

Sale/Lease



1300 N Rim Drive
Flagstaff, AZ 86001-1

Sale \$575,000/Lease
\$4, 200 NNN



About the Property

This space creates a strong first impression in an ideal location, with convenient access to Flagstaff Medical Center. A dedicated walking path connects this suite directly to FMC. The space has been fully remodeled and thoughtfully designed for medical or wellness use, offering a light, bright, and inviting environment. There are 5 offices and two bathrooms, there is a shared entry, waiting room, and storage with the medical office next door. These common areas are included in the square footage. The CCRs show this as medical or wellness office. Of the... [Contact Agent for More]



Susan Weitzman

Broker/CCIM

C: 928-699-3499 |

susanweitzman@mac.com

www.lintonrealestate.net

Agent Report (1)

1300 N Rim DR 1, Flagstaff, AZ 86001

\$4,200

	7051452	Comm/Industry Lease	Active
	Mntly Lse Prc P/SqFt: 1.4 Monthly Lease Price: 4,200 Ttl Apx Net Rnt Spc: 2,215 Type of Property: Medical Office # of Buildings: 1 Stories: 1 Ttl Apx SqFt Bldg: 3,000 Ttl Apx SqFt Land: 3,000 Lot Size Dimensions: Total Parking Spcs: 6 Uncvrd Parking Spcs: 6 Covered Parking Spcs: 0 Year Built: 1982 Volts/Amps: Zoning: Commercial Flood Zone: No		Subdivision: Tax Municipality: Flagstaff Marketing Name: Planned Cmty Name: Type of Property: Medical Office Hun Block: Map Code/Grid: City/Town Code: Flagstaff County Code: Coconino Legal: SUBDIVISION: FOREST HILL MEDICAL CONDO UNIT: A SIXTEENTH: NW QUARTER: NW SECTION: 15 TOWNSHIP: 21N RANGE

Cross Streets: Forest **Directions:** Fort Valley Rd, Right on Forest Ave. Right on Rim Dr.

Public Remarks: This space creates a strong first impression in an ideal location, with convenient access to Flagstaff Medical Center. A dedicated walking path connects the leased suite directly to FMC. The space has been fully remodeled and thoughtfully designed for medical or wellness use, offering a light, bright, and inviting environment. There are 5 offices and two bathrooms; there is a shared entry, waiting room, and storage with the medical office next door. These common areas are included in the square footage. The CCRs show this as medical or wellness office.

Features	Lease Information	Construction & Utilities	County, Tax and Financing
Building Type: Office; Other (See Remarks) Floor Location: Parking Features: Parking Lot; Paved; Off Street Loading Facilities: None Ceiling Height: 8.1 Feet to 10 Feet Business Type: Medical	Type of Lease: NNN Lease Conditions: Other (See Remarks) Lease Includes: Building Only Annual Lease Price: \$50,400 Annual Lse Prc P/SF: \$4,200 Annual CAM/SqFt: \$9,254.34 Annual Exp Stop/SqFt: \$717.2 Base Rent Escalation: Yes Lease Year (Min-Max): 3-5 Space Divisible: No Suite Size Avail Max: 2215 Move in Costs: Other (See Remarks) Landlord Pays: None Tenant Pays: Gas; Electricity; Exterior Repair; Water; Sewer; Trash Collection; Contents Insurance; Liability Insurance; Janitorial Service; Common Area Maintenance; Parking Area Maint; Taxes	Construction: Block; Wood Frame Roofing: Composition Floors: Tile Water Source: Individual Meter Sewer: Sewer - Public Gas: Natural Gas Electric: None Heating: Forced Air; Natural Gas; Heat Pump Cooling: Central Air; Heat Pump Environmental: None	County Code: Coconino Legal Description (Abbrev): AN: 101-40-001 Town-Range-Section: -- Taxes/Yr: \$3,804/2025

Listing Dates	Price Info	Listing Contract Info
CDOM/ADOM: 5 / 5 List Date: 07/08/2026 Expire Date: 01/02/2027 Status Change Date: 07/08/2026	Original List Price: \$4,200 List Price: \$4,200	Type: Exclusive Right To Lease

Private Remarks: Of the total rent-able 2215 sf, 654 is a common waiting room and entry with the Suite next door. 230 sf is a common storage area with the suite next door located under the building, and is not included in the total rent-able square footage. NNN is 417.80 mon. The CCRs show this as a medical or wellness office. Tenant or Buyer to verify the SF to their satisfaction.

Office Remarks:

Showing Instructions	Owner/Occupant Information	Property Access
Permission Required to Show: Yes Showing Service: Aligned Showings Showing Notification Methods: Showing Service; Aligned Showings		Lockbox Type: See Private Remarks

	Name	Office	Primary Phone	Office Phone	E-mail	Mobile and Home	Fax
LA	Susan Weitzman sw13060 BR006602000	Linton Real Estate, LLC Irel546 LC558926000	928-699-3499	928-779-4411	susanweitzman@mac.com	928-699-3499 928-699-3499	928-779-5935

Active	List Number: 204828	Address: 1300 N Rim DR 1, Flagstaff, AZ 86001	Unit #: 1	List Price: \$575,000
	County: Coconino	Cross Street: Fort Valley Rd		Sold Price:

	Property Type: Comm/Industry Region: 10 - North West City Area: 130 - NoHo Year Built: 1982 / APN: 10140001 Taxes: \$3,804 / 2025 Zoned: C ADOM/CDOM: 30/30 Geo Lat: 35.209638 Geo Lon: -111.647414	Property Sub-Type: Office Ground Lease YN: No Lease Frequency: Gross SqFt: 2,215 List Price/SqFt: 259.59 Acres: / Acres: To Show: CLO/KILO; No Sign on Prop.
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Listing Office: Linton Real Estate			
Legal Description: Forest Hills Medical Condo Unit A (Part Of) Directions: 180 N. Right on W Forest Ave. Right on N Rim Drive. Public Remarks: This impressive professional space creates a strong first impression in an ideal location, with convenient access to Flagstaff Medical Center. A dedicated walking path connects the leased suite directly to FMC. The space has been fully remodeled and thoughtfully designed for medical or wellness use, offering a light, bright, and inviting environment. In addition to 5 offices and two bathrooms, there is a shared entry, waiting room, and storage with the medical office next door. These common areas are not included in the square footage. Private Remarks: The CCRs show this as a medical or wellness office. Of the total rentable 2215 square footage, 654 is a common waiting room and entry with the suite next door. 230 square feet is a common storage area with the suite next door and is located under the building and is not included in the gross sf. 1561 square feet are private to the Subject. Buyer or tenant to verify the SF to their satisfaction.			
<table border="0"> <tr> <td> Construction: One Story Docs on File: Other: Floor Plan Exterior Amenities: Handic. Access; Landscaped; Storage; Wooded Exis Fee/Docs: Freeway Turn Time: 5-9 Min Flood Zone: None General Land Info: Grnd Lease Amt \$: Grnd Lease From: Lease Expiration Date: </td> <td> Heating: Central Interior Amenities: Laundry; Other: breakroom Inc/Exp (Annual): Location: Condo. Bldg. Lot Street Imprvmnts: Paved Parking; Sidewalks Leases: Management: Owner </td> <td> Occupancy: Owner Occupied Possession: Roof: Util Pd by Tenant: Terms of Sale: To Show: CLO/KILO; No Sign on Prop. Utilities: Zoning - City: Zoning - County: </td> </tr> </table>	Construction: One Story Docs on File: Other: Floor Plan Exterior Amenities: Handic. Access; Landscaped; Storage; Wooded Exis Fee/Docs: Freeway Turn Time: 5-9 Min Flood Zone: None General Land Info: Grnd Lease Amt \$: Grnd Lease From: Lease Expiration Date:	Heating: Central Interior Amenities: Laundry; Other: breakroom Inc/Exp (Annual): Location: Condo. Bldg. Lot Street Imprvmnts: Paved Parking; Sidewalks Leases: Management: Owner	Occupancy: Owner Occupied Possession: Roof: Util Pd by Tenant: Terms of Sale: To Show: CLO/KILO; No Sign on Prop. Utilities: Zoning - City: Zoning - County:
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Interior Amenities: Laundry; Other: breakroom			
<table border="0"> <tr> <td> Agreement Type: Exclusive Right To Sell Owner/Agent: No </td> <td> Expire Date: 01/02/2027 Public Marketing Date: 06/09/2026 Listing Agreement Date (Historical): </td> <td> Status Change Date: 06/09/2026 </td> </tr> </table>	Agreement Type: Exclusive Right To Sell Owner/Agent: No	Expire Date: 01/02/2027 Public Marketing Date: 06/09/2026 Listing Agreement Date (Historical):	Status Change Date: 06/09/2026
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LO: Linton Real Estate 928-779-4411 Fax: 928-779-5935

LA: Susan Weitzman 928-779-4411 susanweitzman@mac.com BR006602000

LC558926000

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South Entrance



Courtyard



Courtyard



Waiting Room 1



Courtyard

Waiting Room 2A



Office 1



Office 1



Office 2



Storage



Storage

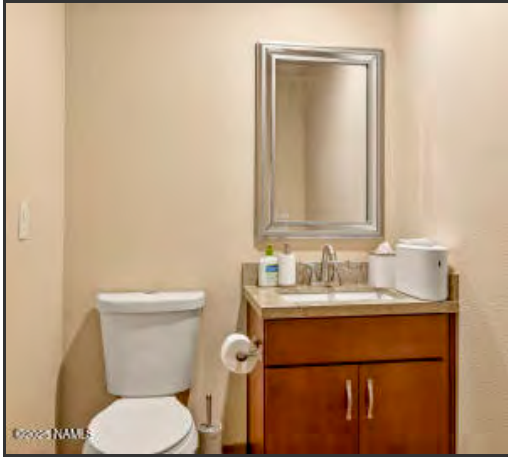


Entry



Entry



Bathroom 1**Kitchen & Laundry****Kitchen & Laundry A****Waiting Room 2A****Treatment Room 1A****Waiting Room 2**

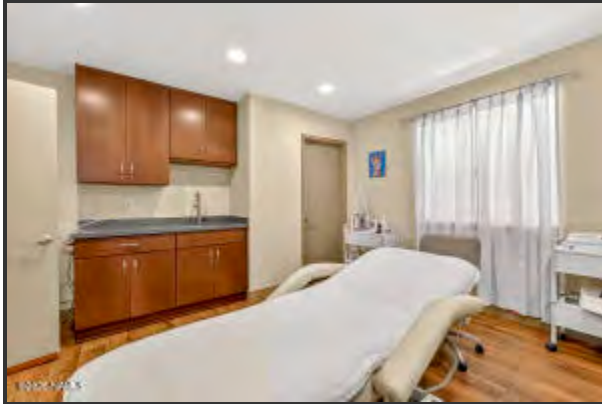
Treatment Room 1C



Treatment Room 1B



Treatment Room 2C



Treatment Room 2B



Treatment Room 2A



Treatment Room 2D



North Entry**Hallway****Bathroom 2**

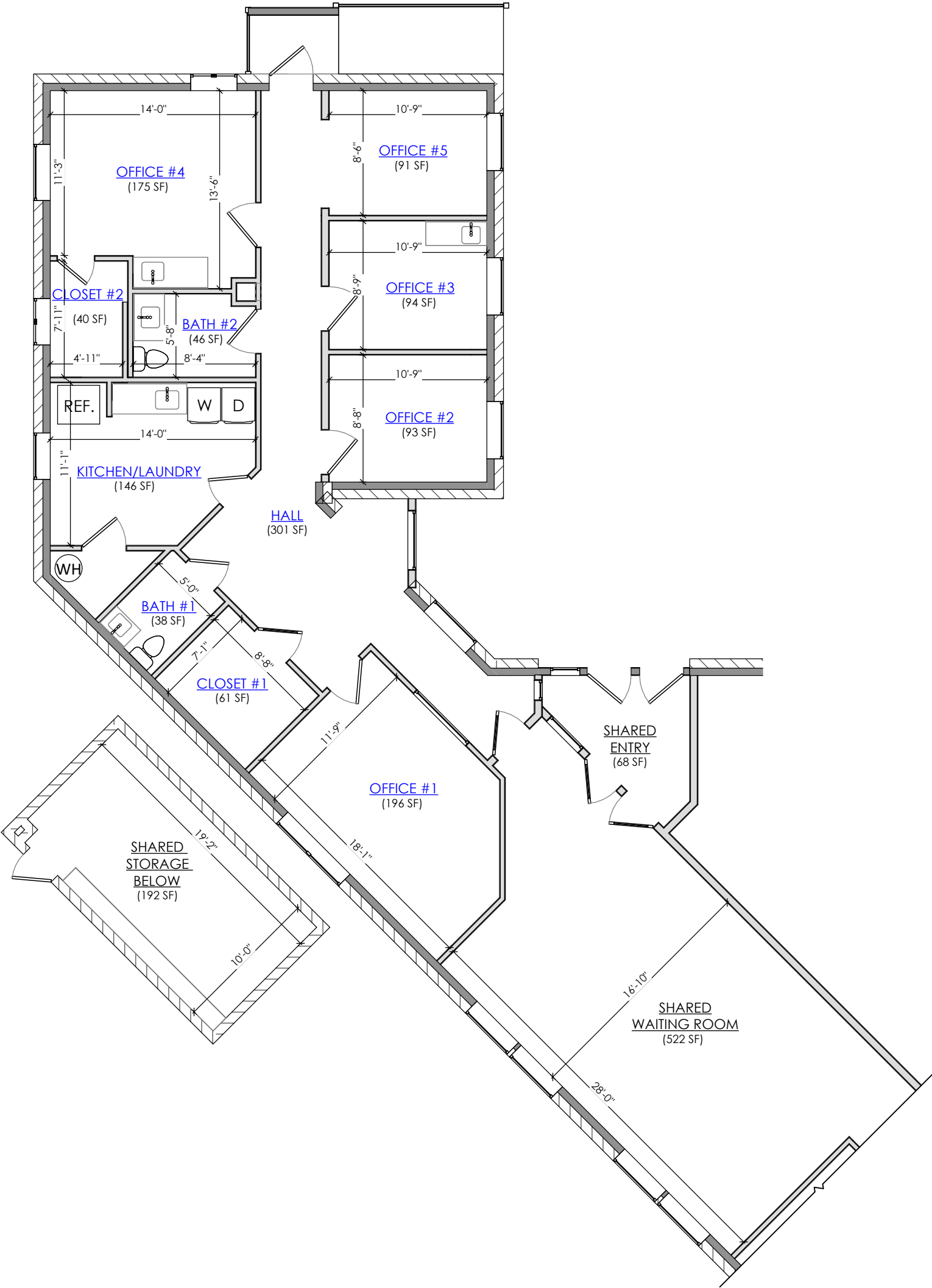
1300 N Rim Dr., Unit 1, Flagstaff, AZ 86001

Forest Hills Medical Condos

The HOA pays for all exterior grounds maintenance and all exterior building maintenance.

2025 Property Taxes: \$3804.34

2025 HOA Fees: \$ 4,250.00; the cost is subject to annual adjustment.



1 FLOOR PLAN
A 1/8" = 1'-0"

WHEN RECORDED, RETURN TO:

STEVEN L. LISKER, ESQ.
O'Connor, Cavanagh, et al.
One East Camelback Road
Suite 1100
Phoenix, Arizona 85012-1434

	CANDACE OWENS COCONINO COUNTY RECORDER OFFICIAL RECORDS OF COCONINO COUNTY
INST: 94-30141 FEE:\$ 39.00	
AT THE REQUEST OF:	
FIRST AMERICAN TITLE	
DATE: 09/09/1994 TIME: 04:35	
DKT: 1705 PG: 373 PAGES: 034	

CONDOMINIUM DECLARATION

FOR

FOREST HILL MEDICAL CENTER CONDOMINIUM

1705-373

14

CONDOMINIUM DECLARATION
FOR
FOREST HILL MEDICAL CENTER CONDOMINIUM

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**CONDOMINIUM DECLARATION
FOR
FOREST HILL MEDICAL CENTER CONDOMINIUM**

This Condominium Declaration for Forest Hill Medical Center Condominium, is made this 5th day of August, 1994, by Forest Hill Medical Center, an Arizona general partnership.

ARTICLE 1

DEFINITIONS

1.1 General Definitions. Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time.

1.2 Defined Terms. The following capitalized terms shall have the general meanings described in the Act and for purposes of this Declaration shall have the specific meanings set forth below:

1.2.1 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.2.2 "Assessments" means the Common Expense Assessments and Special Assessments levied and assessed against each Unit pursuant to Article 7 of this Declaration.

1.2.3 "Assessment Lien" means the lien granted to the Association by the Condominium Act to secure the payment of Assessments, monetary penalties and other charges owed to the Association.

1.2.4 "Association" means Forest Hill Medical Center Condominium Owners Association, an Arizona nonprofit corporation, its successors and assigns.

1.2.5 "Board of Directors" means the Board of Directors of the Association.

1.2.6 "Building" means the structures designated as buildings on the Plat.

1.2.7 "Bylaws" means the Bylaws of the Association, as amended from time to time.

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1.2.8 "Common Elements" means all portions of the Condominium other than the Units.

1.2.9 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.2.10 "Common Expense Assessment" means the assessment levied against the Units pursuant to Section 7.2 of this Declaration.

1.2.11 "Common Expense Liability" means the liability for common expenses allocated to each Unit by this Declaration.

1.2.12 "Condominium" means the real property located in Coconino County, Arizona, which is described in Exhibit A attached to this Declaration, together with all Buildings and other Improvements located thereon.

1.2.13 "Condominium Act" means the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time.

1.2.14 "Condominium Documents" means this Declaration and the Articles, Bylaws, and the Rules.

1.2.15 "Declarant" means Forest Hill Medical Center, an Arizona general partnership, and its successors and any person or entity to whom it may transfer any Special Declarant Right.

1.2.16 "Declaration" means this Condominium Declaration, as amended from time to time.

1.2.17 "Development Rights" means any right or combination of rights reserved by or granted to the Declarant in this Declaration to do any of the following:

- (i) Add real estate to the Condominium;
- (ii) Create easements, Units, Common Elements or Limited Common Elements within the Condominium;
- (iii) Subdivide Units, convert Units into Common Elements or convert Common Elements into Units;
- (iv) Withdraw real estate from the Condominium;
- (v) Make the Condominium part of a larger condominium or planned community;

(vi) Amend the Declaration during the Period of Declarant Control to comply with the Condominium Act or any other applicable law or to correct any error or inconsistency in the Declaration in the amendment does not adversely affect the rights of any Unit Owner;

(vii) Amend the Declaration during the Period of Declarant Control to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

1.2.18 "First Mortgage" means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust on the same Unit.

1.2.19 "First Mortgagee" means the holder of any First Mortgage.

1.2.20 "Improvement" means any physical structure, fixture or facility existing or constructed, placed, erected or installed on the land included in the Condominium, including, but not limited to, buildings, private drives, paving, fences, walls, hedges, plants, trees and shrubs of every type and kind.

1.2.21 "Limited Common Elements" means a portion of the Common Elements specifically designated in this Declaration as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more but fewer than all of the Units.

1.2.22 "Member" means any Person who is or becomes a member of the Association.

1.2.23 "Period of Declarant Control" means the time period commencing on the date this Declaration is recorded with the County Recorder of Coconino County, Arizona, and ending on the earlier of: (i) Ninety (90) days after the conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant; or (ii) Four (4) years after all Declarants have ceased to offer Units for sale in the ordinary course of business.

1.2.24 "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.2.25 "Plat" means the condominium plat for Forest Hill Medical Center Condominium, which plat has been recorded in Book ~~1~~ of Maps, page ~~1~~, records of Coconino County, Arizona, and any amendments, supplements or corrections thereto.

Page 5

Map 100-1000

1.2.26 "Purchaser" means any Person, other than the Declarant, who by means of a voluntary transfer becomes a Unit Owner, except for a Person who purchases a Unit and then leases it to the Declarant for use as a model in connection with the sale or lease of other Units, or a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right.

1.2.27 "Rules" means the rules and regulations adopted by the Association, as amended from time to time.

1.2.28 "Special Declarant Rights" means any right or combination of rights reserved by or granted to the Declarant in this Declaration or by the Condominium Act to do any of the following:

- (i) Construct Improvements provided for in this Declaration or shown on the Plat;
- (ii) Exercise any Development Right;
- (iii) Maintain sales offices, management offices, models, and signs advertising the Condominium;
- (iv) Use easements through the Common Elements for the purpose of making Improvements within the Condominium or within the Additional Property;
- (v) Appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control.

1.2.29 "Unit" means a portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.5 of this Declaration.

1.2.30 "Unit Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include Persons having an interest in a Unit merely as security for the performance of an obligation, or a lessee or tenant of a Unit. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract subject to A.R.S. § 33-741, et seq. Unit Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to executory contracts pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the Trustor shall be deemed to be the Unit Owner. In the case of Units the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the

beneficiary of any such trust who is entitled to possession of the Unit shall be deemed to be the Unit Owner.

ARTICLE 2

SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

2.1 Submission of Property. Declarant hereby submits the real property described on Exhibit A attached to this Declaration, together with all Improvements situated thereon and all easements, rights and appurtenances thereto, to the provisions of the Condominium Act for the purpose of creating a condominium in accordance with the provisions of the Condominium Act and hereby declares that the real property described on Exhibit A attached to this Declaration, together with all Improvements situated thereon, and all easements, rights and appurtenances thereto, shall be held and conveyed subject to the terms, covenants, conditions and restrictions set forth in this Declaration.

2.2 Name of Condominium. The name of the Condominium created by this Declaration is Forest Hill Medical Center Condominium.

2.3 Name of Association. The name of the Association is Forest Hill Medical Center Condominium Owners Association.

2.4 Identifying Numbers of Units. The identifying numbers of the Units are A through E, inclusive.

2.5 Unit Boundaries.

2.5.1 The boundaries of each Unit are the interior unfinished surfaces of the perimeter walls, floor, ceiling, doors and windows of the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the walls, floor and ceiling are part of the Unit, and all other portions of the walls, floor and ceiling are part of the Common Elements.

2.5.2 Any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture, whether located within or outside of the boundaries of a Unit, which serve only that Unit, is a Limited Common Element allocated solely to that Unit, and any portion serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

2.5.3 Subject to the provisions of Subsection 2.5.2 of this Declaration, all spaces, interior partitions and other fixtures and Improvements within the boundaries of a Unit are part of the Unit.

2.5.4 Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, entryways or patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

2.5.5 In the event of any inconsistency or conflict between the provisions of this Section and the Plat, this Section shall control.

2.5.6 The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the Buildings and regardless of any variances between the boundaries shown on the Plat and the actual physical boundaries.

2.5.7 Declarant reserves the right to relocate the boundaries between adjoining Units owned by the Declarant and to reallocate each such Unit's Common Element interest, votes in the Association and Common Expense Liabilities subject to and in accordance with A.R.S. § 33-1222.

2.6 Allocation of Common Element Interest and Common Expense Liabilities. The undivided interests in the Common Elements and in the Common Expenses of the Association shall be allocated among the Units based on the square footage of each Unit as compared to the square footage of all Units. Each Unit's percentage interest in the Common Elements and in the Common Expenses of the Association shall be as set forth on Exhibit "B" attached to this Declaration.

2.7 Allocation of Votes in the Association. The total votes in the Association shall be equal to the number of Units. The votes in the Association shall be allocated equally among all the Units with each Unit having one (1) vote.

2.8 Allocation of Limited Common Elements.

2.8.1 The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows:

- (i) The area identified on the Plat as Lobby 1 is allocated to the exclusive use of Units A and B.
- (ii) The area identified on the Plat as Lobby 2 is allocated to the exclusive use of Units D and E.

(iii) Any chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixtures, whether located within or outside of the boundaries of a Unit, which serve only one Unit is a Limited Common Element allocated solely to the Unit served;

(iv) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixtures lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one Unit or a portion of the Common Elements is a part of the Common Elements;

(v) Any shutters, awnings, window boxes, doorsteps, stoops, porches and exterior doors and windows or other fixtures designed to serve a single Unit, located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit;

(vi) Each furnace shown on the Plat, except for the furnace adjacent to the area designated on the Plat as "Office" is a Limited Common Element allocated to the exclusive use of the Unit served.

2.8.2 A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of Section 33-1218(B) of the Condominium Act.

2.8.3 The Board of Directors shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element or not leased to a Unit Owner or the lessee of a Unit pursuant to Section 2.8.4 of this Declaration. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

2.8.4 The Board of Directors, without a vote of the Members, shall have the right to cause the Association to lease to a Unit Owner or the lessee of a Unit one or more of the parking spaces shown on the Plat upon such terms as are acceptable to the Board of Directors.

ARTICLE 3

EASEMENTS

3.1 Utility Easement. There is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing

or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed, approved and constructed by the Declarant or as approved by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements.

3.2 Easements for Ingress and Egress. There is hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements. Such easements shall run in favor of and be for the benefit of the Unit Owners and lessees of the Units and their employees, agents and invitees.

3.3. Unit Owners' Easements of Enjoyment.

3.3.1 Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements;

(ii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act;

(iii) All rights and easements set forth in this Declaration including, but not limited to, the rights and easements granted to the Declarant by Sections 3.4 and 3.5 of this Declaration;

(iv) The right of the Association to suspend the right of a Unit Owner and any lessee of his Unit to use the Common Elements for any period during which the Unit Owner is in violation of any provision of the Condominium Documents.

3.3.2 If a Unit is leased or rented, the lessee and the other persons entitled to use the Unit pursuant to the lease shall have the right to use the Common Elements during the term of the lease, and the Unit Owner shall have no right to use the Common Elements until the termination or expiration of the lease.

3.3.3 A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

3.3.4 The provisions of this Section 3.1 shall not apply to any of the Limited Common Elements that are allocated to one or more but less than all of the Units.

3.4 Declarant's Use for Sales And Leasing Purposes.

3.4.1 Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and models throughout the Condominium and to maintain one or more advertising signs on the Common Elements while the Declarant is selling or leasing Units in the Condominium. Declarant reserves the right to place models, management offices and sales and leasing offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate.

3.4.2 Declarant may from time to time relocate models, management offices and sales and leasing offices to different locations within the Condominium. Upon the relocation of a model, management office or sales and leasing office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom.

3.4.3 So long as Declarant is marketing Units in the Condominium for sale or lease, Declarant shall have the right to restrict the use of the parking spaces which are not allocated as Limited Common Elements. Such right shall include reserving such spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities.

3.4.4 The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium that has not been represented to the Association as property of the Association. The Declarant reserves the right to remove from the Condominium any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

3.5 Declarant's Rights and Easements.

3.5.1 Declarant shall have the right and an easement on and over the Common Elements to construct the Common Elements and the Units shown on the Plat and all other Improvements the Declarant may deem necessary and to use the Common Elements and any Units owned by Declarant for construction or renovation related purposes

including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work in the Condominium.

3.5.2 Declarant shall have the right and an easement on, over and under those portions of the Common Elements not located within the Buildings for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

3.5.3 The Declarant shall have an easement through the Units for any access necessary to complete any renovations, warranty work or modifications to be performed by Declarant.

3.5.4 The Declarant shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration.

3.6 Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

3.7 Common Elements Easement in Favor of the Association. The Common Elements shall be subject to an easement in favor of the Association and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements and for the purpose of exercising all rights of the Association and discharging all obligations of the Association.

3.8 Common Elements Easement in Favor of Unit Owners. The Common Elements shall be subject to the following easements in favor of the Units benefitted:

3.8.1 For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

3.8.2 For the installation, repair, maintenance, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any

part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

3.8.3 For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

3.8.4 For the maintenance of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of the Common Elements.

3.8.5 For the performance of the Unit Owners' obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 5.2 of this Declaration.

3.9 Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

3.9.1 For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

3.9.2 For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements;

3.9.3 For correction of emergency conditions in one or more units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.

3.9.4 For the purpose of enabling the Association, the Board of Directors or any other committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

3.9.5 For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements in order to verify that the

provisions of the Condominium Documents are being complied with by the Unit Owners, their guests, tenants, invitees, employees and agents.

3.10 Easement for Unintended Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, shifting or settling, or alteration or restoration authorized by this Declaration or any reason other than the intentional encroachment on the Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

ARTICLE 4

USE AND OCCUPANCY RESTRICTIONS

4.1 Commercial Use. All Units shall be used only for offices permitted under the the zoning ordinances of the City of Flagstaff, Arizona, of Arizona licensed attorneys, Arizona licensed certified public accountants and health care professionals eligible for privileges at Flagstaff Medical Center, subject to the right of the Board of Directors to adopt rules and regulations limiting or prohibiting certain uses.

4.2 Antennas. No antenna, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of the Condominium whether attached to a Building or structure or otherwise, unless approved by the Board of Directors.

4.3 Utility Service. Except for lines, wires and devices existing on the Condominium as of the date of this Declaration and maintenance and replacement of the same, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Condominium unless they are installed and maintained underground or concealed in under or on Buildings or other structures permitted under this Declaration.

4.4 Improvements and Alterations. Any Unit Owner may make nonstructural additions, alterations and improvements within his Unit without the prior written approval of the Board of Directors, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements. No Unit Owner shall make any structural additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Unit Owner receives the prior written approval of the Board of Directors and an architect or engineer, licensed in

Arizona, certifies that such addition, alteration or improvement will not impair the structural integrity of the Building within which such addition, alteration or improvement is to be made. The Unit Owner shall be responsible for any damage to other Units and to the Common Elements which results from any such additions, alterations or improvements. Notwithstanding the foregoing, no addition, alteration or improvement within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit, whether structural or not, which would be visible from the exterior of the Unit shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements. No Unit Owner shall make any addition, alteration or improvement to the Common Elements without the prior written approval of the Board of Directors.

4.5 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board of Directors. The Board of Directors shall have the right to subscribe to a trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit.

4.6 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the uses permitted by this Declaration, and except that which Declarant or the Association may require for the construction, operation and maintenance of the Common Elements.

4.7 Animals. No animals, birds, fowl, poultry or livestock shall be maintained or kept in any Units or on any other portion of the Condominium without the prior written approval of the Board.

4.8 Mineral Exploration. No portion of the Condominium shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

4.9 Diseases and Insects. No Unit Owner shall permit any thing or condition to exist upon the Condominium which could induce, breed or harbor infectious plant diseases or noxious insects.

4.10 Motor Vehicles. Except for emergency repairs, no automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed, serviced or repaired on any portion of the Condominium, and no inoperable vehicle may be stored or parked on

any portion of the Condominium. No automobile, motorcycle, motorbike or other motor vehicle shall be parked upon any part of the Condominium except in such parking spaces as may exist from time to time on the Common Elements. The Board of Directors may adopt rules and regulations prohibiting, restricting or limiting the type, size and number of motor vehicles that may be parked on the Common Elements.

4.11 Towing of Vehicles. The Board of Directors shall have the right to have any automobile, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment.

4.12 Signs. No signs (including, but not limited to, "For Sale" or "For Rent" signs) other than a name and address sign not exceeding 9 x 30 inches in size shall be permitted on the exterior of any Unit or Building or any other portion of the Condominium without the prior written approval of the Board of Directors.

4.13 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

4.14 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Unit Owner or other lessee of a Unit or is an annoyance to any Unit Owner or lessee. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

4.15 Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board of Directors. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to the Unit shall be constructed or installed without the prior written consent of the Board of Directors.

4.16 Limitation on Leasing of Units. All leases of Units or any part thereof shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Documents, and any failure by the lessee to comply with the terms of the Condominium Documents shall be a default under the lease. Upon leasing

Unit, a Unit Owner shall promptly notify the Association of the commencement date and termination date of the lease and the names of each lessee or other person who will be using the Unit during the term of the lease.

4.17 Declarant Approval Required. After the expiration of the Period of Declarant Control and for so long as the Declarant owns any Unit, any action for which the consent or approval of the Board of Directors is required under this Declaration may be taken only if such action is also consented to or approved by the Declarant.

ARTICLE 5

MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

5.1 Duties of the Association. The Association shall maintain, repair and replace all Common Elements, whether located inside or outside the Units, except for the Limited Common Elements which the Unit Owners are obligated to maintain, repair and replace pursuant to Section 5.2 of this Declaration. The cost of all such maintenance, repairs and replacements shall be a Common Expense and shall be paid for by the Association.

5.2 Duties of Unit Owners.

5.2.1 Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit.

5.2.2 Each Unit Owner shall be responsible for the maintenance and repair of the Limited Common Elements allocated to his Unit pursuant to Subsections 2.5.2, the glass windows and exterior doors allocated to the Unit as Limited Common Elements pursuant to Section 2.8.1(v), and the furnace allocated to the Unit pursuant to Section 2.8.1(vi).

5.3 Repair or Restoration Necessitated by Owner. Each Unit Owner shall be liable to the Association for any damage to the Common Elements or the Improvements, landscaping or equipment thereon which results from the negligence or willful conduct of the Unit Owner or any lessee, employee, agent or contractor of the Unit Owner. The cost to the Association of any such repair, maintenance or replacements required by such act of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

5.4 Unit Owner's Failure to Maintain. If a Unit Owner fails to maintain in good condition and repair his Unit or any Limited Common Element which he is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not

performed within fifteen (15) days after written notice has been given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming unit Owner pursuant to Subsection 7.2.4 of this Declaration.

ARTICLE 6

THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP

6.1 Rights, Powers and Duties of the Association. No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act. The Association shall have the right to finance capital improvements in the Condominium by encumbering future Assessments if such action is approved by the written consent or affirmative vote of Unit Owners representing more than fifty percent (50%) of the votes in the Association. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

6.2 Directors and Officers.

6.2.1 During the Period of Declarant Control, the Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association who do not have to be Unit Owners.

6.2.2 Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors which must consist of at least three members, at least a majority of whom must be Unit Owners. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association.

6.2.3 The Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

6.3 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use of any area by any Unit Owner or by any invitee, licensee or lessee of such Unit Owner.

6.4 Composition of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners.

ARTICLE 7

ASSESSMENTS

7.1 Preparation of Budget.

7.1.1 At least sixty (60) days before the beginning of each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited, to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (iii) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; (iv) the cost of water, sewer, electric and other utility services to the Condominium which are not separately metered for each Unit; and (v) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units pursuant to Subsection 7.2.4, 7.2.5 and 7.2.7 of this Declaration.

7.1.2 Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Unit Owner a summary of the budget and a statement of the amount of the Common Expense Assessment assessed against the Unit of the Unit Owner in accordance with Section 7.2 of this Declaration. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 7.2 of this Declaration, and each Unit Owner shall continue to pay the Common Expense Assessment against his Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Directors.

7.1.3 The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

7.2 Common Expense Assessment

7.2.1 For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to Subsections 7.2.4 and 7.2.5 of this Declaration) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability as set forth in Section 2.2 of this Declaration. The amount of the Common Expense Assessment assessed pursuant to this Subsection 7.2.1 shall be in the sole discretion of the Board of Directors. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Board of Directors.

7.2.2 The Common Expense Assessments shall commence as to all Units on the first day of the month following the conveyance of the first Unit to a Purchaser. The first Common Expense Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Common Expense Assessments or Special Assessments be paid in installments.

7.2.3 Except as otherwise expressly provided for in this Declaration, all Common Expenses including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element, shall be assessed against all of the Units in accordance with Subsection 7.2.1 of this Declaration.

7.2.4 If any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that Common Expense exclusively against his Unit.

7.2.5 Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.

7.2.6 All Assessments, monetary penalties and other fees and charges levied against a Unit shall be the personal obligation of the Unit Owner of the Unit at the time the Assessments, monetary penalties or other fees and charges became due. The personal obligation of a Unit Owner for Assessments, monetary penalties and other fees and charges levied against his Unit shall not pass to the Unit Owner's successors in title unless expressly assumed by them.

7.2.7 The furnace shown on the Plat as adjacent to Unit B serves both Unit B and the Association's Office, which is designated on the Plat as the "Office." The Owner of Unit B shall pay a proportionate share of the Common Expenses for the maintenance, repair and replacement of such furnace based on the relative square footage of Unit B and the Office. Therefore, seventy-eight percent (78%) of the Common Expenses for the maintenance, repair and replacement of such furnace shall be assessed only against Unit B.

7.3 Special Assessments. In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes in the Association who are voting in person or by proxy at a meeting duly called for such purpose. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

7.4 Effect of Nonpayment of Assessments; Remedies of the Association.

7.4.1 Any Assessment, or any installment of an Assessment, which is not paid within five (5) days after the Assessment first became due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of interest established from time to time by the Board of Directors.

7.4.2 All Assessments, monetary penalties and other fees and charges imposed or levied against any Unit or Unit Owner shall be secured by the Assessment Lien as provided for in the Condominium Act. The recording of this Declaration constitutes record notice and perfection of the Assessment Lien, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Assessment Lien, the Association shall have the right but not the obligation, to record a notice setting forth the amount of any delinquent assessments, monetary penalties or other fees or charges imposed or levied against a Unit or the Unit Owner which are secured by the Assessment Lien.

7.4.3 The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law including, but not limited to: (i) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; or (ii) bringing an action to foreclose its Assessment Lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale.

7.5 Subordination of Assessment Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments, monetary penalties and other fees and charges against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this Section may be reallocated and assessed to all Units as at Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner.

7.6 Exemption of Unit Owner. No Unit Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his Unit.

7.7 Certificate of Payment. The Association on written request shall furnish to a lienholder, Unit Owner or person designated by a Unit Owner a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement.

7.8 No Offsets. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

7.9 Working Capital Fund. To insure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser of a Unit from the Declarant shall pay to the Association, immediately upon becoming the Unit Owner of the Unit, a sum equal to one monthly installment of the Common Expense Assessment for the Unit. Such amount shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

7.10 Surplus Funds. Surplus funds of the Association remaining after payment of or provisions for Common Expenses and any prepayment of reserves may in the discretion of the Board of Directors either be returned to the Unit Owners pro rata in accordance with each Unit Owner's Common Expense Liability or be credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expense Assessments.

7.11 Monetary Penalties. In accordance with the procedures set forth in the Bylaws, the Board of Directors shall have the right to levy reasonable monetary penalties against a Unit Owner for violations of the Condominium Documents.

7.12 Transfer Fee. Each Purchaser of a Unit shall pay to the Association immediately upon becoming the Owner of the Unit a transfer fee in such amount as is established from time to time by the Board of Directors.

ARTICLE 8

INSURANCE

8.1 Scope of Coverage.

8.1.1 Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Unit Owners, issued under a standard form "All Risk of Direct Physical Loss Form" in an amount equal to the maximum insurable replacement value of the Common Elements and Units, as determined by the Board of Directors; provided, however that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property insurance policy.

(ii) Broad Form Comprehensive general liability insurance, for a limit to be determined by the Board, but not less than \$1,000,000.00 for any single occurrence. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such policy shall include (i) a cross liability clause to cover liabilities of the Unit Owners as a group to a Unit Owner, (ii) medical payments insurance and contingent liability coverage arising out of the use of hired and nonowned automobiles, and (iii) coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

(iii) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona.

(iv) Directors' and officers' liability insurance covering all the directors and officers of the Association in such limits as the Board of Directors may determine from time to time.

(v) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, the members of any committee or the Board of Directors or the Unit Owners.

(vi) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(a) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

(b) There shall be no subrogation with respect to the Association, its agents, servants, and employees against Unit Owners and tenants.

(c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(d) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(e) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(f) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(g) For policies of hazard insurance, a First Mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(h) Any Insurance Trust Agreement will be recognized by the insurer.

8.1.2 If, at the time of a loss insured under an insurance policy purchased by the Association, the loss is also insured under an insurance policy purchased by a Unit Owner, the Association's policy shall provide primary coverage.

8.2 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

8.3 Insurance Obtained by Unit Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Unit Owner from obtaining insurance for his own benefit and at his own expense covering his unit, his personal property and providing personal liability coverage.

8.4 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interest may appear, and the proceeds shall be disbursed and applied as provided for in A.R.S. § 33-1253.

8.5 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article 8 shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a Deed of Trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

ARTICLE 9

GENERAL PROVISIONS

9.1 Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter.

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

9.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the Condominium, for a term of twenty (20) years from the date this Declaration

is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

9.4 Termination of Condominium. The Condominium may be terminated only in the manner provided for in the Condominium Act.

9.5 Amendment.

9.5.1 Except in cases of amendments that may be executed by a Declarant in the exercise of its Development Rights or under Section 33-1220 of the Condominium Act, by the Association under Section 33-1206 or 33-1216(D) of the Condominium Act, or by certain Unit Owners under Section 33-1218(B), Section 33-1222, Section 33-1223 or Section 33-1228(B) of the Condominium Act, the Declaration, including the Plat, may be amended only by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

9.5.2 Except to the extent expressly permitted or required by the Condominium Act, an amendment to the Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the allocated Interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

9.5.3 An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless the Declarant approves the amendment in writing.

9.5.4 During the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to (i) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner, (ii) correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner, or (iii) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

9.5.5 Any amendment adopted by the Unit Owners pursuant to Subsection 9.5.1 of this Declaration shall be signed by the President or Vice President of the Association and shall be recorded with the County Recorder of each County in which any portion of the Condominium is located. Any such amendment shall certify that the amendment has been approved as required by this Section. Any amendment made by the Declarant pursuant to Subsection 9.5.4 of this Declaration or the Condominium Act shall be executed by the Declarant and shall be recorded with the County Recorder of each County in which any portion of the Condominium is located.

9.6 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

9.7 Notices. All notices, demands, statements or other communications required to be given to or served on a Unit Owner under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Unit Owner. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association pursuant to this Section. A notice given by mail, whether regular, certified, or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Unit Owners shall constitute notice to all Unit Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

9.8 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Condominium, each Person, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by the Condominium Documents and any amendments thereof. In addition, each such person by so doing thereby acknowledges that the Condominium Documents set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in the Condominium Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that the Condominium Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Units and the membership in the Association and the other rights created by the Condominium Documents shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

9.9 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

9.10 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

9.11 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

9.12 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Association Rules, the provisions of this Declaration shall prevail.

9.13 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

9.14 Guests and Tenants. Each Unit Owner shall be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner's failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

9.15 Attorneys' Fees. In the event the Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce a lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the condominium documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees incurred in the action.

9.16 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

9.17 Notice of Violation. The Association shall have the right to record a written notice of a violation by any Unit Owner of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the name of the Unit Owner; (ii) the legal description of the Unit against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded

by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Unit against which the Notice of Violation was recorded, the recording date of the Notice of Violation, and shall state that the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

FOREST HILL MEDICAL CENTER, an Arizona
general partnership

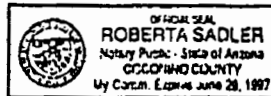
By:

Murray S. Feldstein
Murray Feldstein, general partner

State of Arizona)

) ss.

County of Coconino)



The foregoing instrument was acknowledged before me this 5th day of August, 1994, by Murray Feldstein, the general partner of Forest Hill Medical Center, an Arizona general partnership, on behalf of the partnership.

Roberta Sadler
Notary Public

My Commission Expires:

6-29-97

PROPERTY DESCRIPTION

EXHIBIT A

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 15, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 15; thence North $89^{\circ}51'30''$ East along the North line of Section 15, a distance of 527.16 feet (527.32 feet record) to a point, said point being the Northwest corner of the property described in Docket 332, Page 473, and monumented by a $5/8$ inch steel pin and an aluminum cap; thence South $00^{\circ}14'00''$ East (South $00^{\circ}08'03''$ East record), a distance of 194.54 feet (195.50 feet record) to a chiseled cross on a rock; thence North $89^{\circ}54'15''$ East (North $89^{\circ}51'30''$ East record), a distance of 16.60 feet (16.66 feet record) to a $5/8$ inch steel pin and cap; thence South $03^{\circ}08'27''$ East (South $02^{\circ}58'03''$ East record), a distance of 25.55 feet (26.10 feet record) to a point and the TRUE POINT OF BEGINNING of this description; thence continuing South $03^{\circ}08'27''$ East (South $02^{\circ}58'03''$ East record), a distance of 377.56 feet to a point; thence North $52^{\circ}34'55''$ West (North $52^{\circ}25'$ West record), a distance of 30.85 feet to a point; thence South $57^{\circ}24'57''$ West (South $58^{\circ}04'52''$ West record), a distance of 70.00 feet to a point; thence North $39^{\circ}40'29''$ West, a distance 294.48 feet to a $5/8$ inch steel pin with an aluminum cap; thence North $37^{\circ}25'05''$ East (North $37^{\circ}35'$ East record), a distance of 17.51 feet to a point on a curve concave to the Northwest having a central angle of $156^{\circ}20'03''$ and a radius of 48.00 feet bearing North $27^{\circ}54'10''$ East; thence along said curve an arc length of 130.97 feet to a point of reverse curvature; thence along a curve concave to the Northeast having a central angle of $38^{\circ}17'23''$, a radius of 30.08 feet and an arc length of 20.04 feet to a point of tangency; thence North $00^{\circ}08'30''$ West, a distance of 64.04 feet to a point; thence North $89^{\circ}51'30''$ East, a distance of 186.77 feet to the TRUE POINT OF BEGINNING.

1705-405

EXHIBIT B

UNDIVIDED INTEREST IN COMMON ELEMENTS

<u>UNIT</u>	<u>UNDIVIDED INTEREST</u>
A	.15808
B	.20762
C	.25507
D	.21563
E	.16360

1705-406

When Recorded Return To:
Mike Telleen, Esq.
216 Park Road
Burlingame, California 94010

NONCOMPETITION AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of December, 1978, by and between FLAGSTAFF ASSOCIATES, a California limited partnership ("Flagstaff") and FLAGSTAFF PLAZA, LTD., a limited partnership ("FPL").

I. RECITALS

1.1 FPL is a successor lessee under a ground lease (the "Lease"), dated April 14, 1960, wherein Carl Stanley Sechrist and Gilbert Loflin Sechrist are the lessors (the "Sechrists"), which Lease covers certain property including, without limitation, the property described as Parcels A, B and C on Exhibit "A" attached hereto and by this reference incorporated herein.

1.2 FPL has assigned its interest under the Lease respecting Parcels A and B to University Financial Associates #107, a general partnership ("UFA").

1.3 UFA has exercised its option under the Lease to purchase Parcels A and B from the Sechrists and FPL has exercised its option under the Lease to purchase Parcel C from the Sechrists.

1.4 Flagstaff will be purchasing Parcels A and B from UFA.

1.5 As a material inducement for Flagstaff to purchase Parcels A and B from UFA, FPL has agreed to make certain covenants respecting the development on Parcel C.

II. AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, and to induce Flagstaff to purchase Parcels A and B, the parties hereto state, confirm and agree as follows:

2.1 FPL shall have the right at any time to develop Parcel C for non-retail purposes.

2.2 FPL agrees that it will not develop or cause to be developed or commence to develop retail space on Parcel C until at least December 14, 1983.

2.3 FPL shall have the right, subject to paragraph 2.4 below, after December 14, 1983, to develop or cause Parcel C to be developed for the leasing of space to tenants selling goods at retail as long as the total gross leaseable area for such retail space does not exceed ten thousand (10,000) square feet.

2.4 Prior to December 14, 1983, in the event FPL desires to develop retail space on Parcel C in accordance with this Agreement, it shall, in no event, lease such space to a single tenant occupying five thousand (5,000) square feet or more whose primary business is substantially similar to the primary business of any retail tenant then leasing a portion of Parcels A and/or B.

2.5 Notwithstanding anything contained herein to the contrary, in no event shall Parcel C ever be utilized for either a convenience store or a supermarket.

2.6 Notwithstanding anything contained herein to the contrary, the parties agree that in the event FPL desires to utilize a portion of

Parcel C while the covenants herein prohibiting such use are in full force and effect, FPL must first submit such request to Flagstaff who shall have the right, in its sole discretion, to approve or disapprove such use. Flagstaff agrees to notify FPL of its decision within twenty (20) days of the date the request is received by Flagstaff in writing.

2.7 This Agreement shall run with the land and shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

DATED this 14th day of December, 1978.

FLAGSTAFF PLAZA, LTD.,
a limited partnership

By: R.W. PROPERTIES CORPORATION,
an Arizona corporation

By [Signature]
Its [Signature]

FLAGSTAFF ASSOCIATES, a
California limited partnership

By [Signature]
Its [Signature]

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 14th day of December, 1978, before me the undersigned Notary Public, personally appeared [Signature], who acknowledged himself to be the [Signature] of R.W. PROPERTIES CORPORATION, an Arizona corporation, Co-general Partner of FLAGSTAFF PLAZA, LTD., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

[Signature]
Notary Public

My commission expires: 10/24/80

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 14th day of December, 1978, before me the undersigned Notary Public, personally appeared [Signature], who acknowledged himself to be the [Signature] of FLAGSTAFF ASSOCIATES, a California limited partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such officer.

[Signature]
Notary Public

My commission expires: 10/24/80

EXHIBIT "A"

PARCEL A

That part of the Northwest quarter of Section 15, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: From a survey monument at the intersection of Beaver Street and Columbus Avenue, run North 21° 00' 30" East, 318.39 feet; thence North 89° 38' 30" West, 32.06 feet to the Southeasterly corner of Parcel A, the point of beginning; thence North 21° 00' 30" East, 273.54 feet along the Westerly right-of-way of Beaver Street; thence North 57° 30' 12" West, 359.12 feet; thence North 51° 12' 42" West, 149.55 feet; thence North 44° 47' 42" West, 173.18 feet; thence South 47° 30' 33" West, 195.79 feet; thence South 13° 01' 43" West, 260.89 feet; thence South 84° 35' 03" West, 42.39 feet; thence South 05° 24' 57" East, 55.00 feet along the Easterly right-of-way of Fort Valley Road; thence South 44° 38' 30" East, 304.65 feet; thence South 89° 38' 30" East, 469.55 feet to the point of beginning.

PARCEL B

That part of the Northwest quarter of Section 15, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: From a survey monument at the intersection of Beaver Street and Columbus Avenue, run North 21° 00' 30" East, 318.39 feet; thence North 89° 38' 30" West, 32.06 feet to the Southeasterly corner of Parcel A; thence North 89° 38' 30" West, 469.55 feet to the point of beginning; thence continuing North 89° 38' 30" West, 169.68 feet, to a point on the Easterly right-of-way of Fort Valley Road; thence Northwesterly around a curve to the right with a radius of 216.14 feet and an internal angle of 27° 01' 05", a distance of 101.92 feet; thence North 05° 24' 57" West, 120.80 feet along the Easterly right-of-way of Fort Valley Road; thence South 44° 38' 30" East, 304.65 feet to the point of beginning.

PARCEL C.

That part of the Northwest quarter of Section 15, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

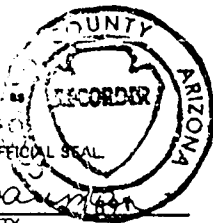
From a survey monument at the intersection of Beaver Street and Columbus Avenue run North 21° 00' 30" East, 318.39 feet; thence North 89° 38' 30" West, 32.06 feet to the Southeasterly corner of Parcel A; thence North 89° 38' 30" West, 469.55 feet; thence North 44° 38' 30" West, 304.65 feet; thence North 05° 24' 57" West, 55.00 feet along the Easterly right-of-way of Fort Valley Road to the Point of Beginning; thence continue North 05° 24' 57" West, 650.80 feet along the Easterly right-of-way of Fort Valley Road; thence North 84° 35' 03" East, (record North 84° 34' 30" East) 200.00 feet; thence South 51° 55' 00" East, (record South 52° 25' East) 310.21 feet; thence S 58° 04' 52" West, 160.77 feet; thence South 47° 30' 33" West, 195.79 feet; thence South 13° 01' 43" West, 260.89 feet; thence South 84° 35' 03" West, 42.39 feet to the Point of Beginning.

STATE OF ARIZONA
COUNTY OF COCONINO

WITNESS MY HAND AND OFFICIAL SEAL

BY

DEPUTY



I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA.

HELEN I. HUGGINS
COCONINO COUNTY RECORDER

FEE NO.

19928

DOCKET

714

PAGE

409-412

DATE

DEC 18 1978 -12 45

Arizona Title and Trust Co. of Coconino
REQUEST OF:

DOCKET 714 PAGE 412

BOOK 101
MAP 40

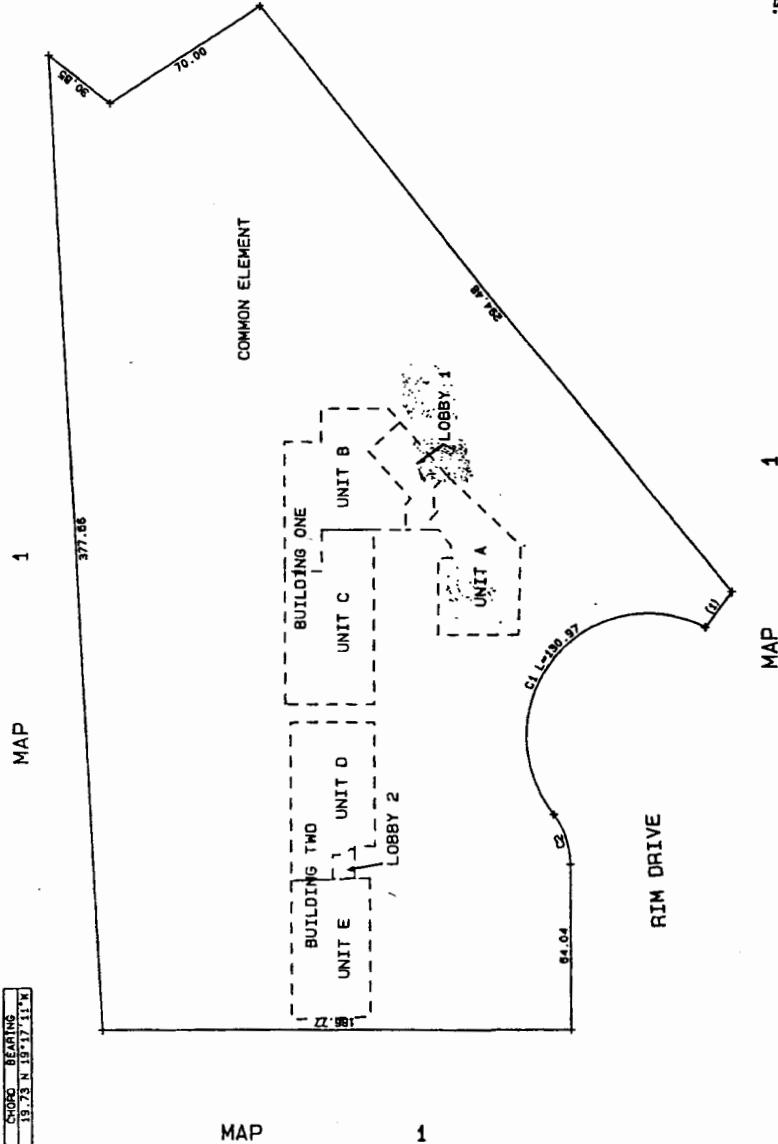
FOREST HILL MEDICAL CENTER CONDOMINIUM
SECTION 15 T24N-R7E

SURVEY
CASE 5 MAP 100

NOTES
ALL UNITS INCLUDE AN UNOCCUPIED
INTERIOR COMMON ELEMENT AS
NOT SHOWN. UNITS ARE NOT
TO BE CONSIDERED AS A UNIT.
SEE PLAN FOR FURTHER DETAIL

NO.	RADIUS	DELTA	ARC TANGENT	CHORD	BEARING
2	30.08	38°17'23"	20.10	10.44	19.73 N 19°17'11" W

NO.	BEARING	DISTANCE
1	N 37°25'05" E	17.51



BUILDING 1	PARCELS
UNIT	
A	101-40-001
B	101-40-002
C	101-40-003
BUILDING 2	
UNIT	
D	101-40-004
E	101-40-005

COCONINO COUNTY ASSESSOR			
SCALE	1" = 40'	LAST REVISION	11-2-94
TAX CODE	0150	MARKET/SUB	PARCELS
		DATE	01/24



TAX YR CANCEL
YEAR 2005
PARCEL 3C=3D, 3E

SURVEYS
SEE SHEET 1 FOR LIST OF
SURVEYS PRIOR TO JUNE 2003

NOTES
SEE SHEET 1 FOR ANY NOTES
PRIOR TO JUNE 2003

ROW
BEAVER ST. 3040612, 3040614,
3043312

SEE SHEET THREE

NO.	BEARING	DISTANCE
1	S 31°49'45"E	23.49
2	S 37°55'43"W	23.12
3	S 37°55'43"W	27.59
4	N 85°22'16"W	23.21
5	S 89°23'19"W	20.01
6	S 89°23'19"W	20.01
7	N 33°50'48"W	22.07
8	S 33°50'48"W	12.24
9	N 37°18'00"E	6.64
10	N 33°09'46"E	4.39
11	N 33°09'46"E	4.28
12	S 57°18'00"W	13.55
13	S 31°49'45"E	27.98
14	N 33°50'48"W	27.97
15	N 33°50'48"W	24.91
16	S 56°22'24"W	26.42
17	N 37°55'43"E	15.43

TANGENT TABLE

"FOR INFORMATION ONLY. NO LIABILITY ASSUMED"

COCOA COUNTY ASSESSOR

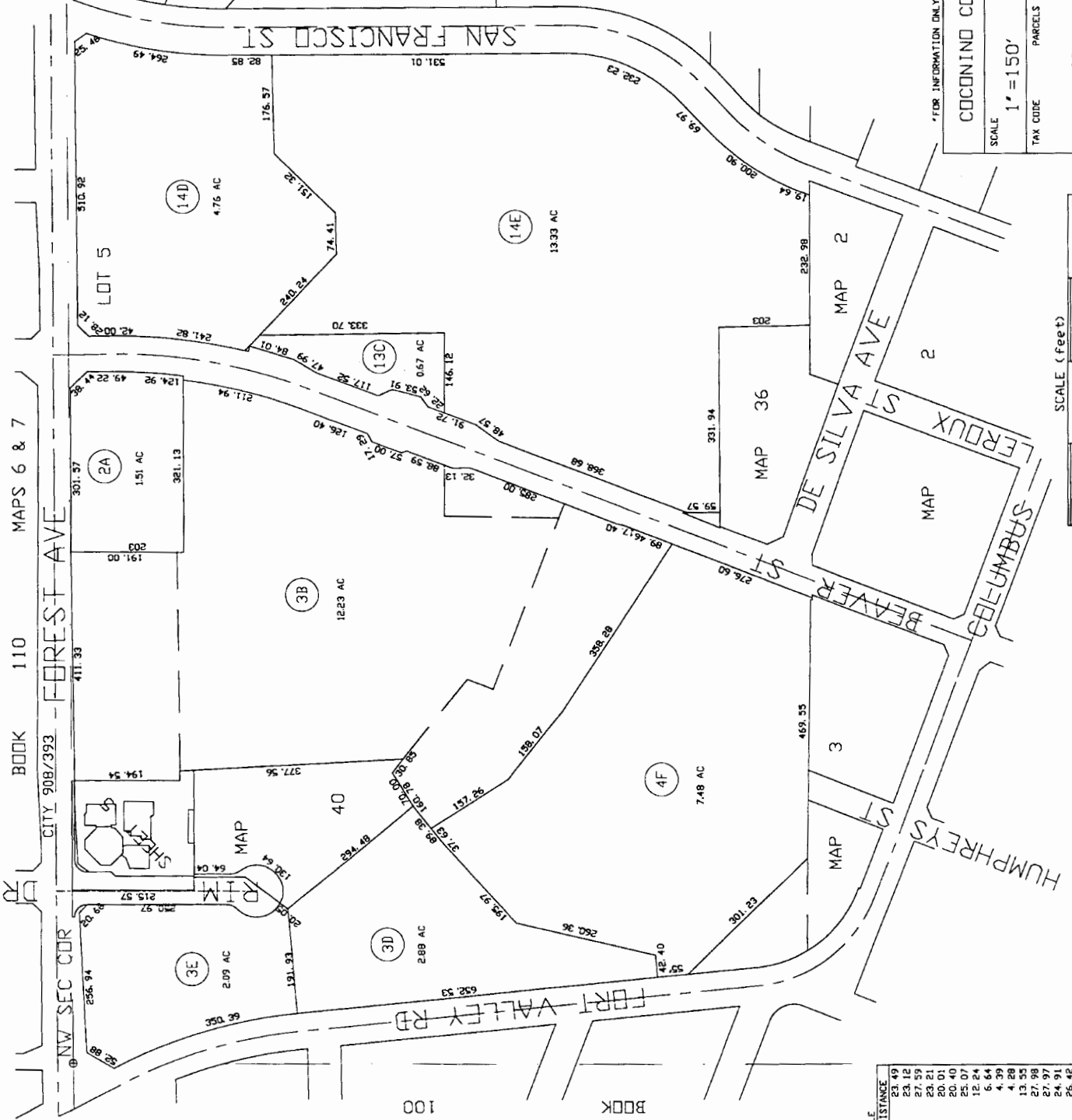
SCALE
1" = 150'

TAX CODE
PARCELS

0150

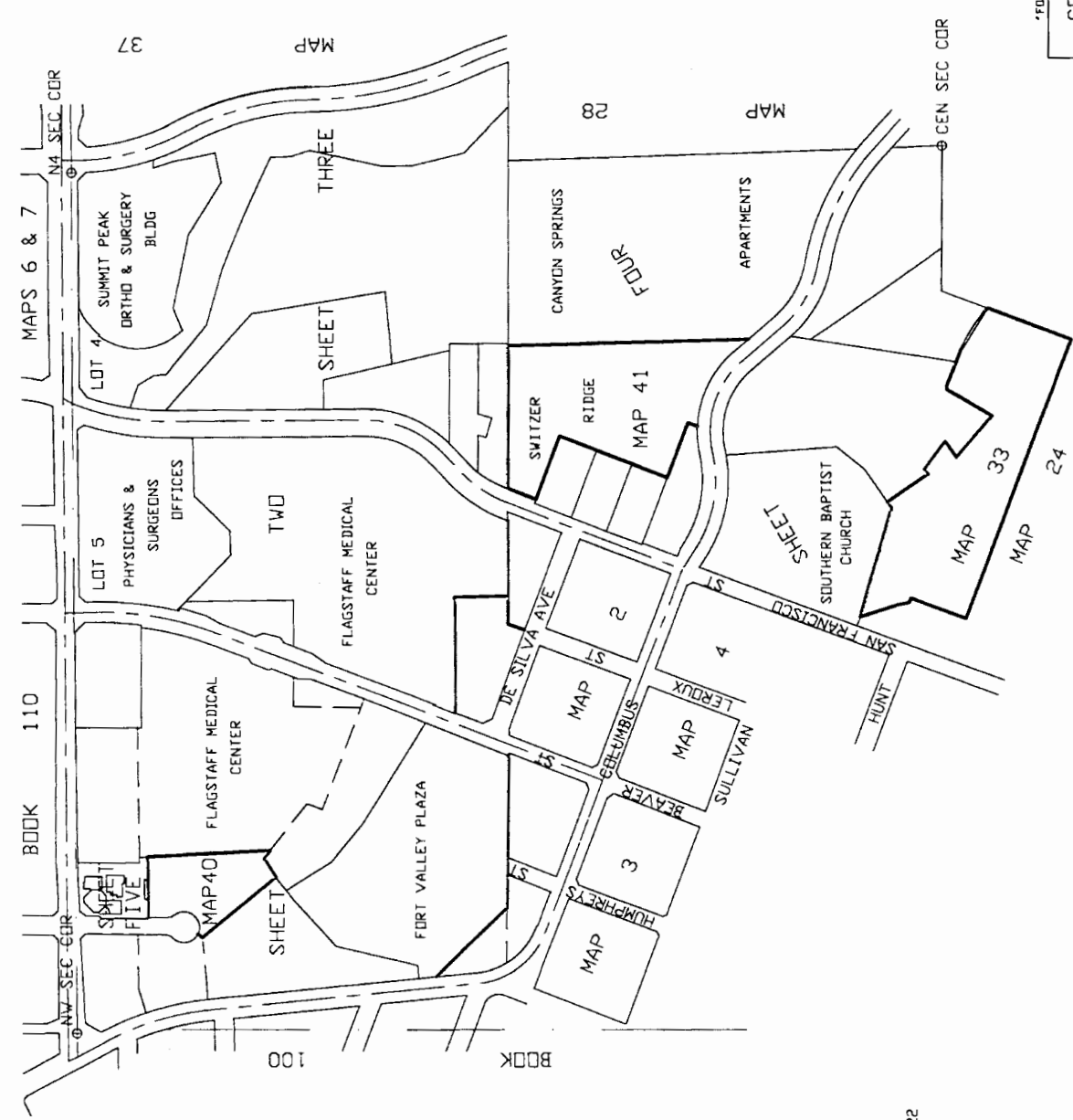
SCALE (feet)
0 150 300 450 600

03/13



1966	1
1966	12
1969	1A
1972	12A
1972	12C
1974	10
1974	11
1976	11A
1976	5
1977	1C
1977	SA
1978	1D
1979	1D
1979	1G
1979	4A
1979	4D
1980	12E
1982	1J
1983	1L
1984	1H
1984	14
1985	5B
1986	15
1987	11B
1987	15A
1987	15B
1987	15C
1988	13
1988	14
1988	15D
1988	15E
1989	15J
1989	13A
1989	14A
1989	14B
1989	12F
1989	15L
1989	15M
1990	15K
1992	15P
1993	2-2A
1993	15S=15T
1993	1R=1V
1994	1B=1W
1994	1E=1Y
1994	1T=1Z, 101-40
1994	6, 11E=101-41
1995	15H, N, R=15V, W, Y
1995	1F, Y=16, 17, 18
1996	1V, 3, 4E, 4G, 17, 18=3A
2001	7A=7B
2001	13B=13C
2001	14C=14E
2001	3A=3B, C
2001	15T, V, W, Y=19, 20, 21, 22
2003	4B=MAP 3

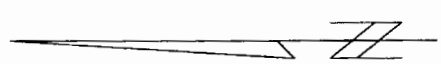
TAX YR CANCEL



SURVEYS
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BOOK 4 PAGE 39
BOOK 4 PAGE 35 (SAN FRANCISCO ST)
BOOK 5 PAGE 24 (LOT 4)
BOOK 5 PAGE 25 (LOT 5)
BOOK 7 PAGE 51
BOOK 15 PAGE 59
BOOK 15 PAGE 59
BOOK 15 PAGE 59
BOOK 15 PAGE 59

NOTES

LOT 4 INCLUDES ADJACENT PORTION OF SAN FRANCISCO ST AND TO THE EAST OF BEAVER ST. THE LOTS WERE GIVEN TO CITY IN 1095/342 & 1095/346. EASEMENT FOR BEAVER ST. IN LOT 5 GIVEN TO CITY IN 1095/470. BEAVER ST. 1867/145. ROADS IN LOT 4 DECIDED TO CITY 1218/477. FOR CURRENT CANCELLATION LIST SEE RESPECTIVE SHEETS, SINCE JUNE 2003



Original

FOR INFORMATION ONLY NO LIABILITY ASSUMED

COCONINO COUNTY ASSESSOR			
SCALE 1"=300'	LAST REVISION 06-26-2003	MARKET/SUB PARCELS	PARCELS 03/13
TAX CODE 0150	PARCELS	MARKET/SUB	PARCELS



BOOK |
MAP |

BOOK 100

