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RECORDING COVER SHEET

CAPTION HEADING: Declaration of Condominium

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RECORDING COVER SHEET

CAPTION HEADING: DECLARATION OF CONDOMINIUM

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THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF ADDING
THE NAME OF THE PROJECT "LA BREZZA, a Condominium" AND FOR NO OTHER
PURPOSE.

2005/03/15

DECLARATION OF CONDOMINIUM
TOGETHER WITH
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LA BREZZA, a Condominium AND
FOR
LaBREZZA CONDOMINIUM OWNERS ASSOCIATION

Declarant:

Windsor Capital, Inc , an Arizona Corporation

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DECLARATION OF CONDOMINIUM
 TOGETHER WITH
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR LA BREZZA, a Condominium AND
 FOR
 LABREZZA CONDOMINIUM OWNERS ASSOCIATION
 A Condominium Subdivision

This Declaration of Condominium is made by Windsor Capital, Inc , an Arizona Corporation ("Declarant")

ARTICLE I

DEFINITIONS

Section 1. "Articles" means the Articles of Incorporation of LABREZZA CONDOMINIUM OWNERS ASSOCIATION, which are or shall be filed in the office of the Arizona Corporation Commission, or its successor, as said Articles may be amended from time to time.

Section 2. "Architectural Committee" means the committee established pursuant to Article IV, Section 7 of this Declaration

Section 3 "Association" means LABREZZA CONDOMINIUM OWNERS ASSOCIATION, an Arizona nonprofit corporation. The Association shall have no rights under this Declaration until it has been incorporated

Section 4 "Board" means the Board of Directors of the Association

Section 5. "By-Laws" means the By-Laws of the Association, as such By-Laws may be amended from time to time

Section 6. "Common Area" or "Common Elements" means all property which is not a Unit. The Common Elements shall remain undivided; and no Owner shall bring any action for partition, it being agreed that this restrictions necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Elements which shall be owned in common by the Owners hereof. Said ownership shall be evidenced by the deed of ownership for each of said Units

Section 7 "Condominium" means the real property located in Maricopa County, Arizona, which is described in Exhibit A attached to this Declaration, together with all buildings and other Improvements located thereon and all easements, rights, and appurtenances belonging thereto

Section 8 "Condominium Act" means the Arizona Condominium Act, A R S 33-1201 et seq , as it may be amended for time to time

Section 9 "Condominium Documents" means the Declaration, Articles, By-Laws, and any rules or regulations adopted by the Association

Section 10 "Convey" means the execution and delivery in recordable form of a deed or an agreement of sale of an interest in a Unit

Section 11 "Declarant" means Windsor Capital, Inc , and it's specifically designated successor in interest and any person or entity to whom it may transfer any Special Declarant Right

Section 12 "Declaration" mans this document, as the same may be amended and supplemented from time to time

Section 13 "Developed Rights" means any right or combination of rights reserved by or granted to the Declarant as provided in Article XIII

Section 14 "Improvement" means all physical structures including, but not limited to, the buildings, private drives, parking areas, fences and walls, recreational facilities and all landscaping, including but not limited to, hedges, plantings, trees and shrubs of every type and kind

Section 15 "Lease" means any agreement for the leasing or rental of a Unit whether written or oral and includes any agreement written or oral for the exchange or use of a Unit by one other than the Owner, whether payment of rent is a provision or not

Section 16 "Limited Common Elements" means those portions of the Common Elements that are specifically designated in this Declaration as Limited Common Elements and reserved for the exclusive use of one or more but fewer than all of the Units

Section 17 "Member" means any person, corporation, partnership, joint venture or other legal entity which is a member of the Association and is synonymous with "Owner "

Section 18 "Mortgage", "Mortgagor" and "Mortgagee" mean all instruments establishing a security interest in a Unit, and the parties thereto, including a Deed of Trust, and Trustors, Trustees and Beneficiaries under Deeds of Trust. A "First Mortgage" is one which is entitled to priority over all other Mortgages for such Unit, without regard to other liens and encumbrances.

Section 19 "Owner" means that record owner, whether one or more persons, a corporation, partnership or other legal entity capable of holding or owning an interest in real property who owns all or an interest in a Unit as described herein and shall enjoy all the privileges thereof. Owner shall not include persons or entities having an interest in a Unit merely as security for the performance of an obligation.

Section 20 "Owner's Interest" means the fractional interest ascribed to each Unit by this Declaration.

Section 21 "Plat" means the condominium plat for LaBrezza, a Condominium subdivision, which plat will be recorded with the County Recorder of Maricopa County, Arizona as is shown in the attached exhibit "A", and any amendments, supplements or corrections thereto.

Section 22 "Special Declarant Rights" means any right or combination of rights reserved by or granted to the Declarant as provided in Article XIII.

Section 23 "Unit" means a portion of the Condominium as described in this Declaration and as shown on the Plat that is designated for separate ownership and occupancy.

ARTICLE II

DECLARATION OF CONDOMINIUM

Section 1. DESCRIPTION OF LAND. Declarant is the owner of real property in Phoenix, Maricopa County, Arizona, described on the attached Exhibit A. This real property is platted as a Condominium Subdivision according to the Plat of Official Records of Maricopa County, Arizona, a copy of which is attached to the Declaration as Exhibit A.

Section 2. DECLARATION. Pursuant to Arizona Condominium Act, A.R.S. 33-1201 et seq., Declarant does hereby submit the real property described on Exhibit A including the Improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, to a Condominium. Declarant does further hereby declare that all such property shall be held, conveyed, hypothecated, encumbered,

Leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are declared to be in furtherance of a plan for the improvement, development and sale of said property and are established for the purpose of enhancing and perfecting the value and desirability of said property and every part thereof. The Units are numbered 1-24 inclusive as shown on the Plat

Section 3 UNIT BOUNDARIES

- a) The boundaries of each Unit shall be as shown on the Plat
- b) If any chute, flue, duct, wire, conduit, bearing, wall, bearing column, heating or air conditioning unit or apparatus or other fixture lies partially within and partially outside the boundaries of a Unit, any portion serving 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
- c) Subject to the provisions of Subsection (b) of this Section, the land and all Improvements within the boundaries of a Unit are part of the Unit
- d) Declarant reserved the right to relocate the boundaries between adjoining Units owned by the Declarant and to reallocate each such Unit's Common Element interest, subject to and in accordance with 33-1222 of the Condominium Act

Section 4 LIMITED COMMON ELEMENTS

- (a) The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows:
 - (1) Each Unit shall have exclusive use of the mailbox designated with the corresponding Unit number.
 - (2) Any gas, electric, water meter or air conditioning unit which serves only one Unit is allocated to the Unit which it serves
 - (3) Each Unit is allocated those portions of the Common Elements designated as Limited Common Elements in Section 3 (b) of this Article that serve the Unit
 - (4) Landings and stairways serving more than one and fewer than all the Units are allocated to the Unit or Units served

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

Section 5 **ALLOCATED INTEREST** The undivided interest in the Common Elements should be allocated equally among the Units. Accordingly, each Unit shall bear a 1/24 undivided fractional interest in the Common Elements. If Units are excluded from the Condominium because of destruction or condemnation for example, the fractional interest of each remaining Unit shall change and be represented by a fraction with "1" as the numerator and the number of remaining Units as the denominator. Any change shall be set forth in an amendment to the Declaration. The minimum fractional interest of any Owner of the Condominium shall be 1/24

ARTICLE III

PROPERTY RIGHTS

Section 1 **OWNER'S RIGHT OF ENJOYMENT** Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Unit, subject to the following provisions:

- a The right of the Association to charge reasonable admission and other fees, as well as to establish rules, for the use of any recreational facility situated upon the Common Area
- b The right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations
- c The right of the Association to dedicate or transfer all or part of the Common Elements, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded
- d The right of the Association to limit the number of guests of Members

- e The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereon
- f The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display, sales and exhibit purposes, which right Declarant hereby reserves to Declarant
- g The rights of particular Owners to the use of any and all easements created hereby and by any and all other recorded instruments
- h The right of each Owner to have exclusive use of the areas provided in Article II, Section 4

Section 2 DELEGATION OF USE Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in the Unit

Section 3 WAIVER OF USE No Member may exempt himself from personal liabilities for assessments duly levied by the Association, nor release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Unit

ARTICLE IV

THE ASSOCIATION

Section 1. PURPOSE It is desirable for the efficient management of the Condominium and the preservation of the value and attractiveness of the powers of (1) managing the common Elements of the Condominium; (2) maintaining and administering the common Elements and portion of the Units as set forth in Article VIII; (3) administering and enforcing these covenants, conditions and restrictions; (4) collecting and disbursing funds pursuant hereto; and (5) performing such other acts as shall generally benefit the condominium

Section 2 **FORMATION.** In furtherance of the purposes set forth in Section 1 hereof, the Declarant shall cause the Association to be incorporated no later than the date on which the first Unit is conveyed to a purchaser other than Declarant or a person who is assigned a Special Declarant Right

Section 3 **RIGHTS, POWERS, AND DUTIES** The Association shall have such rights, powers and duties as provided in the condominium Act and set forth in the condominium Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the purposes of the Association set forth in the Declaration and the Condominium Act. The Association shall have the right and power, as it deems necessary and appropriate, to borrow funds for Association purposes set forth in this Declaration, on such terms and conditions as it deems acceptable including the giving of collateral consisting of the Common Elements in accordance with the provisions of 33-1252 of the Condominium Act

Section 4. **CONDOMINIUM DOCUMENTS** The Association shall make available to Owners and to any holders, insurers or guarantors of any Mortgage, current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances

Section 5. **FINANCIAL STATEMENT.** The holder, insurer or guarantor of any First Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association prepared without expense to such requesting party. Such financial statement shall be furnished within a reasonable time following such a request

Section 6 **DIRECTORS AND OFFICERS**

- (a) During the period of Declarant control, the Declarant shall have the right to appoint and remove the members of the Board and the officers of the Association who do not have to be Unit Owners
- (b) Upon the termination of the period of Declarant control, the Unit Owners shall elect the Board which must consist of at least three members, all of whom must be Unit Owners. The number of members of the Board may be changed from time to time by the Board, but the number of members on the Board shall never be less than three (3), nor more than seven (7) and shall always be an odd number
- (c) 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, as described in a

recorded instrument executed by the Declarant, be approved by the Declarant before they become effective

- (d) The members of the Board may not receive remuneration for services rendered as a Board member. However, any Board member may be reimbursed for his actual expenses incurred in the performance of his duties
- (e) Except as otherwise provided herein, any action which may be taken by the Association may be taken by the Board
- (f) The Board shall be empowered to determine and decide all questions regarding enforcement of these restrictions and assessments or charges necessary for maintenance of common Elements, for the use of Common Elements. Any rule, a copy of which is delivered or mailed to an Owner at his last known address or which is posted on a central bulletin board, shall be enforceable to the extent and in the same manner as this Declaration thirty (30) days following such delivery, mailing or posting
- (g) The Board shall have the right to contract for services or to transfer to any other corporation, person or partnership as a management agent, any of its rights and obligations hereunder, but upon such transfer and the assumption of such obligations by the transferee, the enforcement of covenants shall remain the sole responsibility of the Board
- (h) Subject to Article VI, the Board may employ a professional property manager, Management Company or managing agent on a salaried or fee basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board. Any such agreement must be terminable for cause upon thirty (30) day notice and the terms thereof may not exceed one (1) year

Section 7 ARCHITECTURAL COMMITTEE The Board shall establish an Architectural Committee consisting of at least three (3) Members appointed by the Board to regulate the external design, appearance, use and maintenance of the Condominium and to perform such other functions and duties as provided in the condominium Documents or by the Board

ARTICLE V

COVENANT FOR MAINTENANCE

Section 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Declarant, for each Unit owned within the condominium, hereby covenants, and each Owner of any Unit by acquiring an ownership interest is deemed to covenant and agree to pay to the Association: (a) annual assessments or

charges, and (b) special assessments as authorized by the Association's Board of Directors. Such assessments are to be established and collected as provided herein.

The annual and special assessments, together with interest, costs of collection and reasonable attorney's fees, shall be a lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless prior to the transfer of title as evidenced by the records of the County Recorder or other appropriate governmental agency, a lien for such assessment shall have been filed or recorded with the County Recorder.

Section 2 **PURPOSE OF ASSESSMENT** The assessments levied by the Association shall be used exclusively to promote the recreation, health, culture, and safety of the Owners of the Units and for the improvements and maintenance of the Common Area and of the improvements situated upon the Condominium.

The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. However, failure of the Board of Directors to meet such deadlines shall not relieve any Owner from its obligations to pay such assessments. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a representative of the Association setting forth whether the assessments of a specified Unit have been paid.

Section 3 **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS**
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPH 3**
Written notice of any meeting called for the purpose of taking any action authorized under paragraph 3 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5 UNIFORM RATE OF ASSESSMENT Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected monthly

Section 6 EFFECT OF NON-PAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION Any assessment not paid within thirty (30) days after the due date shall bear interest from that due date at the rate of eighteen percent (18%) per annum. The Association may bring, without electing a remedy, any and all actions and seek any and all relief against the Unit in a like manner as a mortgage of real property, and such Owner hereby expressly grants to the Association the power of sale in connection with said lien. No Owner may waive or otherwise escape liability for the assessments provided for hereby by non-use of the Common Area or abandonment of his Unit. In any action taken against an Owner to collect delinquent assessments, whether through lien foreclosure or otherwise, the non-prevailing party shall be obligated to pay all costs and all attorney's fees.

Section 7. DECLARANT'S SUPPORT FOR COMMON AREA
MAINTENANCE It is understood that the Association may not have sufficient funds during its beginning stages of this project and development to pay its expenses. Declarant may advance as a loan to the Association, the funds necessary to maintain the Common Area in a satisfactory manner and appearance. This support from the Declarant is ONLY until such time as the Association has enough monthly income to maintain its common areas.

Section 8 SUBORDINATION OF THE LIEN OF MORTGAGES The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Unit pursuant to mortgage foreclosure, deed of trust sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereon.

Section 9 SURPLUS FUNDS The Association shall not be obligated to spend in any year all the assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the annual assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 10 WORKING CAPITAL FUND To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each person purchasing a Unit from the Declarant shall pay to the Association immediately upon becoming the Owner of the Unit a sum equal to one sixth (1/6) of the ten current annual assessment. Funds paid to the Association pursuant to this

Section may be used by the Association for payment of operating expenses or any other purpose permitted hereunder, or may be held as surplus funds as set forth in Section 9 above. Payments made pursuant to this Section shall be non-refundable and shall not be considered as an advance payment of any Assessment levied by the Association pursuant to this Declaration. Each subsequent purchaser of a Unit (i.e., from other than Declarant) shall likewise pay a transfer fee to the Association in the amount of one-sixty ($1/60^{\text{th}}$) of the annual assessment. Such transfer shall likewise be available for use by the Association for any purpose permitted hereunder or may be held as surplus funds.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1 MEMBERSHIP NON-SEVERABLE. Every Owner of a Unit which is subject to assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except by transfer of ownership to such Unit, whether by purchase, intestate succession, testamentary disposition, foreclosure of a Mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Unit shall have the effect of transferring said membership to the new Owner thereof, and a charge of Fifty Dollars (\$50.00) shall be assessed and paid to the Association by the transferee in each such transfer. The Board may by appropriate action change the amount of said charge without amending this Declaration.

Section 2 VOTING AND CONTROL

- (a) Members shall be all Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit all such persons shall be Members. The vote for such Unit shall be exercised as the Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit and fractional votes shall not be allowed. If more than one vote is cast for a particular Unit, none of the votes for such Unit shall be counted and said votes shall be deemed void.
- (b) Notwithstanding the voting rights above, Declarant, or any party to whom Declarant specifically assigns Special Declarant Rights, shall control and manage the condominium and shall have the exclusive right to appoint or reappoint the members of the Board until the happening of either of the following events whichever occurs earlier:
 - (1) within ninety (90) days after seventy-five percent (75%) of all Units have been conveyed to purchasers other than Declarant, or

- (2) the expiration of four (4) years after all Declarants have ceased to offer Units for sale in the ordinary course of business
- (c) Until such time as control of the Association is passed to the Owners, all right, discretion, power and authority granted to such Association, including the right to collect assessments and to make contracts or agreements on behalf of the Association for maintenance of Common Elements and operation of the Association shall, at the option of the Declarant, remain with the Declarant directly or through said Association.

Section 3. **SUSPENSION OF VOTING RIGHTS** In the event any Owner of a Unit is in arrears in the payment of any assessment or other amounts due under the terms of this Declaration, the Articles, or the By-Laws, said Owner's rights to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments, including accrued interest and attorney's fees, are brought current

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, patio cover, awning, antenna, or other structure shall be commenced, erected or maintained upon the Condominium, nor shall any exterior addition to, or change or alteration therein, be made unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee appointed by the Board as to harmony of external design and location in relation to surrounding structures and topography. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with

ARTICLE VIII

PARTY WALLS

Section 1. **COMMON ELEMENT** Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Units shall constitute a party wall, and shall be considered a Common Element

Section 2. **DESTRUCTION BY FIRE OR OTHER CASUALTY** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission

Section 3. WEATHERPROOFING Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. ARBITRATION. In the event of any dispute concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

INTERIOR AND OTHER MAINTENANCE

Each Owner shall be responsible for the upkeep and maintenance of the interior of his Unit. An Owner shall do no act nor any work that will impair an easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

ARTICLE X

INSURANCE

The Board of Directors, or its duly authorized agent, shall have the right and power to obtain a broad form public liability policy covering all common elements. Premiums for such insurance shall be common expenses. Such insurance coverages may be written in the name of the Board of Directors directly or as trustee for each of the Owners proportionately. It shall be the individual responsibility of each Owner to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction to the Common Elements by fire or other casualty, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as it was formerly. The Board of directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of the Common Elements. In the event the insurance proceeds are insufficient to pay off the costs of repairing and/or rebuilding to the same condition as it was formerly, the Board of Directors shall levy a special assessment against all Owners to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be retained by the Association to defray future expenses.

ARTICLE XI

USE RESTRICTIONS

Section 1. Said premises are hereby restricted to residential dwellings for residential use, except for improvements within the Common Area. All buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than Units, shall be built on any portion of the condominium. Not structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of the condominium at any time for any use, either temporarily or permanently

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of said development to maintain during the period of construction and sale of said Units, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction of sale construction yards, signs, model units and sales office.

Section 3. No animals, livestock or poultry of any kind, shall be raised, bred or kept in any Unit, except that dogs, cats or other household pets may be kept in Units subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the premises which result in an annoyance or are obnoxious to residents in the vicinity

Section 4. Not advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or resident thereof. Further, no business activities of any kind whatsoever shall be conducted in any building or on a portion of the premises; provided further, however, the foregoing covenants shall not apply to the business activity, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agent and assigns during the construction and sale period, and of the Association, its successors and assigns, in the furtherance of its powers and purposes, as herein set forth.

Section 5. All equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept so as to conceal them from view of neighboring Units and streets. All rubbish, trash or garbage shall be regularly removed from the Units, and shall not be allowed to accumulate therein. No clotheslines shall be permitted.

Section 6 No vehicle of any type, boat, camper, bicycle, tricycle or other wheeled toy shall be parked or left unattended on the Condominium. Parking will be allowed only in those areas designated or indicated as visitor parking.

The Board of Directors may from time to time restrict vehicular parking on the Common Areas. Vehicles parked in restricted areas may be towed away at the vehicle owner's expense, including storage charges.

No vehicle of any type which is abandoned or inoperable shall be stored or kept on any parking area, private street or drive within the Condominium.

Section 7. No planting or gardening shall be done, and no hedges shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved in accordance with Architectural Control provisions in Article V herein. No fences or walls shall be erected or maintained on any part of the Condominium except as provided in this Declaration.

Section 8. The Common Area shall remain undivided, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. No Owner shall have the right to bring an action for partition.

Section 9. Without prior written approval and the authorization of the Board of Directors, no exterior television, radio, CB or other antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should such master system or systems be utilized and require any such exterior antenna.

Section 10 No activity shall be carried on in any Unit or any part of the Condominium, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance.

Section 11 All Owners and occupants shall abide by the Bylaws and any rules and regulations adopted by the Association, which are hereby incorporated herein by this reference.

Section 12 No Unit shall be leased by an Owner, and no landlord-tenant relationship established unless such lease or landlord or tenant has agreed in writing that the lease is subject in all respects to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and all rules and regulations duly adopted by the Association. Said writing shall provide that any failure of the lessee or tenant to comply with the terms of such documents or rules and regulations shall be default under the lease.

ARTICLE XII

DUTIES AND POWERS OF THE ASSOCIATION

In addition to duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a Maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association
- b Pay any real and personal property taxes and other charges assessed against the Common Area
- c Have the authority to obtain, for the benefit of all of the Units and the common Area, all water, gas, sewer and electric service and refuse collection and to pay for such services to the extent that said services are not individually metered or otherwise directly billed to the individual Units
- d Grant easements where necessary for utilities and sewer facilities over the Common Area to serve said area and the Units.
- e Have the authority to employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association
- f Contract for and pay fire, casualty, liability and other insurance insuring the Association, its property and its board of Directors and Owners
- g Contract for and pay maintenance, gardening, utilities, materials and supplied, and services relating to the Common Area, and to employ personnel necessary for the operation of the project, including legal and accounting services provided, however, that any such contract shall be limited to a duration of one (1) year unless a longer term is approved by a majority of the Members of the Association
- h Delegate its powers to its committees, officers and employees

The Association, through its Board of Directors, shall have the express authorization, right and power to enter into one or more management agreements with third parties in order to facilitate efficient operation of all buildings, improvements and facilities within the Common Elements. It shall be the primary

purpose of such management agreements to provide for the administration, management, repair and maintenance of said Common Elements, and to assess, collect and apply the management and common expenses, and to enforce this Declaration. The terms of said management agreements shall be as determined by the Board of Directors to be in the best interest of the Association, and shall be subject to the Articles of Incorporation, the bylaws and this Declaration. Notwithstanding the above, any and all management agreements shall be written for a term not to exceed one year, subject to renewal by agreement of the parties for successive one year periods, and shall further provide that said management agreements may be canceled and terminated by the Board of Directors for any reason whatsoever upon giving thirty (30) days written notice of such cancellation and termination to the managing entity. The Board of Directors shall make all necessary arrangements for continuity of management and maintenance prior to the expiration of the term of any prior management agreements or the termination of the same. Any and all management agreements shall be entered into with a responsible party or parties having considerable experience with the management of a project of this type.

Each Owner shall be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all management agreements shall be available to each Owner upon request.

ARTICLE XIII

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 1 DEVELOPMENT RIGHTS The Declarant shall have the right and option, but not the obligation, to do any of the following:

- (a) Add real estate to the condominium;
- (b) Create easements, Units, Common Elements or Limited Common Elements within the Condominiums
- (c) Subdivide Units, convert Units into Common Elements or convert Common Elements into Units;
- (d) Withdraw real estate from the Condominium;
- (e) Make the condominium part of a larger condominium or planned community;
- (f) To amend the Plat, to grant easements, whether utility or access, or to otherwise grant access across the property, including the restructuring of property lines, in order to properly include the Condominium as part of a larger condominium or planned community

- (g) Amend the Declaration during the period of Declarant control described in Article VI, Section 2 to comply with applicable law or to correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner;
- (h) Amend the Declaration during the period of Declarant control described in Article VI, Section 2 to comply with (i) the Condominium Act, (ii) 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, or (iii) the rules or requirements of any federal, state, or local governmental entity or agency whose approval of the Condominium, the Plat, or the Condominium Documents is required by law or requested by Declarant

Section 2. SPECIAL DECLARANT RIGHTS. The Declarant shall have the right and option, but not the obligation, to do any of the following:

- (a) Construct improvements provided for in this Declaration or shown on the Plat;
- (b) Exercise any Development Right;
- (c) Maintain sales offices, management offices, models, and signs advertising the Condominium;
- (d) Use easements through the Common Elements for the purpose of making improvements within the Condominium;
- (e) Appoint or remove any officer of the Association or any member of the Board of Directors during the period of Declarant control; and
- (f) Exercise any Special Declarant rights or Developments Rights that may now or hereafter be provided by the Declaration, the Condominium Act, or any applicable law

ARTICLE XIV

EASEMENTS

Section 1 BLANKET EASEMENT FOR UTILITIES There is hereby created a blanket easement upon, across, over and under the Common Area for ingress/egress, installation, replacing, repairing and maintaining all utilities, including,

but not limited to, water, sewer, gas, telephones and electricity, irrigation facilities and cable television. By virtue of this easement, it shall be expressly permissible for the providing electrical, utility and/or telephone company, to erect and maintain the necessary poles and other necessary equipment on said property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, waterlines, or other utilities may be installed or relocated on said premises, except as initially programmed and approved by the Declarant or as approved by the Association. These easements shall in no way affect any other recorded easements on said premises.

Section 2 **EASEMENT FOR ENCROACHMENT DUE TO CONSTRUCTION** Each Unit and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed and for the maintenance of same, so long as it stands. In the event a Unit is partially or totally destroyed and then rebuilt, the Owners of such Unit agree that minor encroachments on parts of the adjacent or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Notwithstanding any provisions herein to the contrary, an encroachment permitted herein shall not exceed one (1) foot.

ARTICLE XV

INDIVIDUAL PATIOS

Section 1. The rights of the respective parties with respect to the use of individual yards and patios, which may abut a wall of the dwelling unit on the adjoining Unit ("abutting dwelling unit" herein), shall be as follows:

- a Nothing shall be erected, planted or maintained within such area which might impede or interfere with any necessary and reasonable maintenance, repair or restoration of any wall located on or adjacent to the abutting dwelling unit.
- b The Owner shall have exclusive use of the surface of any easement area subject to the rights of any other easement holders (utilities, sewers, etc), if any, and subject to minor encroachments, from creation of easement.
- c The Owner of the adjacent Unit shall have such right to use the subsurface underlying the easement area, including the right of lateral and subjacent support, as shall not reasonably interfere with the rights granted to the Owner of the private patio.
- d If the patio area has been graded to allow drainage to flow, nothing shall be erected, planted or maintained to impede or interrupt said or normal drainage flow.

Section 2. Allowable used of individual yards and patios include landscaping, sprinklers, hose bibs, barbecue equipment and facilities and sports and recreational equipment and facilities and as a general recreational garden and yard area. All other uses, including, without limitation, construction of any dwelling unit or addition thereto and use of the areas for building, repairing, maintaining or storing boats, trailers, motor Units, automobiles, motorcycles, snowmobiles or other motor vehicles are prohibited.

Section 3. Each Owner shall keep his Unit and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management. In the event of Owner shall fail to maintain his Unit and Patio and the improvements located thereon, as provided herein, the Association, after notice to the Owner and approval by vote of the Board of Directors, shall have the right to enter upon said Unit or patio to correct drainage and to repair, maintain and restore the Unit, Patio, fences and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Owner's Unit, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article IV hereof.

ARTICLE XVI

MORTGAGEE PROTECTION

Section 1. INTRODUCTION. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the condominium documents, but in the case of conflict, this Article shall control.

Section 2. SECURITY INTERESTS; ELIGIBLE MORTGAGEES AND ELIGIBLE INSURERS. For purposes of this Declaration, "Eligible Mortgagees" shall be the record holders and owners (or beneficiaries) of any purchase money first position Security Interest duly recorded against a Unit. An "Eligible Insurer" shall be a party insuring or indemnifying the position of an Eligible Mortgagee. "Security Interest" is any consensual lien property placed against a Unit to secure payment of agreed upon sums by the Unit Owner.

Section 3. PERCENTAGE OF ELIGIBLE MORTGAGEES. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding mortgages on Units which in the aggregate have allocated to them such specified percentage of votes in the Association as compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 4 NOTICE OF ACTIONS The Association shall give prompt written notice to Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any Unit in which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Element maintenance assessments owed by a Unit Owner whose Unit is subject to a First Security Interest, held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable which remains uncured for a period of sixty (60) days
- (c) Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Association
- (d) Any judgment rendered against the Association.

Section 5 CONSENT AND NOTICE REQUIRED

(a) Document Changes Notwithstanding any requirement permitted by this Declaration or the Act, no amendment to any material provision of the Condominium Documents by the Association or Unit Owners may be effective without notice to all Eligible Mortgagees and Eligible Insurers, and as required by Section 4 above, and the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. A change to any of the following would be considered material:

- (i) Voting rights;
- (ii) Assessments, assessment liens or priority of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs; and
- (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited

Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only those Eligible Mortgagees holding mortgages in such Units need approve such action

Except as amended hereby, the Declarant reaffirms each and every provision of the Declaration of Condominium

ARTICLE XVII

GENERAL PROVISIONS

Section 1. ATTORNEYS' FEES In the event the Association employs an attorney or attorneys to enforce the collection of any amount due pursuant to this Declaration or in connection with any lien provided for herein, or the foreclosure thereof, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the Owner, Owners and parties against whom the action is brought shall pay all attorneys fees, costs and expenses thereby incurred to the prevailing party

Section 2. ENFORCEMENT The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, occupying, owning or otherwise having an interest in any Unit, their heirs, executors, administrators, successors, grantees and assigns After the date on which this instrument has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the Owner of any Unit or by the holder of any first mortgage, or deed of trust, or any one or more of said parties Any lien, liability or obligation arising as the result of a breach of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any Owner of said Unit, other than one whose title thereto is acquired by foreclosure of a mortgage, or deed of trust, and Sheriff's sale or equivalent proceedings, who shall take title to said premises subject to the lien hereof for all said charges pursuant to the provisions of this Declaration that have accrued up to the time of said foreclosure and provided also that the breach of any said covenants, restrictions, reservations and conditions may be enjoined, abated, or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust All instruments of conveyance of any interest of all or any part of said Unit shall contain a reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full The terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether or not express reference is made to this instrument in any such instrument of conveyance Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages

Section 3 SAVING CLAUSE The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this Declaration invalid, this Declaration shall be construed as if such phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after death of the last surviving incorporator of LaBrezza or twenty-one (21) years after the death of the last survivor of all said incorporators' children or grandchildren who shall be living at the time this instrument is executed, whichever is later.

Section 4 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first three (3) year period by the Board of Directors of the Association, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Units. Any amendment must be recorded.

For as long as a period of time as may be required to fully amortize any mortgage upon any of the Residential Units owned or insured by the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA) or the Governmental National Mortgage Association (GNMA), no amendment shall be made which would be deemed to be in conflict with, or contrary to, the terms of any promissory note, mortgage regulatory agreement or document executed by the Association or any of the Owners of Units for the purpose of obtaining insurance or financing involving FNMA, FHA, VA or GNMA without obtaining written approval and consent of FNMA, FHA, VA, or GNMA.

Section 5 INDEMNITY AND HOLD HARMLESS FOR BOARD OF DIRECTORS. The Association hereby indemnified and hold harmless all members of the Board of Directors of this Association for any and all actions they may take, either individually or jointly, on behalf of the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 27 day of JUNE, 2000

"DECLARANT"
Windsor Capital, Inc
An Arizona Corporation

By: 

Its: PRESIDENT.

EXHIBIT "A"

Lot 2 of THE ENCLAVE according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 463 of Maps Page 50

TO BE KNOWN AS:

Units 201 through 208 inclusive, 301 through 308, inclusive and 401 through 408, inclusive, of LaBrezza, a Condominium as created by that certain Declaration recorded in Instrument No _____, and as shown on the plat of said condominium recorded in Book _____ of Maps, Page _____, in the office of the County Recorder of Maricopa County, Arizona

TOGETHER WITH a proportionate interest in and to the Common Areas, as set forth in said Declaration and as shown on said plat

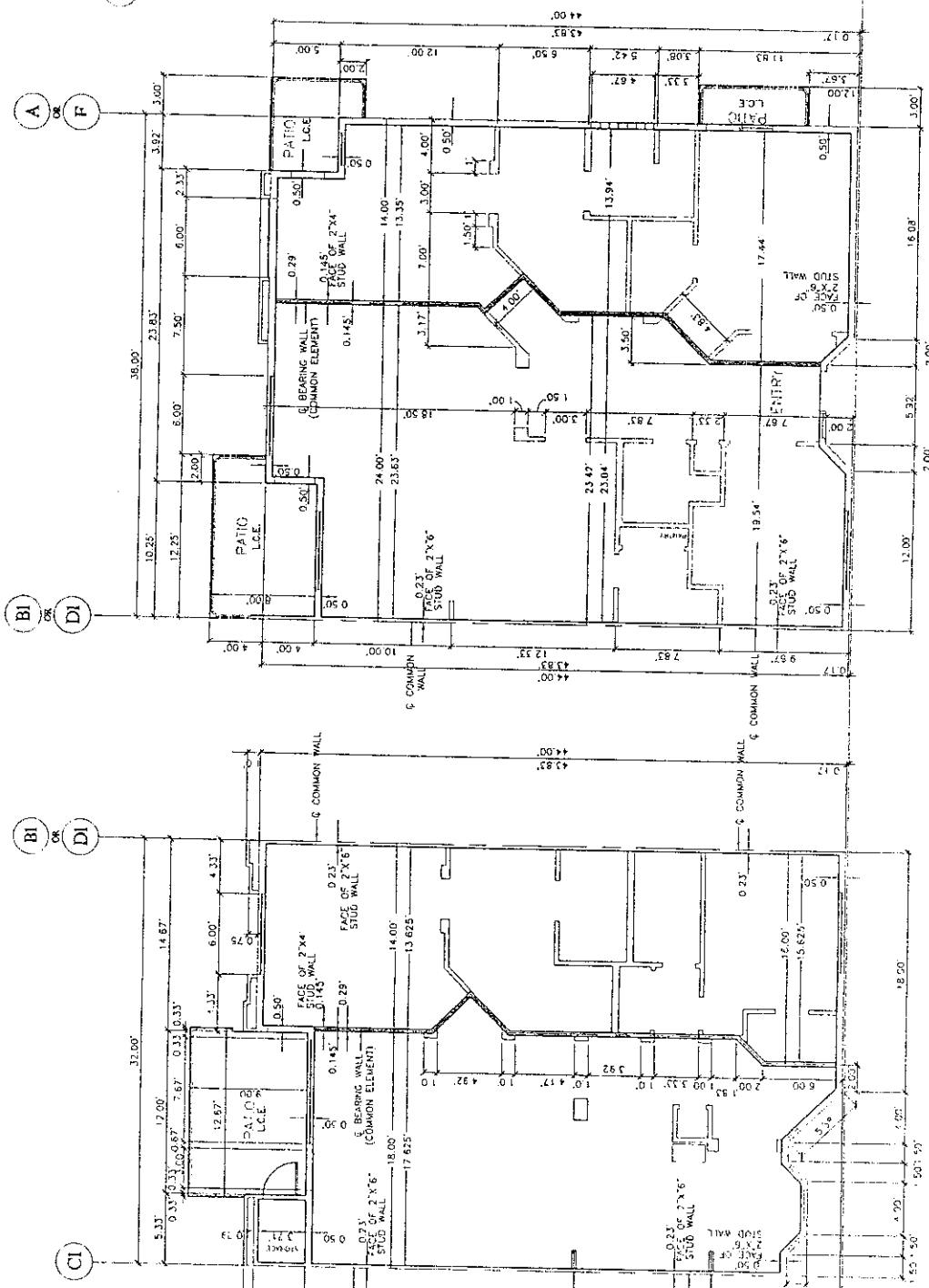
05-000415-M100

2000014522

La Brezza

A CONDOMINIUM DEVELOPMENT OF LOT 7, THE ENCLAVE,
 RECORDED IN BOOK 18, PAGE 30,
 RECORDS OF MARICOPA COUNTY, ARIZONA,
 PART OF THE NORTHEAST QUARTER, SECTION 21, T.1N., R.1E.,
 GILA AND SALT RIVER BASE & MERIDIAN
 MARICOPA COUNTY, ARIZONA
 CITY OF PHOENIX

- LEGEND**
- INDICATES BOUNDARY (W/THIN OF UNIT, PATIO AND STORAGE ROOM)
 - INDICATES CENTER LINE OF COMMON WALL
 - INDICATES LIMITS OF OUTSIDE WALL SURFACE
 - INDICATES LIMITS OF INSIDE WALL SURFACE
 - ALONG OUTSIDE FACE OF EXTERIOR WALLS
 - ALONG INSIDE FACE OF EXTERIOR WALLS
 - ALONG OUTSIDE FACE OF EXTERIOR WALLS
 - ALONG INSIDE FACE OF EXTERIOR WALLS
- L.C.E. LIMITED COMMON ELEMENT
 C.L. COMMON ELEMENT
 D INDICATES UNIT (C OR D)
 201 INDICATES UNIT NUMBER
 A REFERS TO GRID LINE DESIGNATION.
 SEE SHEET 1 OF 3



NOTE

THIS PLAN WAS PREPARED BY ARCHITECTS & ENGINEERS, INC. 1717 W. WASHINGTON, SUITE 100, PHOENIX, ARIZONA 85008. PHONE: (602) 274-4422

FLOOR PLAN (MODEL D UNITS 201, 202, 207, 301, 302, 307, 401, 402 & 407)
 SCALE: 1"=4'

Roma

FLOOR PLAN (MODEL C)
 SCALE: 1"=4'

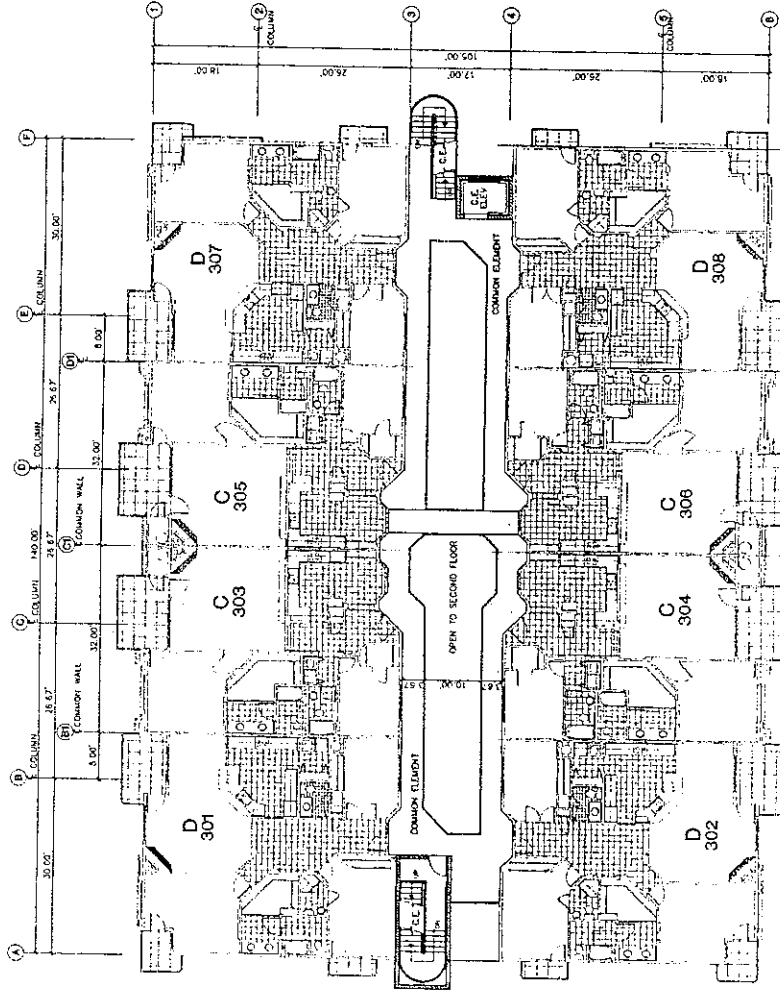
Naples



1-800-552-5677 ext. 4 or 8
MOREA HALL
 ARCHITECTS & ENGINEERS, INC.
 1820 W. WASHINGTON, SUITE 100
 PHOENIX, ARIZONA 85007
 PHONE: (602) 274-4422
 CIVIL, MECHANICAL, STRUCTURAL, ELECTRICAL

La Brezza

A CONDOMINIUM DEVELOPMENT OF LOT 1, THE ENCLAVE,
 RECORDED IN BOOK 481 OF MAPS, PAGE 5A,
 MARICOPA COUNTY, ARIZONA
 PART OF THE NORTH RIVER BASIN, SECTION 22, T10N, R1E,
 GILA AND SALT RIVER BASIN, MCDONALD
 MARICOPA COUNTY, ARIZONA
 CITY OF PHOENIX



LEGEND

- ABSOLUTE BOUNDARY SURFACE OF UNIT, PATIO AND STAIRWAY ROOM
- INDICATES CENTER LINE OF COMMON WALL
- INDICATES CENTER LINE OF OUTSIDE WALL SURFACE
- UNDIMENSIONED WALLS/DOORS NOT ALIGNED TO CENTER LINE OF EXTERIOR WALL(S)
- UNITED COMMON ELEMENT
- C.E. COMMON ELEMENT
- D INDICATES UNIT TYPE (C OR D)
- 201 INDICATES UNIT NUMBER

(A) REFERS TO GRID LINE DESIGNATION. SEE SHEET 3 OF 9

NOTE

ALL DIMENSIONS AND FINISHES WERE PREPARED BY ARCHITECTS FOR CONDOMINIUMS, INC. 4717 E. HUNTERS LANE, SUITE 100 PHOENIX, ARIZONA 85008 PHONE: (602) 475-1122

THIRD FLOOR PLAN
 SCALE: 1" = 8'

1-14-78-82 - SHEET 3 OF 9

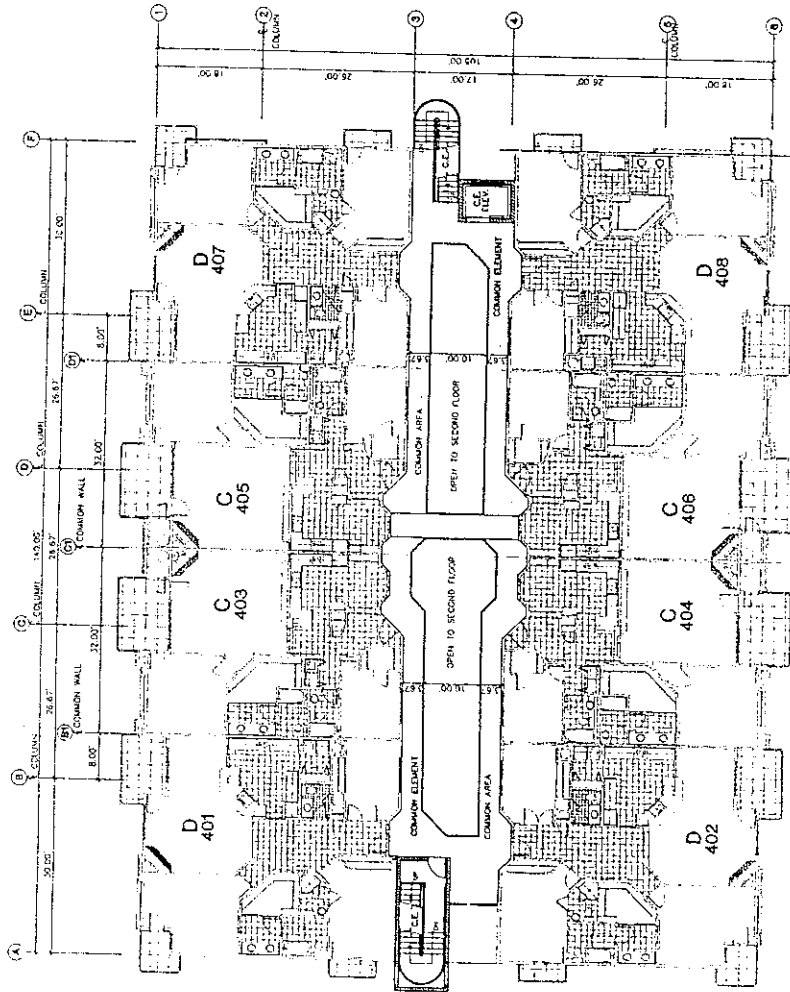
MOREHALL ENGINEERING
 1825 W. WASHINGTON AVENUE
 PHOENIX, ARIZONA 85007
 PHONE: 602-258-4428

CONTRACT NO. 158-27301-15-000

20000514923

La Breyza

A CONDOMINIUM DEVELOPMENT OF LOT 2, THE ENCLAVE,
 RECORDED IN BOOK 463 OF MAPS, PAGE 41,
 RECORDS OF MARICOPA COUNTY, ARIZONA
 PART OF THE NORTHEAST QUARTER SECTION 21, T.1N.R.1E,
 GILA AND SALT RIVER BASE & MERIDIAN
 MARICOPA COUNTY, ARIZONA
 CITY OF PHOENIX



LEGEND

- INDICATES BOUNDARY OUTLINE OF UNIT PATIO AND STORAGE ROOM
- INDICATES CENTER LINE OF COMMON WALL
- INDICATES CENTER LINE OF OUTSIDE WALL SURFACE
- INDICATES CENTER LINE OF STUCO FINISHES
- INCLUDES OUTSIDE WALL SURFACE ALONG OUTSIDE EDGE OF EXTERIOR WALLS
- LIMITED COMMON ELEMENT
- C.E. COMMON ELEMENT
- D INDICATES UNIT TYPE (C OR D)
- 201 INDICATES UNIT NUMBER
- (A) REFERS TO 2ND FLOOR DEPARTMENT, SEE SHEET 3 OF 9

NOTE

BUILDING FLOOR PLANS WERE PREPARED BY
 MOREA HALL ARCHITECTS, P.C.
 4711 LEMAY AVENUE, SUITE 100
 PHOENIX, ARIZONA 85018
 PHONE (602) 733-1002

1 1/2" = 1'-0" SHEET # 4 OF 9

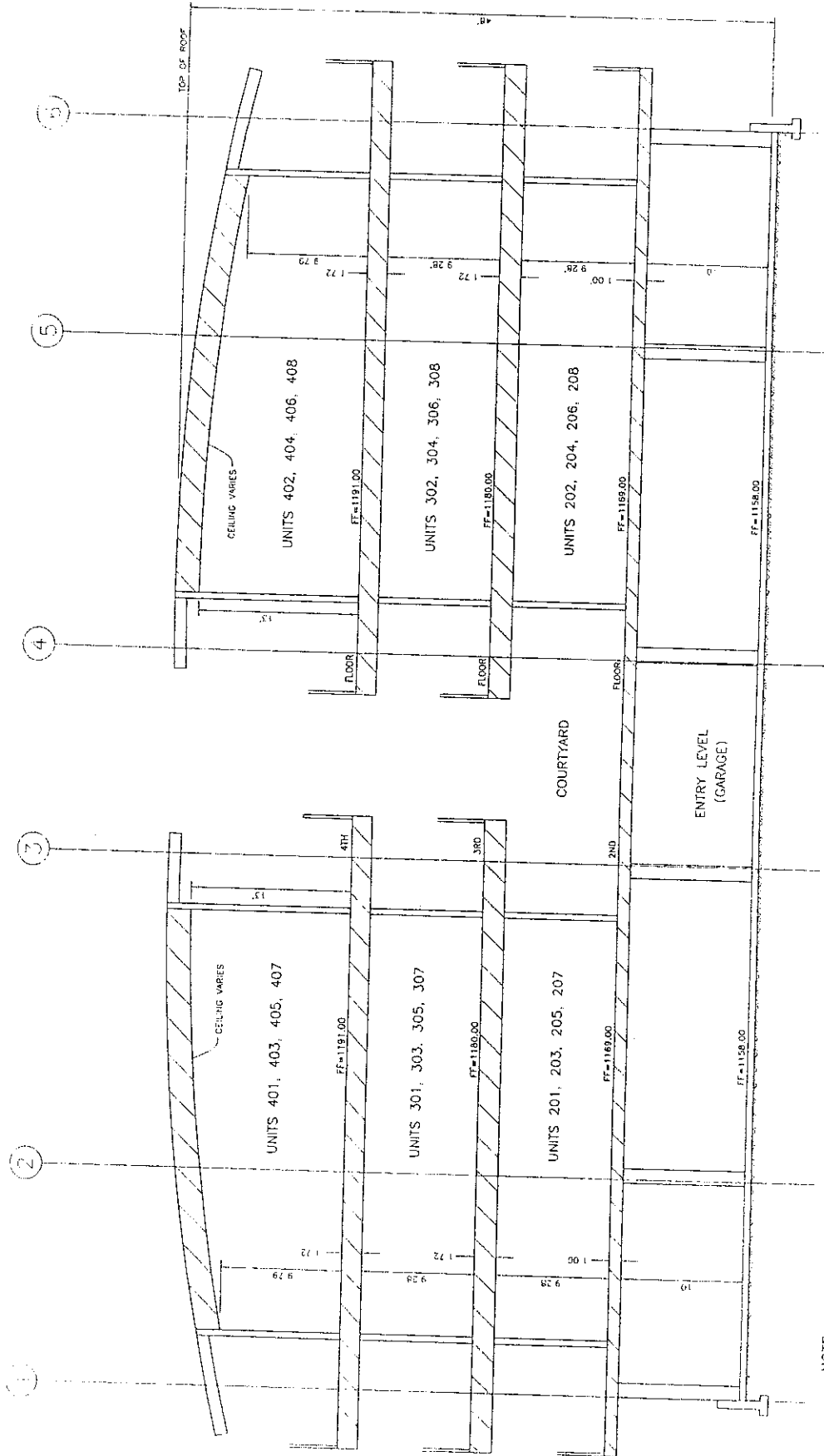
MOREA HALL ARCHITECTS, P.C.
 4711 LEMAY AVENUE, SUITE 100
 PHOENIX, ARIZONA 85018
 PHONE (602) 733-1002



FOURTH FLOOR PLAN
 SCALE 1"=10"

La Brezza

A CONDOMINIUM DEVELOPMENT OF LOT 2, THE ENCLAVE,
 RECORDED IN BOOK 461 OF MAPS, PAGE 56,
 RECORDS OF MARICOPA COUNTY, ARIZONA,
 PART OF THE NORTHEAST QUARTER, SECTION 72, T2N, R1E,
 GILA AND SALT RIVER BASIN, & MERIDIAN
 MARICOPA COUNTY, ARIZONA
 CITY OF PHOENIX



NOTE
 9/28/02 10:28 P.M. MORE APPEARANCE OF
 ARCHITECTS & ENGINEERS INTERNATIONAL, P.C.
 1000 EAST WASHINGTON AVENUE, SUITE 110
 PHOENIX, ARIZONA 85004
 PHONE (602) 573-4222

BUILDING SECTION (LOOKING NORTH)
 SCALE: 1"=4'



1 5/21/02 9:27:32 A.M.
 MOREA HALL
 ARCHITECTS & ENGINEERS, P.C.
 1812 N. 16TH AVENUE, SUITE 200
 PHOENIX, ARIZONA 85016
 PHONE (602) 258-4228
 FAX (602) 258-4228

(Buyer/Purchaser name) hereby understands that the Public Report for _____, Registration #DM _____ is in the process of being amended to reflect the recordation of the Affidavit of Correction to the Delcaration, a copy of which is attached, and agrees to close escrow on Unit _____ of _____, without the benefit of said amended Public Report.

Vendor ID: AZDEPTOFREAL Vendor Name: Arizona Department of

01/31/01 Check # 1240¹240

Invoice No	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Ammended	01/31/01	250 00	250 00	0 00	0 00	250 00
Net Check Amount						250 00

WINDSOR BREZZA, LLC
 4501 N. 22ND ST. STE. 170
 PHOENIX, AZ 85016
 (602) 840-0559

FIRST BANK OF ARIZONA
 SHEA BRANCH
 SCOTTSDALE, AZ 85254
 91-575-1221

1240

1240

01/31/01

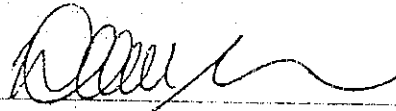
DATE

AMOUNT:

***** Two Hundred Fifty & 00/100 Dollars

*****250 00

Arizona Department of
Real Estate



⑈001240⑈ ⑆122105757⑆ 051⑈501942⑈

Security Features Included: Details on back

MP

PHOENIX OFFICE:

2910 N 44th Street
Subdivisions Section
Phoenix, Arizona 85018
(602) 468-1414 ext 400

ARIZONA
DEPARTMENT
OF REAL ESTATE

TUCSON OFFICE:

400 W. Congress
Suite 523
Tucson, Arizona 85701
(520) 628-6940

APPLICATION FOR
AMENDED PUBLIC REPORT
(SUBDIVIDED AND UNSUBDIVIDED LANDS)

General Information

1. This amendment procedure is available for use by a person or organization in amending **their own public report** for subdivided or unsubdivided lands.
2. It is unlawful for anyone, after submitting to the commissioner the development and sales plan under which lots, parcels or interests are to be offered for sale or lease and securing approval, to change that plan without first notifying the Commissioner in writing of the intended change. Upon the filing of any notice of change, the Owner/Applicant agrees to suspend sales, or with Department approval, continue sales providing the purchaser a copy of the current public report and disclosure of all changes prior to signing a contract. Prior to continuing sales, the Owner/Applicant must obtain Department approval of the form and content of the disclosure of changes. Sales must be conditioned upon purchaser receiving the amended public report.

NON-COMPLIANCE WITH THE ABOVE MAY RESULT IN VOIDABLE SALES AND THE RIGHT OF RESCISSION FOR PURCHASERS. FURTHER, THE DEPARTMENT MAY IMPOSE ADMINISTRATIVE PENALTIES.

3. The Department may find the use of this procedure unacceptable for certain circumstances and deny the application. Therefore, prior to filing this application, it would be prudent to contact the Department representative who issued your public report regarding the use of this procedure.

THE DEPARTMENT GIVES NO ASSURANCE THAT THIS FORM CAN BE USED. TO AVOID ANY DELAY IN PROCESSING OR TO AVOID LOSS OF YOUR APPLICATION FEE BECAUSE OF THE ISSUANCE OF AN ORDER DENYING THE AMENDED PUBLIC REPORT, PLEASE CONTACT THE DEPARTMENT PRIOR TO FILING THIS APPLICATION.

4. Although you are required to provide notice of changes, the Department may not deem issuance of an amended public report necessary unless there are changes that will cause information in the public report to be incomplete, incorrect or misleading. Contact the Department representative for direction on how to proceed to filing this application.
5. The filing fee to amend a subdivision public report is \$250.00 and an unsubdivided public report is \$500.00.
6. When possible, amendment applications will be processed by the Department representative who issued your public report. Applications will be directed immediately to the appropriate representative upon receipt and initial processing by staff.

**APPLICATION FOR
AMENDED PUBLIC REPORT
(SUBDIVIDED AND UNSUBDIVIDED LANDS)**

(Page 2)

Filing Procedures

1. File the attached NOTICE AND APPLICATION FOR AMENDED PUBLIC REPORT at the local office of the Department of Real Estate with an initial fee of \$250.00 (subdivision) or \$500.00 (unsubdivided land). If a site inspection is deemed necessary, you will receive a bill for inspection costs.
2. Provide supporting documentation related to the change(s) as necessary, e.g. updated title report; copies of recorded liens and encumbrances, together with acceptable release provisions; recorded restrictions or amendments thereto; easements; financial arrangements acceptable to the Department of completion of improvements; purchase contract to be used
3. The Department is required by law to process this application in accordance with established time frames. The following is a description of the time frames and procedures which the Department and applicant must comply with:
 - A. **Overall time-frame.** The Department shall issue or deny a public report within the overall time-frame after receipt of the complete application. The overall time-frame is the total of the number of days provided in the administrative completeness review and the substantive review

	Administrative Completeness Review	Deficiency Completion Period	Substantive Completeness Review	Additional Information Period	Overall Time-frame
Original Application	20	20	50	20	70
Amendment	10	10	10	10	20

B. Administrative completeness review.

1. The administrative completeness review time-frame begins the date the Department receives the application. The Department shall notify the applicant in writing of deficiencies within the administrative completeness review time-frame. The notice shall specify what information is missing. If the Department does not provide notice to the applicant, the application shall be deemed administratively complete.
2. An applicant with an incomplete application shall supply the missing information within the completion period shown in the above table. The administrative completeness review time-frame is suspended from the date of the Department's deficiency notice until the Department receives the information.

3. An applicant shall not supply the information "piece-meal" The receipt of any missing information will be interpreted as the applicant's response to the Department's deficiency notice and the Department will resume processing the application.
4. If the applicant fails to submit all of the missing information before the completion deadline, the Department will close the file. An applicant whose file has been closed and who later wishes to obtain a public report shall submit a new application.

C **Substantive Review.** The substantive review time-frames shown in the above table begin the day after the application is deemed administratively complete

1. The Department may schedule an inspection.
2. If the Department makes a comprehensive written request for additional information, the applicant shall submit the additional information identified by the request within the additional time period shown in the above table. The substantive review time-frame is suspended from the date of the Department's request until the information is received by the Department. If the applicant fails to provide the information identified in the request, the Department shall deem the application withdrawn and close the file.
3. An applicant shall not supply the requested additional information "piece-meal" The receipt of any requested information will be interpreted as the applicant's response to the Department's request for additional information and the Department will resume processing the application.
4. Unless the file has been closed because the application was incomplete, the Department shall issue a written notice granting or denying the public report within the substantive review time-frame. If the application is denied, the Department shall send the applicant written notice explaining the reason for the denial, the applicant's right to seek a fair hearing and the time period and manner in which the applicant may appeal the denial.

D **Application filing.** All development applications filed with the Department shall be considered filed on the date received by the Department.

E. **Computation of time.** In computing any period of time, the day of the act from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is Saturday, Sunday or legal holiday in which event the period runs until the end of the next day which is neither Saturday, Sunday nor a legal holiday.

OPTIONAL: Upon your request, Department representatives may authorize you to prepare the Amended Public Report using the Department Template and submit it on a 3 1/2" diskette in Microsoft Word 7.0 for windows 95 format

LaThomus Property Services
 Experts In Residential Real Estate

4620 North 16th Street, Suite 111 • Phoenix, Arizona 85016 • Phone (602) 294-6801 • FAX (602) 294-6802
 www.lathomus.com email info@lathomus.com

December 29, 2000

Windsor Apex, L.L.C.
 450 North 22nd Street Suite 170
 Phoenix, Arizona 85016

Re: Pool Pump Enclosure & Walkway

To Whom It May Concern:

This letter shall serve as official approval concerning the placement of a cover / roof over the pool equipment room and the addition of a common sidewalk between the Enclave and LaBreeza

We feel these improvements will benefit both communities. There is one concern at this time, that being the lighting of the proposed interconnecting walkway. For safety reasons we request that the sidewalk be illuminated with appropriate lights, specifically 120 volt metal, decorative units of a style complementing the architectural beauty of the complex.

Thank you for your assistance in these matters.

Respectfully,



Bob Wachowicz, Community Manager
 LaThomus Property Services

VERBAL APPROVAL -- WILL SIGN
 WHEN BACK FROM ASSIGNMENT.

Ralph Mason, President
 Enclave Condominium Association





OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2000-0733046 09/25/2000 03:26
 CLARK 1 OF 2

When recorded return to:
 Windsor Brezza L.L.C.
 4501 N. 22nd Street, Suite 170
 Phoenix, Arizona 85016-0601


AFFIDAVIT OF CORRECTION

This is to certify that I, Richard C. Hupfer, a registered Land Surveyor in the State of Arizona, having prepared the Final Plat for "LA BREZZA", recorded July 5, 2000 in Book 537 of Maps, Page 19 of Official Records of Maricopa County, Arizona, hereby publish this Affidavit of Correction to correct the name of the project, as follows:

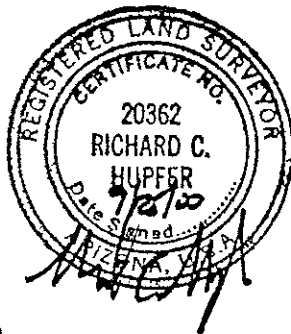
- 1) On sheet one of nine, the Declaration statement incorrectly refers to the name of the project, on two occasions, simply as "LA BREZZA", when in fact the correct name of the project should be stated as "LA BREZZA, a Condominium". Similarly, the Title of the project at the top center of this sheet, incorrectly reads "Final Plat for LA BREZZA", when in fact the correct Title should read, "Final Plat for LA BREZZA, a Condominium".
- 2) On sheets two through nine, the Title at the top of each sheet, incorrectly refers to the name of the project as "LA BREZZA", when in fact the correct Title of the project should be stated as "LA BREZZA, a Condominium".

I further certify that these errors were inadvertently made and that to my knowledge, are the only errors associated with this Final Plat.

Dated this 25th day of September, 2000.



Richard C. Hupfer
 R.L.S.No.20362
 Morea-Hall Engineering, Inc
 1820 W. Maricopa Freeway
 Phoenix, Arizona 85007



STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this 25th day of September, 2000, before me, the undersigned notary public, personally appeared Richard C. Hupfer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NORTH AMERICAN TITLE AGENCY OF ARIZONA, INC.

RECORDED
INDEXED
FILED
MARICOPA COUNTY
ARIZONA
JAN 18 2001

When recorded return to:
Windsor Brezza L L C
4501 N. 22nd Street, Suite 170
Phoenix, AZ 85016-0601
05000 415

AFFIDAVIT OF CORRECTION

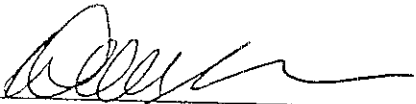
This is to certify that I, Douglas J. Edgelow, President of La Brezza Condominium Owners Association, having prepared the CC&R's, recorded October 3, 2000 with number 20000758944 , hereby publish this Affidavit of Correction to correct Section 3,* paragraph (c) to read as follows:

* OF ARTICLE II,

Subject to the provisions of Subsection (b) of this Section, all Improvements within the boundaries of a Unit are part of the Unit.

I further certify that this error was inadvertently made and that to my knowledge, there are no other errors

Dated this 17th day of January, 2001




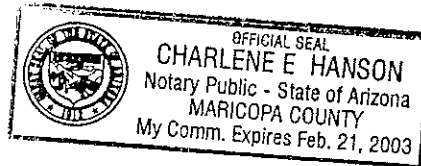
Douglas J Edgelow, President
LaBrezza Condominium Owners Association
4501 N 22nd Street, Suite 170
Phoenix, AZ 85016-0601

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 17th day of January, 2001, before me, the undersigned notary public, personally appeared Douglas J Edgelow, known to be the person whose name is subscribed on the foregoing instrument and acknowledged he executed the same for the purposes therein contained.

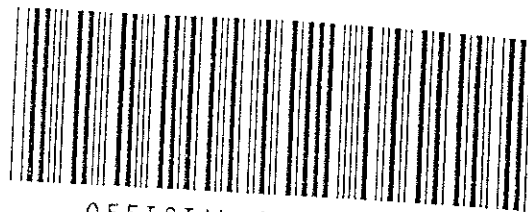
IN WITNESS WHEREOF, I have hereunto set my hand and official seal


Notary Public
My Commission Expires: 02/21/03



When Recorded Return To:

David R. Baker, Esquire
LANG & BAKER, P L C
6902 East First Street
Suite 100
Scottsdale, Arizona 85251
0500415



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2000-0514324 07/05/2000 04:49
151990 2 OF 3

JOINT EASEMENT AND FACILITIES USE AGREEMENT

THIS JOINT EASEMENT AND FACILITIES USE AGREEMENT ("Agreement") is made and entered into this 30 day of December, 1999, by and between The Enclave at Biltmore Financial District Condominium Owners Association, an Arizona nonprofit corporation ("Enclave"), and La Brezza Condominium Owner's Association, an Arizona non-profit corporation ("La Brezza")

WHEREAS, Enclave is the owner of, and has been specifically formed for the purpose of owning, managing and maintaining the "Common Elements" of an Arizona condominium development known as The Enclave at the Biltmore Financial District (the "Enclave Condominium"), and has been given the power and duty to levy assessments on its members for such purposes; and

WHEREAS, La Brezza is the owner of, and has been specifically formed for the purposes of owning, managing and maintaining the "Common Elements" of an Arizona condominium development known as the La Brezza Condominiums (the "La Brezza Condominium"), and has been given the power and duty to levy assessments on its member for such purposes; and

WHEREAS, the Enclave Condominium and the La Brezza Condominium are contiguous to one another, and each contains certain amenities or facilities as hereinafter described (the "Facilities") not contained by the other; and

WHEREAS, the Enclave and La Brezza, and each of them, have agreed to jointly and reciprocally use and maintain all of the Facilities described herein and desire to set to writing their agreement and understanding relating to such use and maintenance and also to act responsibly in the administration of these joint use facilities

NOW, THEREFORE, the parties agree as follows:

I. DEFINITION OF FACILITIES.

This Agreement relates to the following facilities:

- A The Enclave owns, and hereby makes subject to this Agreement, the following facilities (the "Enclave Facilities"):
- (1) The swimming pool and its surrounding area, ramadas, deck, chairs, etc
 - (2) The whirlpool and its surrounding deck and area, and
 - (3) All barbecues, barbecue areas and equipment
- B Similarly, LaBrezza owns, and hereby makes subject to this Agreement the following facilities (the "LaBrezza Facilities"):
- (1) Exercise and workout room and all equipment, weights and related items; and
 - (2) Associated walkways

II. JOINT USE OF FACILITIES

The parties, and each of them, hereby irrevocably dedicate the Facilities (both the Enclave Facilities and the LaBrezza Facilities) to the permanent and unrestricted joint use and enjoyment of the members of the Enclave and LaBrezza and their guests, invitees, tenants and relatives. Both parties shall appoint two (2) members each and an outside impartial member to vote on each administration of the joint use facilities.

III. MAINTENANCE OF FACILITIES.

The parties acknowledge that it is their intent to jointly use and maintain all of the Facilities. Accordingly, the parties shall together arrange for all cleaning, maintenance and upkeep of all the facilities, shall jointly and proportionately share in the expenses associated therewith, and shall, when necessary or appropriate, assess their respective members for payment of such expenses. Both parties shall set aside adequate funds to a reserve account, which will cover any potential replacement costs.

IV. GRANT EASEMENT.

The Enclave hereby grants to LaBrezza and its members, guests and invitees, a permanent easement for access to and use of the Enclave Facilities. LaBrezza hereby grants to the Enclave, and its members, guests and invitees, a permanent easement for access to and use of the LaBrezza Facilities. Each of such easements shall include the right to reasonable ingress and egress over the other common elements as it is necessary to access the facilities, and each of such easements shall run with the land.

V. AMENDMENT OF CC&R'S.

By executing the Agreement, the Enclave hereby amends that certain Declaration of Condominium together with Covenants, Conditions and Restrictions for The Enclave at the Biltmore Financial District dated March 20, 1999, and recorded at Document No 98-0217720 with the Maricopa County Recorder's Office. Similarly, by executing this Agreement, La Brezza Condominium hereby amends that certain Declaration of Condominium Together with Convenants, Conditions and Restrictions for La Brezza Condominium Owners Association dated June 27, 2000 and recorded at Document No _____ with the Maricopa County Recorder's Office.

VI. FURTHER DOCUMENTATION.

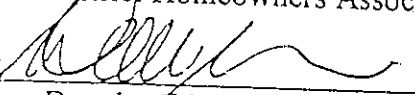
The parties, and each of them, agree to execute such other and further documentation as may be necessary or appropriate to carry out the terms of this Agreement.

WHEREFORE, the parties have executed this Agreement on the date and year first above written.

"The Enclave Condominiums"

The Enclave at Biltmore Financial
District Homeowners Association

By:

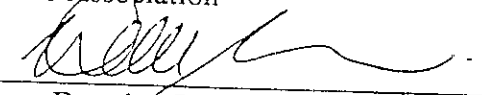


Douglas Edgelow
Managing Member of
Windsor/Apex L L C
Declarant

"La Brezza Condominiums"

La Brezza Condominium
Owners Association

By:



Douglas Edgelow
Managing Member of
Windsor/Apex L L C
Declarant