICE

Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to maintain model units and a sales office within the project, and to use the model units and sales office during the period that the units remain unsold. No more than two model units and one sales office will be constructed and maintained by Declarant. The location and size of the model units is set forth in the condominium plat (Exhibit A). The model units are designated with the letter "M" on the condominium plat.

8. RESERVATION OF EASEMENT TO FACILITATE CREATION OF IMPROVEMENTS OF LAND WITHIN PROJECT

Declarant, and persons it may select, shall have the right of ingress and egress over, upon and across the general and limited common areas and facilities, and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development and sales of the condominium units and operation of the units and common areas and facilities in connection with THE PLAZA WEST. Declarant and its agents shall retain the right to use the sales office and model units and the general and limited common areas and facilities in connection therewith during the period of development and sale of THE PLAZA WEST.

BOOK 1678 PAGE 522

9.

BOARD OF DIRECTORS

9.1 The governing board of THE PLAZA WEST shall be the Board of Directors of The Plaza West Owners Association, a nonprofit corporation, which shall manage and maintain the property and business of the project pursuant to the provisions of this Declaration, its Articles of Incorporation, Exhibit C attached hereto, and its Bylaws, Exhibit D attached hereto.

9.2 Until a date five (5) years from date of filing of Notice of Completion, rights, duties and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant. Declarant shall have the option at any time after the date of the filing of this Declaration to turn the responsibility of electing all of the members of the Board of Directors to The Plaza West Owners Association.

10.

UNITS SUBJECT TO DECLARATION AND BYLAWS

All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration and the Bylaws of The Plaza West Owners Association as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the Bylaws as they may be amended from time to time are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provision were recited and stipulated at length in each and every deed or conveyance or lease thereof.

11.

EASEMENTS

The Board of Directors shall be authorized to give, convey, transfer, cancel, relocate and otherwise deal with utility and other easements located on or affecting the property.

12.

MAINTENANCE, ALTERATION AND IMPROVEMENT

12.1 The maintenance, replacement and repair of the common areas and facilities shall be the responsibility of the Board of Directors and the cost thereof shall be a common expense. The Board of Directors shall replace and repair all conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water and sewer contained in the portions of the units that service part or parts of the property other than the unit in which they are contained. All incidental damages caused to a unit by the maintenance, repair and replacement of the common areas and facilities or utility services shall be repaired promptly at the expense of the Board of Directors.

12.2 The unit owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the unit owner's expense, HVAC equipment appertaining to the owner's unit, together with all portions of the unit owner's unit, except those portions to be maintained, repaired and replaced by the Board of Directors. The unit owners shall keep clean and in a sanitary condition their storage areas and other limited common areas, if any.

13. SEPARATE REAL ESTATE TAXES

It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements. In the event that for any years such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

14. DESTRUCTION OR DAMAGE

14.1 In case of fire or any other disaster which causes damage or destruction to all or part of the property, the Board of Directors, with the help of an independent appraisal, shall determine the percentage of the property that was destroyed or substantially damaged. If less than two-thirds (2/3) of the total property was destroyed or substantially damaged, the Board of Directors shall arrange for the prompt repair and restoration of said property using the proceeds of the insurance on the same for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentages of undivided interest in the common areas and facilities. Reconstruction of the property shall mean the restoring of the buildings to substantially the same condition they were in prior to the damage or destruction, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Paragraph 17 hereof shall apply.

14.2 If two-thirds (2/3) or more of the total property is destroyed or substantially damaged, the Board of Directors shall, within one hundred (100) days after such destruction or damage, call a special meeting of the unit owners for the purpose of deciding whether or not the property shall be repaired and restored. If at least three-fourths (3/4) of the unit owners, in person or by proxy, vote to repair or restore the building or buildings, the Board of Directors shall promptly arrange for the reconstruction of the same, using the proceeds of insurance on the building for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentage of undivided interest

in the common areas and facilities. If the destruction or damage is by reason of eminent domain, the provisions of Paragraph 17 hereof shall apply. However, in the event at least two-thirds (2/3) of the total property is destroyed or substantially damaged, and less than three-fourths (3/4) of the unit owners vote to make provision for reconstruction, the Board of Directors shall record, with the County Recorder, a notice setting forth such facts; and upon the recording of such notices: (i) the property shall be deemed to be owned in common by the unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities; (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all unit owners in a percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by each unit owner.

14.3 For purposes of this Paragraph 14, the terms "disaster," "destruction" or "substantial damage" shall mean and include a temporary or permanent taking, injury or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.

15. INSURANCE

15.1 The Board of Directors shall obtain and maintain at all times insurance coverage to carry out the purpose of Paragraph 14 of the Declaration. Such coverage shall be of the type and kind as provided herein and include insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to the property in construction, design and use. The Board of Directors shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

15.1.1 Exclusive authority to adjust losses shall be vested in the Board of Directors as insurance trustee;

15.1.2 The insurance coverage shall not be brought into contribution with insurance purchased by individual unit owners or their respective mortgagees;

15.1.3 Each unit owner may obtain additional insurance covering his real property interest at his own expense;

15.1.4 The insurer waives its right of subrogation as to any claims against each unit owner;

15.1.5 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual unit owners or their respective lessees, employees, agents, contractors and guests;

15.1.6 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the association or Board of Directors or their employees, agents or contractors, without prior demand in writing that the Board of Directors cure the defect and then only if the defect is not cured within fifteen (15) days;

15.2 The Board of Directors, for the benefit of the property and the unit owners, shall maintain a policy or policies of casualty and multiperil, "all risk" insurance on the property, with the provisions and endorsements as set forth in Paragraph 14.1 above, if obtainable, also with extended coverage endorsements for the full insurance replacement value of the units, common areas and facilities, items of common personal property and fixtures, payable to the Board of Directors as insurance trustee to be disbursed in accordance with the terms of the Declaration. The limits and coverage of said insurance shall be reviewed at least annually by the Board of Directors and shall include an appraisal of the property by a qualified representative of the insurance company writing the master policy on the property. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit.

15.3 The Board of Directors shall obtain a policy or policies of insurance insuring the Board of Directors and its employees, including the manager, if any, the unit owners and their respective lessees, agents, employees or guests against any liability to the public or to the owners of units, their respective lessees, agents, invitees or employees, incident to the ownership and/or use of the property, and including the personal liability exposure to the unit owners, incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than One Million and no/100 Dollars (\$1,000,000.) for any one person injured, Three Million and no/100 Dollars (\$3,000,000.) for all persons injured in any one occurrence, and shall not be less than Five Hundred Thousand and no/100 Dollars (\$500,000.) for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board of Directors and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall

provide cross-liability endorsements for possible claims for any one or more or group of insureds against any one or more or group of insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

15.4 Each unit owner shall be required to notify the Board of Directors of, and shall be liable for, any increased insurance premium for insurance maintained by the Board of Directors on all improvements made by the unit owner to his unit, the value of which is in excess of One Thousand and no/100 Dollars (\$1,000.). Each unit owner shall bear the risk of loss for all improvements made to his unit that were not the subject of notice to the Board of Directors.

15.5 Any unit owner who obtains individual insurance coverage covering any portion of the property, other than personal property belonging to such unit owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after obtaining such insurance coverage.

15.6 No unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Board of Directors, on behalf of all the unit owners, may realize under any insurance policy that the Board of Directors may have in force covering the property or any part thereof at any time.

16.

TERMINATION

16.1 In the event two-thirds (2/3) of the property is destroyed or substantially damaged, and if the unit owners vote not to reconstruct the buildings, the property shall be removed from the provisions of the Act without further agreement one hundred and one (101) days after such destruction or damage in accordance with provisions of Paragraph 14.2 hereof.

16.2 If all of the unit owners in person or by proxy vote to remove the property from the provisions of the Act, the property shall be removed from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owners in the property.

16.3 After removal of the property from the Act, the unit owners shall own the property and all assets of the association as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the unit owners. Such undivided interests of the unit owners shall be the same as the percentage of undivided interest in the common areas and facilities appurtenant to the owners' units prior to removal from the Act.

16.4 This Paragraph 16 cannot be amended without consent of all unit owners and all record owners or mortgagees on units.

17. EMINANT DOMAIN

17.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board of Directors and each unit owner shall be entitled to notice thereof and the Board of Directors shall and the unit owners at their respective expense may participate in the proceedings incident thereto.

17.2 With respect to common areas and facilities, damages or awards shall be determined for such taking, injury or destruction as a whole and not for each unit owners' interest therein. After such determination, each unit owner shall be entitled to a share in the damages in the same proportion as his percentage of undivided interest in the common areas and facilities. This provision does not prohibit a majority of unit owners from authorizing the Board of Directors to use such damages or awards for replacing or restoring the common areas and facilities so taken on the remaining land, or on other acquired land, provided that this Declaration and floor plans are duly amended.

17.3 With respect to one or more units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction, pursuant to Paragraph 14 hereof and shall be deposited with the Board of Directors as trustee. Even though the damage or awards may be payable to one or more unit owners, the unit owners shall deposit the damages or awards with the Board of Directors as trustee, and in the event of failure to do so, at the option of the Board of Directors, either a special assessment shall be made against a defaulting unit owner in his unit in the amount of this award or the amount of such award shall be set off against the sums hereafter made payable to such unit owner. The proceeds of the damages or awards shall be distributed or used in a manner and the unit owners of affected units shall have the rights provided in Paragraph 14 for insurance proceeds provided the property is not removed from the provisions of the Act. If the property is not removed from the provisions of the Act, and one or more units are taken, in whole or in part, the taking shall have the following effects:

17.3.1 If the taking reduces the size of a unit and the remaining portion of the unit may be made tenantable, the unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit. The balance of the award, if any, shall be

distributed to the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the unit owner. If there is a balance of the award distributed to the unit owner or mortgagee, the unit owner's percentage of undivided interest in the common areas and facilities shall be equitably reduced. This shall be done by reducing such interest in the proportion by which the floor area of the unit is reduced by the taking, and then recomputing the percentages of undivided interests of all unit owners in the common areas and facilities.

17.3.2 If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award shall be paid to the mortgagee of the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the unit owner. The remainder of the unit, if any, shall become a part of the common areas and facilities and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be done only if approved by a majority of the unit owners. The percentages of undivided interest in the common areas and facilities appurtenant to the units that continue as part of the property shall be equitably adjusted to distribute the ownership of the common areas and facilities among the reduced number of unit owners.

17.3.3 Changes in units, in the common areas and facilities, and in the ownership of the common areas and facilities that are affected by the taking referred to in this Paragraph 17 shall be evidenced by an amendment to this Declaration and the floor plans, which must be approved by all unit owners,

18. MORTGAGE PROTECTION

18.1 The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.

18.2 The Board of Directors shall maintain a roster of unit owners from the evidence of change of ownership furnished to the Board of Directors, which roster shall include the mailing addresses of unit owners. If the Board of Directors has been given sufficient information by unit owners or their mortgagees, the Board of Directors shall maintain another roster which shall contain the name and address of each mortgagee of a unit. Each notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee.

18.3 Any mortgagee on any unit is entitled to written notification from the Board of Directors of any default by the mort-

gagor of such unit in the performance of such mortgagor's obligation under the Declaration which is not cured within thirty (30) days.

18.4 The Board of Directors, when giving notice to a unit owner of a default in paying common charges or unit owner charges or any other default, shall send a copy of such notice to any listed mortgagee holding a listed mortgage covering the unit or units affected by such default.

18.5 A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee comes into possession of the unit.

18.6 The liens created under the Act or pursuant to the Declaration or the Bylaws upon any unit shall be subject and subordinate to, and shall not affect the rights of, a mortgagee upon such interest made in good faith and for value, provided that after the foreclosure sale, said liens, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

18.7 No amendment to this paragraph shall affect the rights of a mortgagee whose interest evidenced by a mortgage was recorded prior to the recordation of any such amendment not otherwise entitled thereto.

19. SALE OR LEASE: RIGHT OF FIRST REFUSAL

19.1 No unit owner may transfer a unit or any interest therein by sale or lease without approval of the Board of Directors, except to another owner. The approval of the Board of Directors required for the transfer of ownership or interest of a unit or lease of a unit shall be requested as follows:

19.1.1 A unit owner intending to make a bona fide sale or lease of a unit or any interest therein shall give the Board of Directors notice of such intention, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchaser or lessee as the Board of Directors may reasonably require. The notice shall be accompanied by an executed copy of the proposed contract of sale or proposed lease.

19.1.2 If the notice to the Board of Directors herein required is not given, at any time after receiving knowledge of the transaction, or of the event transferring ownership or possession of a unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership,

the Board of Directors shall proceed as if it has received the required notice on the date of such disapproval.

19.1.3 Each unit owner required to give notice to the Board of Directors of a transfer or lease of a unit shall pay a reasonable fee to the Board of Directors in an amount determined by the rules and regulations to cover the costs incident to the determination of approval. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid. If the notice is not given, the fee shall be assessed against the unit owner liable for the payment.

19.2 Within thirty (30) days after the receipt of such notice and information, the Board of Directors shall approve or disapprove the proposed sale or lease. If approved, the approval shall be set forth in a certificate executed by the Board of Directors. The certificate shall be delivered to the purchaser and shall be recorded at the expense of the purchaser.

19.3 If the Board of Directors shall disapprove a transfer of ownership of a unit, or an interest in the unit, or a lease of a unit, within thirty (30) days after the receipt of such notice and information, the Board of Directors shall deliver or mail by certified mail to the unit owner an agreement to purchase or lease by a purchaser or lessee approved by the Board of Directors to whom the unit owner must sell or lease the unit upon the following terms:

19.3.1 At the option of the purchaser or the lessee to be stated in the agreement to purchase or lease agreement, the price to be paid or the lease amounts shall be that stated in the disapproved contract to sell or contract to lease; provided, however, that the purchaser or lessee provided by the Board of Directors shall have the option to have the fair market value of the unit or the fair market value of the lease be determined by a group of three M.A.I. appraisers to be selected as follows: The Board of Directors shall select one appraiser, the unit owner or owners desiring to sell or lease shall select one appraiser, and the two appraisers thus selected shall select the third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, as the case may be, the decision of any two of the three shall be binding. The expense of the appraisal shall be paid by the proposed purchaser or lessee. The purchase price shall be paid in cash or upon terms approved by the seller, or the lease terms shall be those as set forth in the proposed lease. The sale or lease shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase or proposed lease, or within thirty (30) days of the determination of the sales price of the lease payments, if such is done through the appraisal method referred to above. A certificate executed by the Board of Directors approving the purchaser or lessee shall be recorded at the expense of the purchaser or lessee.

19.3.2 If the Board of Directors shall fail to provide a purchaser or lessee upon the demand of the selling unit owner, or if a purchaser or lessee furnished by the Board of Directors shall default in the agreement to purchase or lease, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval as provided which shall be recorded at the expense of the purchaser.

19.4 In the event any unit owner shall attempt to sell or lease his unit without affording to the other unit owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

19.5 The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein,

19.6 In no case shall the right of first refusal reserved herein affect the right of a unit owner to subject his unit to a trust deed, mortgage, or other security instrument whereby a bank, insurance company, savings and loan association, or other similar institution becomes the owner and holder of such trust deed, mortgage, or security instrument.

19.7 The failure of or refusal by the Board of Directors to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when a unit owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

19.8 In the event of any default on the part of any unit owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose the same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of this Paragraph 19, and the purchaser (or grantee under such deed in lieu of foreclosure) of such unit shall be thereupon and thereafter subject to the Declaration, the Articles of Incorporation and the provisions of the Bylaws. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the unit free and clear of the provisions of this Paragraph 19, but its grantee shall thereupon and thereafter be subject to all of the provisions hereof.

BOOK 1678 PAGE 532

19.9 The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of the decedent's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of this Paragraph 19.

19.10 The initial sale or transfer of any unit by Declarant shall not be subject to the provisions of this Paragraph 19.

20. CONVEYANCES AND EASEMENTS

20.1 Every deed, lease, mortgage or other instrument may describe a unit by its identifying number set forth in Exhibit A. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise effect the unit owner's corresponding percentage of undivided ownership in the common areas and facilities, as a tenant in common, as set forth in Exhibit A, even though the same is not exactly mentioned or described.

20.2 Every deed, lease, mortgage or other similar instrument shall be deemed to:

20.2.1 Except and reserve with respect to a unit: (i) any portion of the common areas and facilities lying within said unit; (ii) easements through said unit, appurtenant to the common areas and facilities and all other units, for support and repair of the common areas and facilities, the limited common areas and facilities, and all other units; (iii) easements, appurtenant to the common areas and facilities for encroachment upon the air space of said unit by those portions of the common areas and facilities located within said unit.

20.2.2 Include with respect to a unit non-exclusive easements for ingress and support of said unit through the common areas and facilities for the repair of said unit through all other units and through the common areas and facilities.

20.2.3 Except and reserve, with respect to the undivided percentage interest in the common areas and facilities, non-exclusive easements appurtenant to all units for ingress, egress, support and repair.

20.2.4 Include, with respect to the undivided percentage interest in the common areas and facilities, nonexclusive easements through each unit for support and repair of the common areas and facilities and nonexclusive easements for encroachments upon the air space of all of the units by and for the portions of the common areas and facilities lying within the units.

21.

ASSESSMENTS

21.1 Agreement to Pay Assessments

Each owner of a unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Board of Directors to pay his proportionate share of the common expenses and special assessments for capital improvements and other matters in such amounts and at such times as determined by the Board of Directors in accordance with the terms of the Bylaws attached hereto.

21.2 Lien for Unpaid Assessments

All sums assessed to any unit together with interest thereon, shall be secured by a lien on such unit in favor of the Board of Directors. Such lien shall be superior to all other liens and encumbrances, except as provided for in the Bylaws, and foreclosure and collection shall be as therein provided for.

22.

AMENDMENT

Except as provided below in Paragraph 23 regarding the combination of units, and except as prohibited by the Act, or otherwise herein, the provisions of this Declaration may be amended only by an instrument in writing signed and acknowledged by owners who own undivided percentage interests of not less than seventy-five percent (75%) of THE PLAZA WEST, which amendment shall be effective upon recording.

23.

ALTERATION OF COMMON ELEMENTS

Subject to such reasonable regulations as shall be established by the Board of Directors, the owner of any two (2) units which shall be separated only by a common element which is a wall or a floor (including a common element which constitutes a floor of one of the units and a ceiling of the other) may alter or remove all or portions of the intervening wall or floor, if the structural integrity of the building is not thereby affected and if the finish of the common element then remaining is restored to a condition substantially comparable to that of the common element prior to such alteration. The owner of such adjacent units may install in and attach to such opening or openings such service devices, if any, he deems appropriate and may remove and retain ownership of the installed equipment. Upon the termination of the common ownership of such adjacent units, if the intervening wall or floor shall have been altered or removed pursuant to the foregoing provisions, each of the owners of such units shall be obligated to restore such intervening wall or floor to substantially the same condition in which the same existed prior to such alteration or removal.

BOOK 1678 PAGE 534

24.

ENFORCEMENT

Each unit owner shall strictly comply with the provisions of the Declaration, the Bylaws, the community rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or its design-- on behalf of the unit owners, or in an appropriate case, by an aggrieved owner.

25.

SEVERABILITY

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

26.

CAPTIONS

The captions to this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

27.

LAW CONTROLLING

This Declaration, the condominium plat and plans, and Bylaws shall be construed and controlled by and under the laws of the State of Arizona.

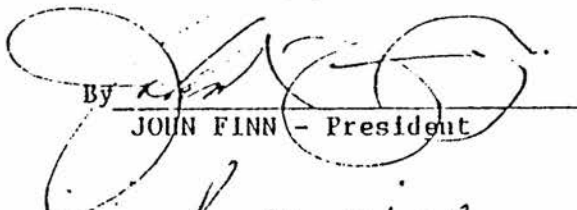
28.

EFFECTIVE DATE

This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1 day of Aug., 1984.

WILLIAMS & FINN DEVELOPMENT CO.,
an Arizona Corporation

By 
JOHN FINN - President

By 
SETH WILLIAMS - Secretary

BDDA 1678 PAGE 535

STATE OF ARIZONA

S.S.

COUNTY OF YAVAPAI

On this 1st day of August, 1984, before me, the undersigned Notary Public, personally appeared JOHN FINN, who acknowledged himself to be the President of WILLIAMS & FINN DEVELOPMENT CO.

In witness whereof, I here unto set my hand and official seal.

SEAL

(Seal)

Linda L. Shosted
NOTARY PUBLIC

My commission expires: 2-3-88

STATE OF ARIZONA

S.S.

COUNTY OF YAVAPAI

On this 1st day of August, 1984, before me, the undersigned Notary Public, personally appeared SETH WILLIAMS, who acknowledged himself to be the Secretary/Treasurer of WILLIAMS & FINN DEVELOPMENT CO.

In witness whereof, I here unto set my hand and official seal.

SEAL

(Seal)

Linda L. Shosted
NOTARY PUBLIC

My commission expires: 2-3-88

A SUBDIVISION OF AIRSPACE UPON A PORTION OF THE SE1/4, SE1/4,
SECTION 11, T17N, R5E, Q4S, R51M, YAVAPAI COUNTY, ARIZONA.

Approved by ISRAELI GOV'T BOARD OF SUPERVISORS: _____ day of _____ 1964
By _____ Chairman _____ Secretary _____ Clerk _____
Approved by ISRAELI GOV'T PLANNING AND BUDGET COMMISSION: _____ day of _____ 1964
By _____ Chairman _____ Secretary _____
Approved by ISRAELI GOV'T BUDGET SUPERVISORS: _____ day of _____ 1964
By _____ Secretary _____
Approved by ISRAELI GOV'T BUILDING: _____ day of _____ 1964
By _____ Secretary _____

TABLE OF AVERAGE TEMPERATURES									
1st of Year					2nd of Year				
WET. MO.	WINDY. FT.	TEMPERATURE.	W. MO.	WINDY. FT.	TEMPERATURE.	W. MO.	WINDY. FT.	TEMPERATURE.	W. MO.
101	715.00	3.000	102	715.00	3.000	103	715.00	3.000	104
105	715.00	3.000	106	715.00	3.000	107	715.00	3.000	108
109	715.00	3.000	110	715.00	3.000	111	715.00	3.000	112
113	715.00	3.000	114	715.00	3.000	115	715.00	3.000	116
117	715.00	3.000	118	715.00	3.000	119	715.00	3.000	120
121	715.00	3.000	122	715.00	3.000	123	715.00	3.000	124
125	715.00	3.000	126	715.00	3.000	127	715.00	3.000	128
129	715.00	3.000	130	715.00	3.000	131	715.00	3.000	132
133	715.00	3.000	134	715.00	3.000	135	715.00	3.000	136
137	715.00	3.000	138	715.00	3.000	139	715.00	3.000	140
141	715.00	3.000	142	715.00	3.000	143	715.00	3.000	144
145	715.00	3.000	146	715.00	3.000	147	715.00	3.000	148
149	715.00	3.000	150	715.00	3.000	151	715.00	3.000	152
153	715.00	3.000	154	715.00	3.000	155	715.00	3.000	156
157	715.00	3.000	158	715.00	3.000	159	715.00	3.000	160
161	715.00	3.000	162	715.00	3.000	163	715.00	3.000	164
165	715.00	3.000	166	715.00	3.000	167	715.00	3.000	168
169	715.00	3.000	170	715.00	3.000	171	715.00	3.000	172
173	715.00	3.000	174	715.00	3.000	175	715.00	3.000	176
177	715.00	3.000	178	715.00	3.000	179	715.00	3.000	180
181	715.00	3.000	182	715.00	3.000	183	715.00	3.000	184
185	715.00	3.000	186	715.00	3.000	187	715.00	3.000	188
189	715.00	3.000	190	715.00	3.000	191	715.00	3.000	192
193	715.00	3.000	194	715.00	3.000	195	715.00	3.000	196
197	715.00	3.000	198	715.00	3.000	199	715.00	3.000	200

CONFIDENTIAL

This is to certify that the necessary steps and other
decision that has resulted stated herein were
prompt and after the necessary steps were completed,
the same: thousands of men of professional and
government working in the state of affairs and what
the same are used and applied to the work of my
longer, understanding and belief.

John F. Kennedy 210-55

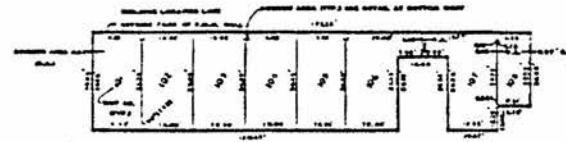
Mr. J. F. Kennedy, Jr., New York, N.Y. 10016

LANDMARK ENGINEERING & SURVEYING, INC.
P.O. DRAWER 1987, SEDONA, ARIZ. 86004; 505-752-7100
JULY 20, 1998

BUILDING A

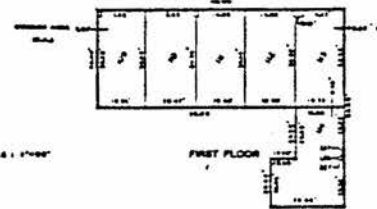
BUILDING B

BUILDING C

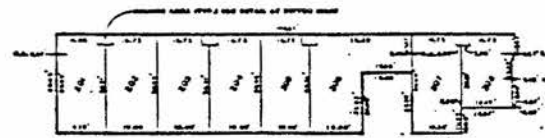
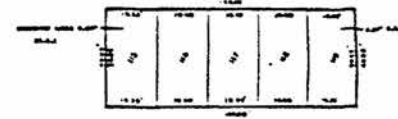


FIRST FLOOR

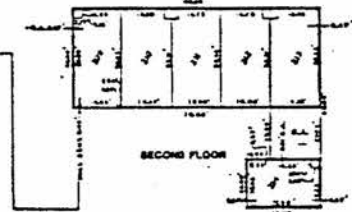
FLOOR PLAN SCALE: 1"=40'



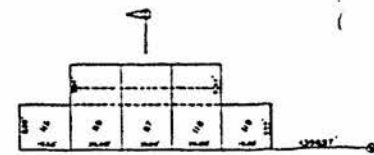
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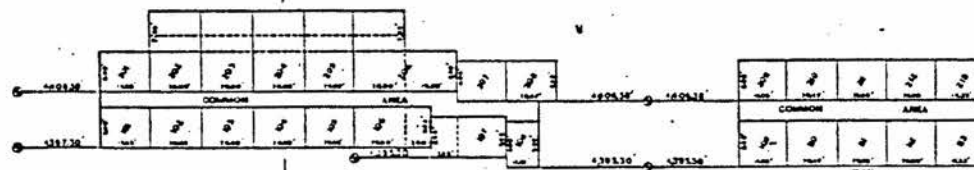
SECOND FLOOR



SECOND FLOOR



ELEVATION



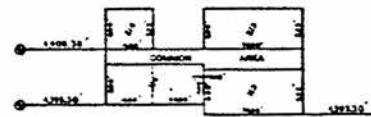
ELEVATION

ELEVATION

ELEVATION SCALE: 1"=40'

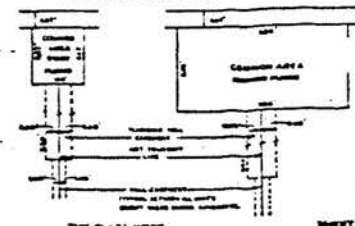


SECTION A-A



ELEVATION

COMMON AREA & WALL EASEMENTS DETAIL



THE PLAZA WEST

SHEET 2 OF 2



LANDMARK ENGINEERING & SURVEYING, INC.
P.O. DRAWER 1987 : BLOOMING, ARIZ. 86538 : 922-2887-F
JULY 26, 1980

Bldg 1078 para 538

EXHIBIT B

A Tract of land in the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 North, Range 5 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the Southeast Corner of said Section 11; then along the East line of said Section 11, North $0^{\circ}06'00''$ West, 341.25 feet; then South $82^{\circ}16'43''$ West, 651.57 feet to the POINT OF BEGINNING for the herein described Tract, said point of beginning being on the Northerly property line of the Sunset Mobile Home Park; then along the said Northerly property line; South $82^{\circ}16'43''$ West, 44.93 feet; North $0^{\circ}36'40''$ East (record North $0^{\circ}33'52''$ East), 100.58 feet; and South $82^{\circ}25'48''$ West (record South $82^{\circ}29'24''$ West), 269.40 feet; then North $0^{\circ}01'54''$ East, 301.29 feet to the Southerly line of right of way (right of way 132 feet wide) for State Highway, U.S.89A; then along said southerly right of way line, North $82^{\circ}22'05''$ East (Highway North $82^{\circ}16'41''$ East), 257.38 feet to the Northwest corner of Basha property; then along the Westerly line of said Basha property, South $7^{\circ}58'11''$ East, 398.38 feet to the POINT OF BEGINNING.

A SUBDIVISION OF AIRSPACE UPON A PORTION OF THE SE1/4, SE1/4,
SECTION 11, T17N, R5E, Q4SE, L1M, YAVAPAI COUNTY, ARIZONA.

1500

The following table shows the number of persons employed in the various occupations in the city of New York, in 1900, and the number of persons employed in the same occupations in 1890. The figures are given in thousands of persons.

Occupation	1900	1890
Total	1,000,000	800,000
Manufacturing	250,000	200,000
Commerce	150,000	120,000
Transportation	100,000	80,000
Services	100,000	80,000
Government	50,000	40,000
Unemployed	50,000	40,000

The above table shows that the number of persons employed in the various occupations in the city of New York, in 1900, was 1,000,000, and that the number of persons employed in the same occupations in 1890 was 800,000. The figures are given in thousands of persons.

1

18. IN WITNESS WHEREOF, I HAVE SIGNED THIS 10th day of January 1964 at San Francisco, California

James H. Holloman, Secretary

James H. Holloman, Secretary

ACTING CHAIRMAN

1

1. Product Name _____
 2. Product Description _____
 3. Product Code _____
 4. Product Price _____
 5. Product Quantity _____
 6. Product Date _____
 7. Product Location _____
 8. Product Status _____
 9. Product Notes _____
 10. Product Comments _____
 11. Product Remarks _____
 12. Product Details _____
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 18. Product History _____
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 24. Product Reliability _____
 25. Product Durability _____
 26. Product Quality _____
 27. Product Quantity _____
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 29. Product Cost _____
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LABORATORY 2

U.S. MAIL PERMIT NO. 1000 NEW YORK, N.Y.

11-11-11

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JACOBINE ENGINEERING & SURVEYING INC
 5. BRANIFF WAY ; MISSISSAUGA, ONT. L4V 1P4
 TEL: 467-1111 FAX: 467-1111

10-1-42

Chas. C. Lawrence 970

BOOK 1678 PAGE 537