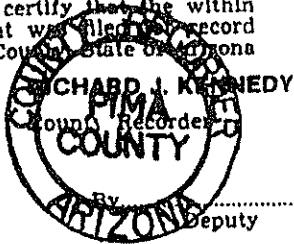


STATE OF ARIZONA }
COUNTY OF PIMA }

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona



Witness my hand and Official Seal.

Indexed	Paged	Blotted

No. _____
 Book 6989 Page 565-571
 Date: MAR 16 '83 - 9 AM
 Request of: Park Ave. Industrial and Comm. C.
 Fee: 10.00

FORM 4-18

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER, an Arizona Partnership hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Tucson, Pima County, Arizona, which is more particularly described on Exhibit A attached hereto and incorporated by reference herein as if fully set forth.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any party thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

DEFINITIONS: Declarant shall mean and refer to PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER and its successors and assigns of such successors and assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties. Property shall mean and refer to that certain real property hereinbefore described. Owner shall mean and refer to

the record owner whether one of more persons or entities of a fee simple title to any lot which is a part of the properties including contractors, sellers but excluding those having such interest merely as security for the performance of an obligation.

(a) Building - shall mean and include, but not be limited to the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to garages, outside platforms and docks, storage tanks, carports, canopies, enclosed malls and porches.

(b) Building Site - shall mean a tract of real property within the subject property, as determined by the legal description in a conveyance or lease from Developer.

(c) Improvements - shall mean and include, but not be limited to buildings, out buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities and walkways located on a Building Site.

(d) Landscaping - a space of ground covered with lawn and/or ground cover combined with shrubbery, trees and the like, which may be complemented with earth berms, masonry or similar materials all harmoniously combined with themselves and with other improvements on the Building Site.

(e) Lawn - a space of ground covered with grass, kept nealty mown and maintained.

(f) Occupant - shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which has purchased, leased, rented or has otherwise legally acquired the right to occupy and use any Building, Building Site or portions of

any Building or Building Site, whether or not such right is exercised.

No site or lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance or is noxious, or offensive by reasons of admission of dust, odor, gas, smoke, fumes, or noise, or which might produce an usual danger of fire, explosion or other casualty.

Development of all properties shall comply with all government regulations, statutes, ordinances and rules.

No more than 45 percent of the area of a Building Site may be covered with building or other structures. No more than 90 percent of the area of the Building Site may be covered with buildings, structures, off street loading areas, driverways, walkways, parking areas, outside storage and other paved areas. The remaining areas shall be devoted to open space and shall remain unimproved except for landscaping. No Building or other structure shall be erected nearer 20 feet from any street, right-ofway nor nearer than 10 feet from any site, property line or any real property line.

Before commencing the construction or alteration of all Buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structure, or permanent improvements on or to any site or lot on the before described property the property owners shall first submit site plans or plans of specifications therefore to declarant or its successors or assigns for its written approval. In the event that such board or its designated representative shall fail to approve or disapprove such building plans, specifications, or site plans within thirty (30) days after

they have been submitted to the Board, such approval will not be required in this covenant and will be deemed to have been complied with.

Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of Declarant or its successors or assigns.

All truck service shall be totally within each building site. No storage or overnight parking of trucks or truck trailers shall be permitted except in off street loading areas. Each building site shall contain all required facilities entirely within the site. Parking on street-rights-of-way is expressly prohibited and the owners and tenants of each building site shall be responsible for enforcement of this provision regarding their respective employees and visitors. All off street loading areas, driveways, walkways and parking areas shall be lighted in conformance with an approval of the Declarant its successors or assigns, and said lighting shall be fully operated each night from dusk until midnight.

All open areas on Building sites shall be suitably graded and drained and shall be landscaped in accordance with plans approved by the Declarant.

No construction or exterior alterations of any building or other improvements including signs and landscaping may be commenced without approval by Declarant its assigns or successors of the plans of such construction or alterations. Declarant its successors or assigns shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they are received, and failure to either approve or disapprove within

this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirements shall mean written approval of Declarant, its successors, or its assigns in the following manner: All applications to developers for approval of plans shall be addressed as follows: PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER, P.O. Box 27547 Tucson, Arizona 85726, or to any such address as to Declarant shall hereafter designate in writing.

MAINTENANCE. The owner, occupant, user or lessee of each building site shall jointly and severally have the duty and responsibility at their sole costs and expense, to (a) keep the premises, buildings, improvements, appurtenances, and landscaping of each building site in a well-maintained safe, clean and attractive condition at all times; (b) comply in all respects with all governmental health rules and the requirements of these Covenants; and (c) remove at their expense any trash, refuse or waste of any character whatsoever which may accumulate on said building sites. If, in the opinion of Declarant any such person fails in the foregoing duties and responsibilities, then Declarant may give such person notice of his failure and such person must, within ten (10) days after receipt of written notice, perform the care and maintenance required or which is appropriate to restore the building site to a safe, well-maintained, clean, attractive and lawful condition. Should any such person fail to fulfill this duty and responsibility after written notice, then Declarant may enter onto the premises and perform such care and maintenance without any liability for

damages for wrongful entry or otherwise to any person. The owner, occupant, user and lessee of any building site or portion of the land on which such work is performed by Declarant shall be liable for the cost of such work and shall promptly reimburse Declarant for the cost thereof.

GOVERNMENT REGULATIONS. Zoning ordinances, building codes and regulations and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations restrictions and requirements, the more restrictive standards shall apply. Any approval of Declarant required in this Declaration does not in any way relieve owners and occupants from obtaining approvals required by any governmental body having jurisdiction.

ENFORCEMENT. Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any owner, occupant, person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereto. Declarant shall not be liable for enforcement of or for failure to enforce said provisions, and failure of Declarant or any owner or occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

DUARATION, MODIFICATION AND TERMINATION. The Protective Covenants set forth in the Declaration shall run with and bind the land within

the subject property and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Declarant or the owner of any property subject to this Declaration, their heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded; provided however, that this Declaration may be amended or terminated by Declarant by an instrument in writing, property executed, acknowledged and filed with the Pima County Recorder; and provided further that such amendment or termination shall not adversely affect any owner's or occupant's rights to use its building site for purposes consistent with this Declaration.

SEVERABILITY. Invalidation of any one or more of the provisions of this Declaration by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

Every owner shall have a right and easement of enjoyment in and to the private streets, drives and rights-of-way as indicated on the plat filed with the Department of Planning of the City of Tucson, Arizona, which right shall be appurtenant to and shall pass with the title to every lot. Said right shall guarantee a joint use of those private streets, drives and rights-of-way to each lot owner for purposes of ingress and egress across the prior described property. Declarant, for each lot owned within the properties hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay annual assessments or charges, and special assessments for improvements and maintenance of the

streets, drives, and rights-of-way. Annual and special assessments together with interest, costs and reasonable attorneys' fees shall be a charge on the land and each lot, and shall be the continuing lien upon the property against which each assessment is made. Each such assessment together with interests and reasonable attorneys' 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 assessments levied shall be used exclusively for the maintenance, repair and improvements to the private streets, drives and rights-of-way described above. In addition to annual assessments a special assessment may be assessed against lot owners for the purpose of defraying in whole or part the cost of any construction, reconstruction or repair, or replacement of said private streets, drives and rights-of-way. Said assessment shall be voted upon by all lot owners with each lot owner receiving (1) one vote.

NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED. Written notice of any meeting called for the purpose of taking any action authorized under the above Sections shall be sent to all members not less than thirty (30) days nor 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 (60) percent of all of the votes 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. No such subsequent meeting shall be held more than sixty

(60) days following the preceding meeting.

EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. An action may be brought against the owner personally obligated to pay the same or to foreclose the lien against the property.

FORMATION OF ASSOCIATION, MEMBERSHIP, VOTING RIGHTS AND POWERS.

To carry out and enforce the conditions, covenants and restrictions stated herein, a corporation shall be formed which shall be called PARK AVENUE INDUSTRIAL COMMERCIAL CENTER OWNER'S ASSOCIATION. Every owner of a lot which is subject to assessment and subject to the conditions, covenants and restrictions contained herein shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which subject to assessment. There shall be two classes of voting membership:

a) Class "A" members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. A vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

b) Class "B" members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class "B" memberships shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership. The Association shall

have all of the power and right to enforce every term of these conditions, covenants and restrictions, and any amendments made thereto. PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER OWNER'S ASSOCIATION shall own and accept responsibility for maintenance and liability of all common areas described herein including but not limited to the private streets, drives and rights-of-ways as indicated on the plat filed with the Department of Planning of the City of Tucson, Arizona.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of FEBRUARY, 1983.

PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER

BY *Gregory J. Papanikolas*, General Partner

STATE OF ARIZONA)
)
COUNTY OF PIMA) ss:

THIS INSTRUMENT was acknowledged before me this 28 day of February, 1983, by GREGORY J. PAPANIKOLAS, General Partner of PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER.

Gerardina Atchard
NOTARY PUBLIC

My Commission Expires:
11/7/83

6989 REV 574

WHEN RECORDED MAIL TO:
Park Avenue Industrial & Commercial Center
P.O. Box 27547
Tucson, AZ 85726

AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions is hereby made on the date set forth below by PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER, an Arizona Partnership, and PARK AVENUE FAIR STREET ASSOCIATES, a general partnership,* hereinafter referred collectively to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Tucson, Pima County, Arizona, more particularly described in Exhibit "A" attached hereto and incorporated by reference herein as if fully set forth; and

WHEREAS, on the 28th day of February, 1983, Declarant executed a Declaration of Covenants, Conditions and Restrictions subjecting the property described on Exhibit "A" attached hereto and incorporated by reference herein as if fully set forth, to certain restrictions which Covenants, Conditions and Restrictions were recorded on March 16, 1983, at Book 6989 Page 565 through 574 in the office of the County Recorder at Pima County, Arizona; and

WHEREAS, since the original Declaration of Covenants, Conditions and Restrictions no change in ownership of the lots has occurred; and

WHEREAS, it is the desire of Declarant to amend those original Declarations of Covenants, Conditions and Restrictions.

*and FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 5615, and not personally

NOW, THEREFORE, said Covenants, Conditions and Restrictions are hereby modified and amended to read as follows:

1. Declarant shall mean and refer to PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER and its successors and assigns if such successors and assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties. Property shall mean and refer to that certain real property hereinbefore described. Owner shall mean and refer to the record owner whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contractors, sellers but excluding those having such interest merely as security for the performance of an obligations.

(a) Building - shall mean and include, but not be limited to the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to garages, outside platforms and docks, storage tanks, carports, canopies, enclosed malls and porches.

(b) Building Site - shall mean a tract of real property within the subject property, as determined by the legal description in a conveyance or lease from Developer.

(c) Improvements - shall mean and include, but not be limited to buildings, out buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities

and walkways located on a building site.

(d) Landscaping - a space of ground covered with lawn and/or ground cover combined with shrubbery, trees and the like, which may be complemented with earth berms, masonry or similar materials all harmoniously combined with themselves and with other improvements on the building site.

(e) Lawn - a space of ground covered with grass, kept neatly mown and maintained.

(f) Occupant - shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which has purchased, leased, rented or has otherwise legally acquired the right to occupy and use any building, building site or portions of any building or building site, whether or not such right is exercised.

2. No site or lot shall be used for any purposes or business which is considered dangerous or unsafe, or which constitutes a nuisance or is noxious, or offensive by reasons of emissions of undust, odor, gas, smoke, fumes, or noise, or which might produce an usual danger of fire, explosion or other casualty.

3. Development of all properties shall comply with all government regulations, statues, ordinances and rules.

4. No more than Sixty (60%) percent of the area of a building site may be covered with building or other structures. No more than Ninety-five (95%) percent of the area of the building site may be covered with buildings, structures, off street loading areas, driveways, walkways, parking areas, outside storage and other paved areas. The remaining area shall be devoted to open space and shall remain unimproved except for landscaping. Requirements of setbacks, side yards, rear yards, building heights, and other building restrictions

shall be in accordance with the ordinances of the City of Tucson and other regulations as they exist at the time of construction. This paragraph shall not affect the requirements in the following paragraphs and all construction shall be subject to the provisions of the following paragraphs.

5. All buildings shall be of masonry or block construction or their equivalent. Before commencing the construction or alterations of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structure, or permanent improvements on or to any site or lot on the before described property the property owners shall first submit site plan or plans and specifications therefore to Declarant or its successors or assigns for its written approval. In the event that such board or its designated representative shall fail to approve or disapprove such building plans, specifications, or site plans within thirty (30) days after they have been submitted to the Board, such approval will not be required in this Covenant and will be deemed to have been complied with. All addresses of each and every building shall be clearly marked.

6. Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of Declarant or its successors or assigns.

7. All truck service shall be totally within each building site. No storage or overnight parking of trucks or truck trailers shall be permitted except in off street loading areas. Each building

site shall contain all required facilities entirely within the site. Parking on street-right-of-way is expressly prohibited and the owners and tenants of each building site shall be responsible for enforcement of this provision regarding their respective employees and visitors. All off street loading areas, driveways, walkways and parking areas shall be lighted in conformance with an approval of the Declarant its successors or assigns, and said lighting shall be fully operated each night from dusk until dawn.

8. All open areas on building sites shall be suitably graded and drained and shall be landscaped in accordance with plans approved by the Declarant.

9. No construction or exterior alterations of any building or other improvements including signs and landscaping may be commenced without approval by Declarant its assigns or successors of the plans of such construction or alterations. Declarant its successors or assigns shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they are received, and failure to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirements shall mean written approval of Declarant, its successors, or its assigns in the following manner: All applications to developers for approval of plans shall be addressed as follows: PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER, P.O. Box 27547, Tucson, Arizona 85726, or to any such address as to Declarant shall hereafter designate in writing.

10. MAINTENANCE. The owner, occupant, user or lessee of each building site shall jointly and severally have the duty and responsibility at their sole cost and expense, to (a) keep the premises, buildings, improvements, appurtenances, and landscaping of each building site in a well-maintained safe, clean and attractive condition at all times; (b) comply in all respects with all governmental health rules and the requirements of these Covenants; and (c) remove at their expense any trash, refuse or waste of any character whatsoever which may accumulate on said building sites. If, in the opinion of Declarant any such person fails in the foregoing duties and responsibilities, then Declarant may give such person notice of his failure and such person must, within ten (10) days after receipt of written notice, perform the care and maintenance required or which is appropriate to restore the building site to a safe, well-maintained, clean, attractive and lawful condition. Should any such person fail to fulfill this duty and responsibility after written notice, then Declarant may enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry or otherwise to any person. The owner, occupant, user and lessee of any building site or portion of the land on which such work is performed by Declarant shall be liable for the cost of such work and shall promptly reimburse Declarant for the cost thereof.

11. GOVERNMENT REGULATIONS. Zoning ordinances, building codes and regulations and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declarant and any such governmental codes, regulations,

restrictions and requirements, the more restrictive standards shall apply. Any approval of Declarant required in this Declaration does not in any way relieve owners and occupants from obtaining approvals required by any governmental body having jurisdiction.

12. Until Eighty (80%) percent of the lots described on Exhibit "A" have been sold, PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER shall have all of the power and right to enforce every term of these Conditions, Covenants and Restrictions, and to make any amendments made thereto. Upon the sale of Eighty (80%) percent of the lots described on Exhibit "A", PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER hereby transfers the right and power to enforce every term of these Conditions, Covenants and Restrictions and any amendments made thereto to the PARK AVENUE INDUSTRIAL COMMERCIAL CENTER OWNER'S ASSOCIATION as described below.

13. A corporation shall be formed which shall be called PARK AVENUE INDUSTRIAL COMMERCIAL CENTER OWNER'S ASSOCIATION. Every owner of a lot which is subject to assessment and subject to the Conditions, Covenants and Restrictions contained herein shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments. If more than one person or entity holds an interest in any lot all such persons or entities shall be members and the vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot. PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER OWNER'S

ASSOCIATION shall own and accept responsibility for maintenance and liability of all common areas described herein, including but not limited to the private streets, drives and right-of-ways as indicated on the plat filed with the department of planning of the City of Tucson, Arizona.

14. ENFORCEMENT. Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any owner, occupant, person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereto. Declarant shall not be liable for enforcement of or for failure to enforce said provisions, and failure of Declarant or any owner or occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

15. DURATION, MODIFICATION AND TERMINATION. The Protective Covenants set forth in the Declaration shall run with and bind the land within the subject property and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Declarant or the owner of any property subject to this Declaration, their heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded; provided, however, that this Declaration may be amended or terminated by Declarant by an instrument in writing properly executed, acknowledged and filed with the Pima County,

Recorder; and provided further that such amendment or termination shall not adversely affect any owner's or occupant's rights to use its building site for purposes consistent with this Declaration.

16. An easement for drainage and ponding is hereby granted across each lot described on Exhibit "A" in favor of all other lots described on Exhibit "A".

17. SEVERABILITY. Invalidation of any one or more of the provisions of this Declaration by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Every owner shall have a right and easement of enjoyment in and to the private streets, drives and rights-of-way as indicated on the plat attached hereto as Exhibit "B" and incorporated herein by this reference. Said right shall be appurtenant to and shall pass with the title to every lot. Said right shall guarantee a joint use of those private streets, drives and rights-of-way to each lot owner for purposes of ingress and egress across the prior described property. Each owner hereby agrees that parking on and ingress and egress to all lots shall remain free and clear at all times, and further that all unassigned parking areas of each and every lot may be used by all tenants and their customers and invitees. Declarant for each lot, with the exception of Lots Five (5), Six (6), and Seven (7) of PARK AVENUE INDUSTRIAL CENTER, owned within the properties hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such

deed is deemed to covenant and agree to pay annual assessments or charges, and special assessments for improvements and maintenance of the streets, drives and rights-of-way. Annual and special assessments together with interest, costs and reasonable attorneys' fees shall be a charge on the land and each lot, and shall be the continuing lien upon the property against which each assessment is made. Each such assessment together with interests and reasonable attorneys' 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 assessments levied shall be used exclusively for the maintenance, repair and improvements to the private streets, drives and rights-of-way described above. In addition to annual assessments a special assessment may be assessed against the lot owners for the purpose of defraying in whole or part the cost of any construction, reconstruction or repair, or replacement of said private streets, drives and rights-of-way. Said assessment shall be voted upon by all lot owners with each lot owner receiving one (1) vote. The annual assessments shall be equal for each lot and as to special assessments each lot shall pay its prorata share of the special assessments which shall be determined by dividing the total special assessments due for all lots by the number of lots described on Exhibit "A", not including lots Five (5), Six (6), and Seven (7) of PARK AVENUE INDUSTRIAL CENTER, per map recorded in Book 35, Page 99, of Maps in the office of the County Recorder of Pima County, Arizona, hereinafter referred to as the "Assessment-Free Lots." Notwithstanding the foregoing, the assessments hereinabove described shall not be levied against the lot owners

of the Assessment-Free Lots and shall not constitute a lien upon the "Assessment-Free Lots."

19. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED. Written notice of any meeting called for the purpose of taking any action authorized under the above Sections shall be sent to all members not less than thirty (30) days nor 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 (60%) percent of all of the votes 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. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

20. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. An action may be brought against the owner personally obligated to pay the same or to foreclose the lien against the property.

21. Buildings and construction completed on the lots described on Exhibit "A", or under construction on said lots as of February 28, 1983, are hereby exempt from the Covenants, Conditions and Restrictions.

22. Notwithstanding anything included in the foregoing PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER hereby retains all

rights to enforce the provisions of these Declarations and to so amend, and those rights retained hereunder shall be transferred only by a specific devise enumerating rights to enforce and amend these Declarations. This paragraph however shall be subject to paragraph 12 contained herein. A transfer of lots described on Exhibit "A" into a trust of which Declarant is a beneficiary shall not be deemed a transfer of sale of lots as described in paragraph 12 herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 12th day of July, 1983.

FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, AS TRUSTEE, and not personally
BY: [Signature]
Kevin French, Trust Officer

PARK INDUSTRIAL AND COMMERCIAL CENTER
BY: [Signature]
Gregory J. Papanikolas, General Partner

PARK AVENUE FAIR STREET ASSOCIATES, a general partnership

BY: [Signature]
Michael J. Papanikolas,
Managing General Partner

STATE OF ARIZONA)
County of Maricopa) ss.
~~Maricopa~~

THIS INSTRUMENT was acknowledged before me this 12th day of July, 1983, by GREGORY J. PAPANIKOLAS, General Partner of PARK AVENUE INDUSTRIAL AND COMMERCIAL CENTER, an Arizona general partnership, on behalf of the partnership.

[Signature]
Notary Public

My commission expires:
NOV. 8, 1983

STATE OF ARIZONA)
County of Pima)

ss.

THIS INSTRUMENT was acknowledged before me this 12th day of July, 1983, by MICHAEL J. PAPANIKOLAS, Managing General Partner of PARK AVENUE FAIR STREET ASSOCIATES, a general partnership, on behalf of the partnership.

James O. Carroll
Notary Public

My commission expires:

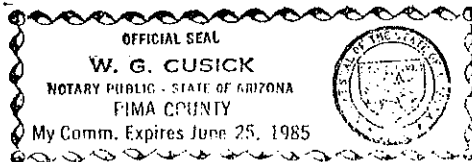
NOV. 8, 1983

STATE OF ARIZONA)
)ss
COUNTY OF PIMA)

On this, the 19th day of July, 1983, before me, the undersigned, a Notary Public, personally appeared KEVIN FRENCH who acknowledged to be the Trust Officer of the FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, A corporation, 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, as Trustee, by KEVIN FRENCH as such officer.

W. G. Cusick
Notary Public

My Commission Expires: 6/25/85

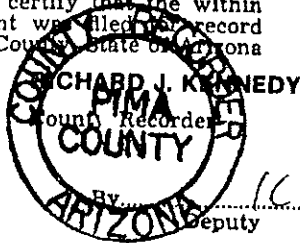


E X H I B I T ' A

Lots 1 through 12 of PARK AVENUE INDUSTRIAL CENTER per map recorded in Book 35, Page 99 of Maps in the office of the County Recorder of Pima County, Arizona.

STATE OF ARIZONA }
COUNTY OF PIMA } ss.
Witness my hand and Official Seal.

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona



Indexed	Paged	Blotted

FORM 4-13

No. 81384 7078
Book 81384 Page 7078
Date: JUL 21 '83 4 PM
Request of: FIRST AMERICAN TITLE INSURANCE CO, OF ARIZONA
Fee: 14.00 M

LAW OFFICE OF DAVID K. GRAY, P.C.

4500 N. AVENIDA POLACCA
TUCSON, ARIZONA 85749-9524
(520) 749-0561
(520) 749-0562 (FAX)
DGRAYLAW@COMCAST.NET

April 18, 2008

PM 777 E. MacArthur Tucson LLC
13855 N. Northsight Blvd., Ste 100
Scottsdale, AZ 85260-3756

Pueblo Congregation of Jehovah's Witnesses
3257 S. Capri Circle
Tucson, AZ 85713-5139

Lorenzo & Mary Ellen Valenzuela
6033 W. Sherman
Phoenix, AZ 85043-3514

Leung Foundation
8710 N. Thornydale Road, #120
Tucson, AZ 85742

City of Tucson
Attn: Tim Murphy
201 N. Stone Avenue
Tucson, AZ 85701

Ohio Street Building No. 2, Ltd., L.L.L.P.
Attn: Greg Papanikolas
P.O. Box 30656
Tucson, AZ 85751-0656

RECEIVED

APR 21 2008

Re: Park Avenue Industrial Center; Copy of Recorded Amendment to Declaration of Covenants, Conditions and Restrictions ("CCRs Amendment")

Ladies and Gentlemen:

On behalf of Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation ("PAIC"), enclosed for your records in connection with your ownership of one or more lots in the Park Avenue Industrial Center, please find a copy of the recorded CCRs Amendment.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MER
DEPUTY RECORDER
0409 ES1



DOCKET: 13264
PAGE: 152
NO. OF PAGES: 19
SEQUENCE: 20080520076
03/17/2008
ARSTR: 10:27
MAIL
AMOUNT PAID \$ 30.00

W
PARK AVE INDUSTRIAL CENTERS ASSOC
P O BOX 30656
TUCSON AZ 85751

When recorded, return to:
Gregory J. Papanikolas, Vice-President
Park Avenue Industrial Center Owner's Association, Inc.
P.O. Box 30656
Tucson, AZ 85751-0656

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is hereby made on the date set forth below by Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation, PM 777 E. Macarthur Tucson, LLC, an Arizona limited liability company, Lorenzo and Mary Ellen Valenzuela, husband and wife, Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona, an Arizona non-profit corporation, Ohio Street Building No. 2, Ltd., L.L.L.P., an Arizona limited liability limited partnership, the City of Tucson, an Arizona municipal corporation, and The Leung Foundation, an Arizona non-profit corporation (hereinafter collectively referred to as the "Declarant").

RECITALS:

A. On the 28th day of February 1983, Park Avenue Industrial and Commercial Center, a now dissolved Arizona partnership (the "PAIC Partnership"), executed a Declaration of Covenants, Conditions and Restrictions (the "CCRs") as the declarant thereby subjecting the real property located within the Park Avenue Industrial Center subdivision ("PAIC"), which is more specifically described on Exhibit A attached hereto and incorporated herein by reference, to certain use covenants, conditions and restrictions. The CCRs were recorded on March 16, 1983, in Book 6989, Pages 565 through 574, in the Office of the Pima County, Arizona Recorder; and

B. Among other things, the CCRs provide that the term "Declarant" shall mean the PAIC Partnership and its successors and assigns who acquire more than one undeveloped lot within PAIC from PAIC Partnership. Each entity described above collectively defined as the Declarant in this Amendment is a successor in interest to the PAIC Partnership's interest in the

(A0018300.DOC/)

199-03-2008-1

real property within PAIC and constitute all owners of record of the real property within PAIC. The CCRs further provide that the Declarant may amend the CCRs by an instrument in writing, properly executed, acknowledged and recorded with the Pima County Recorder provided that such amendment shall not adversely affect any owner's or occupant's rights to use its building site for purposes consistent with the CCRs; and

C. The CCRs were amended by an Amendment to Declaration of Covenants, Conditions and Restrictions dated July 12, 1983 and recorded on July 21, 1983 in the Office of the Pima County, Arizona Recorder in Docket 7078 at Pages 1210 through 1223, and by a subsequent Amendment to Declaration of Covenants, Conditions & Restrictions dated September 13, 1984 recorded September 19, 1984 in the Office of the Pima County Recorder in Docket 7371 at Pages 126 through 128, and by a subsequent Amendment to Declaration of Covenants, Conditions & Restrictions dated January 24, 1985 recorded January 29, 1985 in the Office of the Pima County Recorder in Docket 7460 at Pages 85 through 87. The CCRs as amended by each of the amendments referred to herein are hereinafter referred to collectively as the "CCRs"); and

D. Since recordation of the original CCRs and amendments thereto, Lot 8 of PAIC has been sold to the City of Tucson, an Arizona municipal corporation. The City of Tucson intends to utilize Lot 8 of PAIC for purposes of construction and operation of a secure police evidence facility; and

E. At the request of the City of Tucson, the Declarant desires to amend the CCRs as set forth herein.

NOW, THEREFORE, the Declarant hereby amends and modifies the CCRs as follows:

1. The definition of the term "Declarant" as used in the CCRs is amended as follows:

"Declarant" shall mean and refer collectively to all owners of one or more Lots and/or of a portion of one or more Lots and/or the common area or a portion of the common area in Park Avenue Industrial Center and their successors and assigns. All rights and powers of the Declarant under the CCRs and all actions authorized to be taken or performed by the Declarant pursuant to the CCRs,

including without limitation, amending the CCRs, shall be taken upon the majority vote of the owners who collectively comprise the Declarant. For purposes of the foregoing sentence, each owner of a vacant Lot shall be entitled to one (1) vote for each vacant lot owned and each owner of a building shall be entitled to one (1) vote for each building owned regardless of whether the building is on one Lot or on portions of more than one Lot.”

2. The following provision shall be added to the CCRs:

“Notwithstanding anything to the contrary set forth in the CCRs as amended pertaining to Park Avenue Industrial Center as recorded in Book 35 of Maps and Plats at Page 99 in the Office of the Pima County, Arizona Recorder, as long as the City of Tucson is the owner of Lot 8 of Park Avenue Industrial Center, then that portion of Lot 8 depicted on Exhibit B attached hereto and incorporated herein by reference which the City of Tucson encloses by construction of fencing or a permanent wall shall be exempt from any and all easements, covenants, burdens and benefits pertaining only to cross-access and cross-parking as may be set forth in the CCRs as amended. The remaining portions of Lot 8 which are not depicted on Exhibit B as enclosed by fencing or a permanent wall shall remain subject to the cross-access and cross-parking provisions of the CCRs as amended.”

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Amendment to Covenants, Conditions and Restrictions effective as of the 14th day of February, 2008.

Park Avenue Industrial Center Owner's Association, Inc.
an Arizona non-profit corporation

By: Gregory J. Papanikolas
Gregory J. Papanikolas
Its: Vice-President

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

PM 777 MM, LLC
An Arizona limited liability company

By: _____

Paul E. Mashni

Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: _____

Donald R. Birdow, Sr.

Its: President

Ohio Street Building No. 2, Ltd., L.L.P.
an Arizona limited liability limited partnership

By: _____

Gregory J. Papanikolas

Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By: _____

Lawrence C. Leung

Its: President


PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

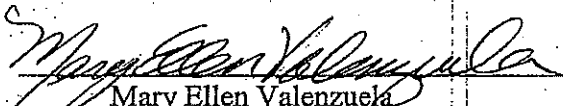
PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela



Lorenzo Valenzuela



Mary Ellen Valenzuela

Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: _____
Donald R. Birdow, Sr.
Its: President

Ohio Street Building No. 2, Ltd., L.L.L.P.
an Arizona limited liability limited partnership

By: _____
Gregory J. Papanikolas
Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By: _____
Lawrence C. Leung
Its: President

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: Donald R. Birdow
Donald R. Birdow, Sr.
Its: President

Ohio Street Building No. 2, Ltd., L.L.L.P.
an Arizona limited liability limited partnership

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Gregory J. Papanikolas
Its: General Partner

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an Arizona non-profit corporation

By: _____
Lawrence C. Leung
Its: President

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: _____
Donald R. Birdow, Sr.
Its: President

Ohio Street Building No. 2, Ltd., L.L.L.P.
an Arizona limited liability limited partnership

By: Gregory J. Papanikolas
Gregory J. Papanikolas
Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By: _____
Lawrence C. Leung
Its: President

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

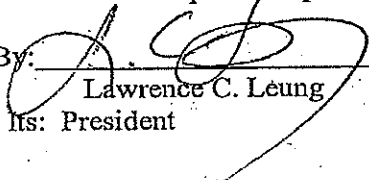
Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: _____
Donald R. Birdow, Sr.
Its: President

Ohio Street Building No. 2, Ltd., L.L.L.P.
an Arizona limited liability limited partnership

By: _____
Gregory J. Papanikolas
Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By:  _____
Lawrence C. Leung
Its: President

40018300

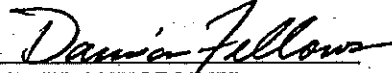
City of Tucson
An Arizona Municipal Corporation

By: 
Its: Deputy City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas as Vice-President of Park Avenue Industrial Center Owner’s Association, Inc., an Arizona non-profit corporation

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of _____)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Paul E. Mashni as Manager of PM 777 MM, LLC, an Arizona limited liability company, manager of PM 777 E. Macarthur Tucson, LLC, an Arizona limited liability company.

NOTARY PUBLIC

My Commission Expires:

100-122 2008-1

City of Tucson
An Arizona Municipal Corporation

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

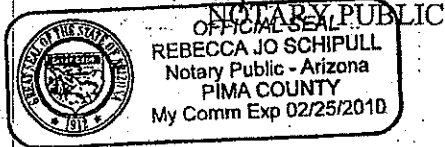
CITY CLERK

CITY ATTORNEY

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 14 day of
February, 2008, by Gregory J. Papanikolas as Vice-President of Park
Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation

Rebecca Jo Schipull



My Commission Expires:
2/25/2010

State of Arizona)
) ss.
County of _____)

THIS INSTRUMENT was acknowledged before me this _____ day of
_____, 2008, by Paul E. Mashni as Manager of PM 777 MM,
LLC, an Arizona limited liability company, manager of PM 777 E. Macarthur Tucson,
LLC, an Arizona limited liability company.

NOTARY PUBLIC

My Commission Expires:

4-11-08 10:24:11 AM

City of Tucson
An Arizona Municipal Corporation

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas as Vice-President of Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation

NOTARY PUBLIC

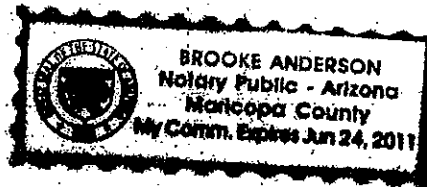
My Commission Expires:

State of Arizona)
) ss.
County of MARICOPA

THIS INSTRUMENT was acknowledged before me this 25 day of FEBRUARY, 2008, by Paul E. Mashni as Manager of PM 777 MM, LLC, an Arizona limited liability company, manager of PM 777 E. Macarthur Tucson, LLC, an Arizona limited liability company.

Brooke Anderson
NOTARY PUBLIC

My Commission Expires:
6/24/2011



2008-02-24 14:10:10

State of Arizona)
) ss.
County of Maricopa)

THIS INSTRUMENT was acknowledged before me this 11th day of March, 2008, by Lorenzo Valenzuela.

NOTARY PUBLIC

My Commission Expires:
January 27, 2012

State of Arizona)
) ss.
County of Maricopa)



THIS INSTRUMENT was acknowledged before me this 11th day of March, 2008, by Mary Ellen Valenzuela.

NOTARY PUBLIC

My Commission Expires:
January 27, 2012

State of Arizona)
) ss.
County of Pima)



THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Donald R. Birdow, Sr., President of Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona, an Arizona non-profit corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of _____)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Lorenzo Valenzuela.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of _____)

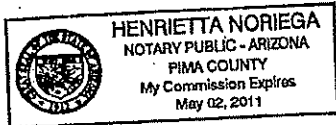
THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Mary Ellen Valenzuela.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 9th day of March, 2008, by Donald R. Birdow, Sr., President of Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona, an Arizona non-profit corporation.



Henrietta Noriega
NOTARY PUBLIC

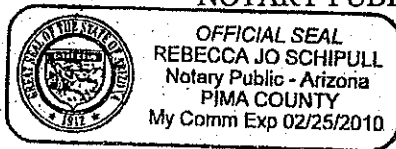
My Commission Expires:
May 2, 2011

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 14 day of February, 2008, by Gregory J. Papanikolas, general partner of Ohio Street Building No. 2, Ltd., L.L.P., an Arizona limited liability limited partnership.

Rebecca Jo Schipull
NOTARY PUBLIC

My Commission Expires:
2/25/2010



State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Lawrence C. Leung, President of The Leung Foundation, an Arizona non-profit corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by _____, of CITY OF TUCSON, an Arizona municipal corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas, general partner of Ohio Street Building No. 2, Ltd., L.L.P., an Arizona limited liability limited partnership.

NOTARY PUBLIC

My Commission Expires:

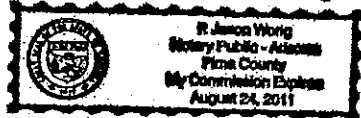
State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 15th day of FEBRUARY, 2008, by Lawrence C. Leung, President of The Leung Foundation, an Arizona non-profit corporation.

R Jason Wang

NOTARY PUBLIC

My Commission Expires:
August 24, 2011



State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by _____, of CITY OF TUCSON, an Arizona municipal corporation.

NOTARY PUBLIC

My Commission Expires:

1-813-806-221-010

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas, general partner of Ohio Street Building No. 2, Ltd., L.L.L.P., an Arizona limited liability limited partnership.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

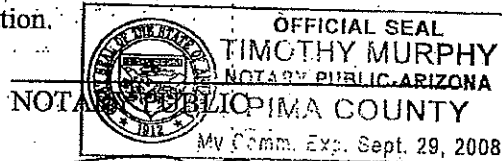
THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Lawrence C. Leung, President of The Leung Foundation, an Arizona non-profit corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 25th day of February, 2008, by MICHAEL LETCHER, of CITY OF TUCSON, an Arizona municipal corporation.



My Commission Expires:
9-29-08

EXHIBIT A

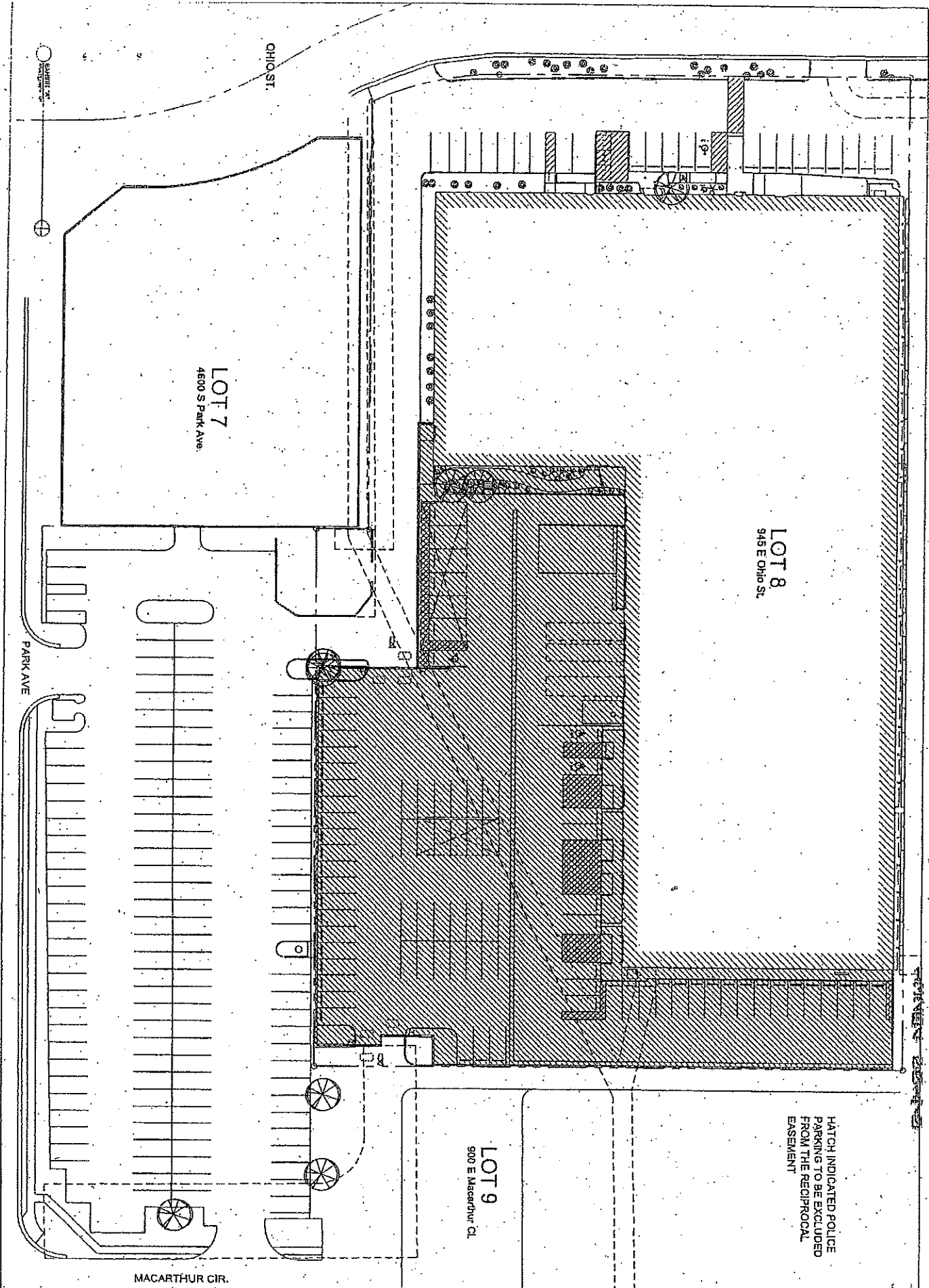
Lots 1 through 12 of Park Avenue Industrial Center per map recorded in Book 35,

Page 99 of Maps in the office of the County Recorder of Pima County, Arizona.

EXHIBIT B

**MAP OF LOT 8 SHOWING ENCLOSED AREAS EXEMPT FROM CROSS-PARKING
AND CROSS-ACCESS PROVISIONS OF CCRs**

[See attached]



LOT 7
4500 S Park Ave.

LOT 8
945 E Ohio St.

LOT 9
500 E MacArthur Ct.

HATCH INDICATED POLICE
PARKING TO BE EXCLUDED
FROM THE RECIPROCAL
EASEMENT

OHIO ST.

PARK AVE.

MACARTHUR CIR.

LAW OFFICE OF DAVID K. GRAY, P.C.

4500 N. AVENIDA POLACCA
TUCSON, ARIZONA 85749-9524
(520) 749-0561
(520) 749-0562 (FAX)
DGRAYLAW@COMCAST.NET

April 18, 2008

PM 777 E. MacArthur Tucson LLC
13855 N. Northsight Blvd., Ste 100
Scottsdale, AZ 85260-3756

Pueblo Congregation of Jehovah's Witnesses
3257 S. Capri Circle
Tucson, AZ 85713-5139

Lorenzo & Mary Ellen Valenzuela
6033 W. Sherman
Phoenix, AZ 85043-3514

Leung Foundation
8710 N. Thornydale Road, #120
Tucson, AZ 85742

RECEIVED

City of Tucson
Attn: Tim Murphy
201 N. Stone Avenue
Tucson, AZ 85701

Ohio Street Building No. 2, Ltd., L.L.L.P.
Attn: Greg Papanikolas
P.O. Box 30656
Tucson, AZ 85751-0656

Re: Park Avenue Industrial Center; Copy of Recorded Amendment to Declaration of Covenants, Conditions and Restrictions ("CCRs Amendment")

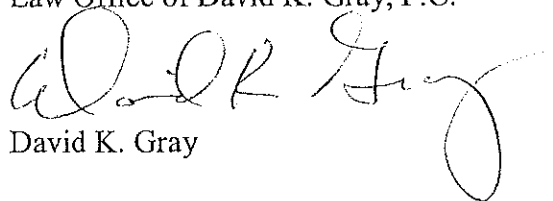
Ladies and Gentlemen:

On behalf of Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation ("PAIC"), enclosed for your records in connection with your ownership of one or more lots in the Park Avenue Industrial Center, please find a copy of the recorded CCRs Amendment.

PM 777 E. MacArthur Tucson LLC
Pueblo Congregation of Jehovah's Witnesses
Lorenzo & Mary Ellen Valenzuela
Leung Foundation
City of Tucson
Ohio Street Building No. 2, Ltd., L.L.L.P.
April 18, 2008
Page 2 of 2

Thank you for your cooperation in this matter.

Sincerely,
Law Office of David K. Gray, P.C.

A handwritten signature in black ink, appearing to read "David K. Gray". The signature is fluid and cursive, with a large loop at the end of the last name.

David K. Gray

Enclosure

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MER
DEPUTY RECORDER
0409 ES1



DOCKET: 13264
PAGE: 152
NO. OF PAGES: 19
SEQUENCE: 20080520076
03/17/2008
ARSTRF 10:27
MAIL
AMOUNT PAID \$ 30.00

W
PARK AVE INDUSTRIAL CENTERS ASSOC
P O BOX 30656
TUCSON AZ 85751

When recorded, return to:

Gregory J. Papanikolas, Vice-President
Park Avenue Industrial Center Owner's Association, Inc.
P.O. Box 30656
Tucson, AZ 85751-0656

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

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RECITALS:

A. On the 28th day of February 1983, Park Avenue Industrial and Commercial Center, a now dissolved Arizona partnership (the "PAIC Partnership"), executed a Declaration of Covenants, Conditions and Restrictions (the "CCRs") as the declarant thereby subjecting the real property located within the Park Avenue Industrial Center subdivision ("PAIC"), which is more specifically described on Exhibit A attached hereto and incorporated herein by reference, to certain use covenants, conditions and restrictions. The CCRs were recorded on March 16, 1983, in Book 6989, Pages 565 through 574, in the Office of the Pima County, Arizona Recorder; and

B. Among other things, the CCRs provide that the term "Declarant" shall mean the PAIC Partnership and its successors and assigns who acquire more than one undeveloped lot within PAIC from PAIC Partnership. Each entity described above collectively defined as the Declarant in this Amendment is a successor in interest to the PAIC Partnership's interest in the

{A0018300.DOC/}

19

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C. The CCRs were amended by an Amendment to Declaration of Covenants, Conditions and Restrictions dated July 12, 1983 and recorded on July 21, 1983 in the Office of the Pima County, Arizona Recorder in Docket 7078 at Pages 1210 through 1223, and by a subsequent Amendment to Declaration of Covenants, Conditions & Restrictions dated September 13, 1984 recorded September 19, 1984 in the Office of the Pima County Recorder in Docket 7371 at Pages 126 through 128, and by a subsequent Amendment to Declaration of Covenants, Conditions & Restrictions dated January 24, 1985 recorded January 29, 1985 in the Office of the Pima County Recorder in Docket 7460 at Pages 85 through 87. The CCRs as amended by each of the amendments referred to herein are hereinafter referred to collectively as the "CCRs"); and

D. Since recordation of the original CCRs and amendments thereto, Lot 8 of PAIC has been sold to the City of Tucson, an Arizona municipal corporation. The City of Tucson intends to utilize Lot 8 of PAIC for purposes of construction and operation of a secure police evidence facility; and

E. At the request of the City of Tucson, the Declarant desires to amend the CCRs as set forth herein.

NOW, THEREFORE, the Declarant hereby amends and modifies the CCRs as follows:

1. The definition of the term "Declarant" as used in the CCRs is amended as follows:

"Declarant" shall mean and refer collectively to all owners of one or more Lots and/or of a portion of one or more Lots and/or the common area or a portion of the common area in Park Avenue Industrial Center and their successors and assigns. All rights and powers of the Declarant under the CCRs and all actions authorized to be taken or performed by the Declarant pursuant to the CCRs,

1-10-1985 2 10-1-1985

including without limitation, amending the CCRs, shall be taken upon the majority vote of the owners who collectively comprise the Declarant. For purposes of the foregoing sentence, each owner of a vacant Lot shall be entitled to one (1) vote for each vacant lot owned and each owner of a building shall be entitled to one (1) vote for each building owned regardless of whether the building is on one Lot or on portions of more than one Lot.”

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“Notwithstanding anything to the contrary set forth in the CCRs as amended pertaining to Park Avenue Industrial Center as recorded in Book 35 of Maps and Plats at Page 99 in the Office of the Pima County, Arizona Recorder, as long as the City of Tucson is the owner of Lot 8 of Park Avenue Industrial Center, then that portion of Lot 8 depicted on Exhibit B attached hereto and incorporated herein by reference which the City of Tucson encloses by construction of fencing or a permanent wall shall be exempt from any and all easements, covenants, burdens and benefits pertaining only to cross-access and cross-parking as may be set forth in the CCRs as amended. The remaining portions of Lot 8 which are not depicted on Exhibit B as enclosed by fencing or a permanent wall shall remain subject to the cross-access and cross-parking provisions of the CCRs as amended.”

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Amendment to Covenants, Conditions and Restrictions effective as of the 14th day of February, 2008.

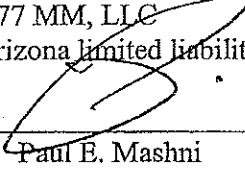
Park Avenue Industrial Center Owner's Association, Inc.
an Arizona non-profit corporation

By: Gregory J. Papanikolas
Gregory J. Papanikolas
Its: Vice-President

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

PM 777 MM, LLC
An Arizona limited liability company

By: 
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: _____
Donald R. Birdow, Sr.
Its: President

Ohio Street Building No. 2, Ltd., L.L.L.P.
an Arizona limited liability limited partnership

By: _____
Gregory J. Papanikolas
Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By: _____
Lawrence C. Leung
Its: President

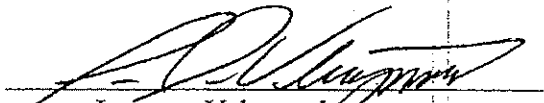
PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

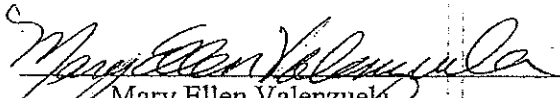
PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela



Lorenzo Valenzuela



Mary Ellen Valenzuela

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Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

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Its: General Partner

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an Arizona non-profit corporation

By: _____

Lawrence C. Leung

Its: President

RECEIVED

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:

PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

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By: Gregory J. Papanikolas
Gregory J. Papanikolas
Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By: _____
Lawrence C. Leung
Its: President

1-800-4-A-1000

PM 777 E. Macarthur Tucson, LLC
an Arizona limited liability company

By its Manager:
PM 777 MM, LLC
An Arizona limited liability company

By: _____
Paul E. Mashni
Its: Manager

Lorenzo and Mary Ellen Valenzuela

Lorenzo Valenzuela

Mary Ellen Valenzuela

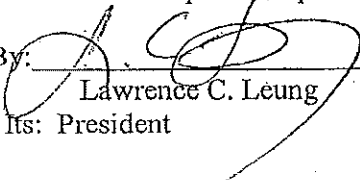
Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona
an Arizona non-profit corporation

By: _____
Donald R. Birdow, Sr.
Its: President

Ohio Street Building No. 2, Ltd., L.L.L.P.
an Arizona limited liability limited partnership

By: _____
Gregory J. Papanikolas
Its: General Partner

The Leung Foundation
an Arizona non-profit corporation

By: _____

Lawrence C. Leung
Its: President

City of Tucson
An Arizona Municipal Corporation

By: [Signature]
Its: Deputy City Manager

ATTEST:
[Signature]
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas as Vice-President of Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of _____)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Paul E. Mashni as Manager of PM 777 MM, LLC, an Arizona limited liability company, manager of PM 777 E. Macarthur Tucson, LLC, an Arizona limited liability company.

NOTARY PUBLIC

My Commission Expires:

11-11-08 10:00 AM

City of Tucson
An Arizona Municipal Corporation

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

State of Arizona)

) ss.

County of Pima)

THIS INSTRUMENT was acknowledged before me this 14 day of February, 2008, by Gregory J. Papanikolas as Vice-President of Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation

Rebecca Jo Schipull

NOTARY PUBLIC

OFFICIAL SEAL
REBECCA JO SCHIPULL
Notary Public - Arizona
PIMA COUNTY
My Comm Exp 02/25/2010



My Commission Expires:

2/25/2010

State of Arizona)

) ss.

County of _____)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Paul E. Mashni as Manager of PM 777 MM, LLC, an Arizona limited liability company, manager of PM 777 E. Macarthur Tucson, LLC, an Arizona limited liability company.

NOTARY PUBLIC

My Commission Expires:

RECEIVED

City of Tucson
An Arizona Municipal Corporation

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas as Vice-President of Park Avenue Industrial Center Owner's Association, Inc., an Arizona non-profit corporation

NOTARY PUBLIC

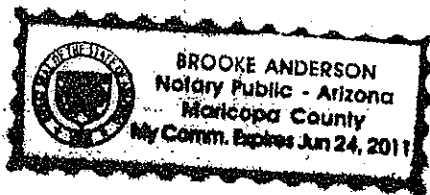
My Commission Expires:

State of Arizona)
) ss.
County of MARICOPA

THIS INSTRUMENT was acknowledged before me this 25 day of FEBRUARY, 2008, by Paul E. Mashni as Manager of PM 777 MM, LLC, an Arizona limited liability company, manager of PM 777 E. Macarthur Tucson, LLC, an Arizona limited liability company.

Brooke Anderson
NOTARY PUBLIC

My Commission Expires:
6/24/2011



FINANCIAL SERVICES

State of Arizona)
) ss.
County of Maricopa)

THIS INSTRUMENT was acknowledged before me this 11th day of March, 2008, by Lorenzo Valenzuela.

[Signature]
NOTARY PUBLIC

My Commission Expires:
January 27, 2012



State of Arizona)
) ss.
County of Maricopa)

THIS INSTRUMENT was acknowledged before me this 11th day of March, 2008, by Mary Ellen Valenzuela.

[Signature]
NOTARY PUBLIC

My Commission Expires:
January 27, 2012



State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Donald R. Birdow, Sr., President of Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona, an Arizona non-profit corporation.

NOTARY PUBLIC

My Commission Expires:

1132740018300

State of Arizona)
) ss.
County of _____)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Lorenzo Valenzuela.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of _____)

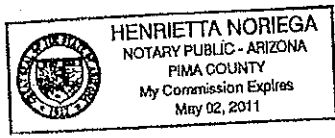
THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Mary Ellen Valenzuela.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 9th day of March, 2008, by Donald R. Birdow, Sr., President of Pueblo Congregation of Jehovah's Witnesses, Tucson, Arizona, an Arizona non-profit corporation.



Henrietta Noriega
NOTARY PUBLIC

My Commission Expires:
May 2, 2011

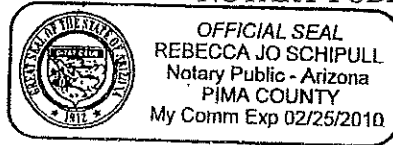
4-11-08 2:03:43 PM

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 14 day of February, 2008, by Gregory J. Papanikolas, general partner of Ohio Street Building No. 2, Ltd., L.L.L.P., an Arizona limited liability limited partnership.

Rebecca Jo Schipull
NOTARY PUBLIC

My Commission Expires:
2/25/2010



State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Lawrence C. Leung, President of The Leung Foundation, an Arizona non-profit corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by _____ of CITY OF TUCSON, an Arizona municipal corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas, general partner of Ohio Street Building No. 2, Ltd., L.L.L.P., an Arizona limited liability limited partnership.

NOTARY PUBLIC

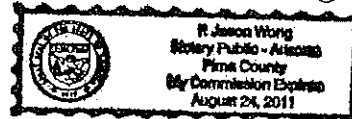
My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 15th day of FEBRUARY, 2008, by Lawrence C. Leung, President of The Leung Foundation, an Arizona non-profit corporation.

R Jason Wong
NOTARY PUBLIC

My Commission Expires:
August 24, 2011



State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by _____ of CITY OF TUCSON, an Arizona municipal corporation.

NOTARY PUBLIC

My Commission Expires:

1-800-833-8888

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Gregory J. Papanikolas, general partner of Ohio Street Building No. 2, Ltd., L.L.L.P., an Arizona limited liability limited partnership.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

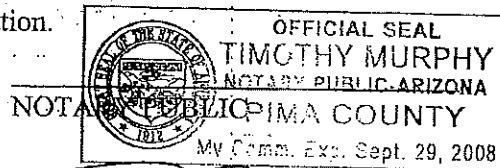
THIS INSTRUMENT was acknowledged before me this _____ day of _____, 2008, by Lawrence C. Leung, President of The Leung Foundation, an Arizona non-profit corporation.

NOTARY PUBLIC

My Commission Expires:

State of Arizona)
) ss.
County of Pima)

THIS INSTRUMENT was acknowledged before me this 25th day of February, 2008, by MICHAEL LETCHER, of CITY OF TUCSON, an Arizona municipal corporation.



My Commission Expires:
9-29-08

ARIZONA DEPARTMENT OF REVENUE

EXHIBIT A

Lots 1 through 12 of Park Avenue Industrial Center per map recorded in Book 35,
Page 99 of Maps in the office of the County Recorder of Pima County, Arizona.

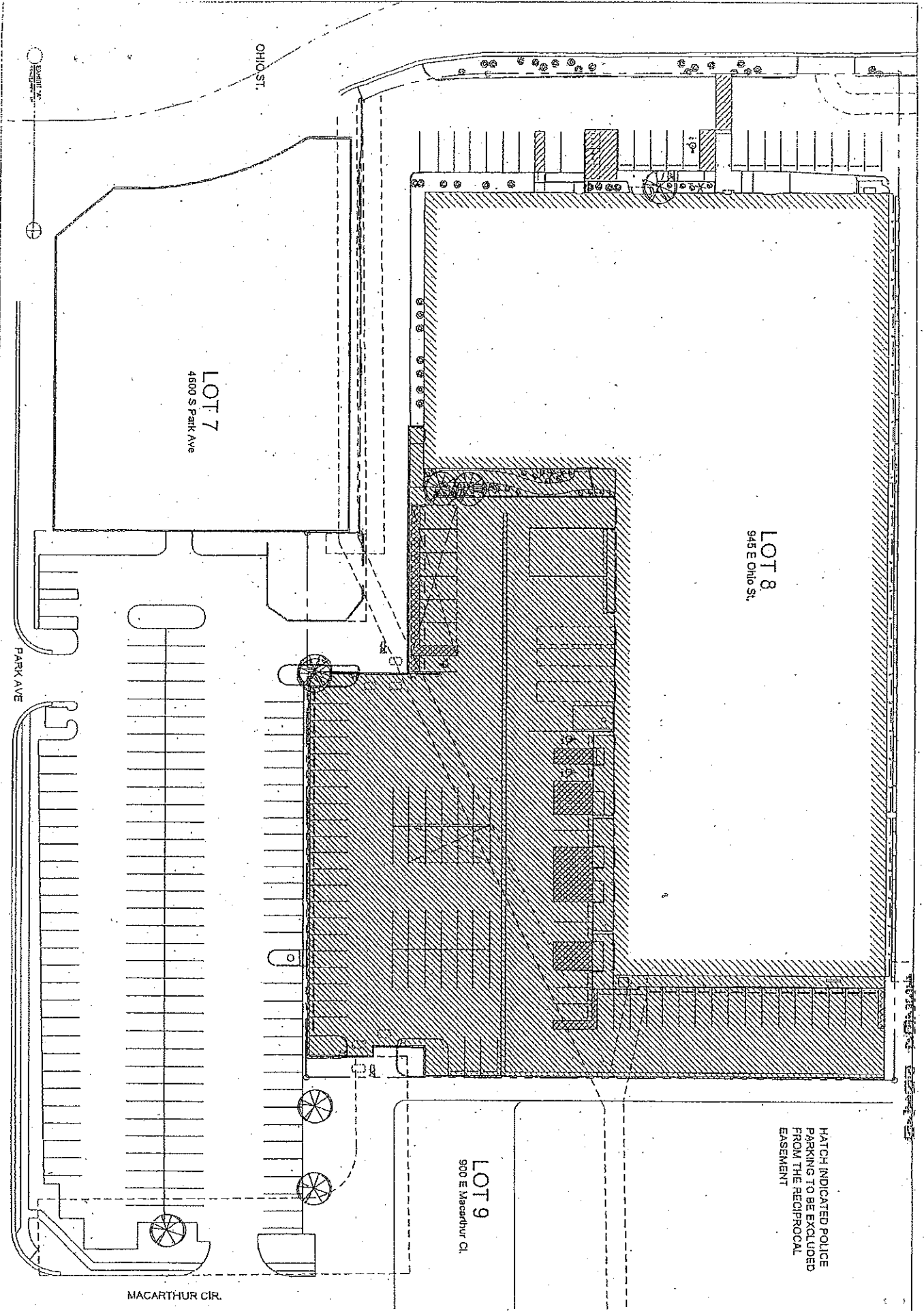
605-523-2000

EXHIBIT B

**MAP OF LOT 8 SHOWING ENCLOSED AREAS EXEMPT FROM CROSS-PARKING
AND CROSS-ACCESS PROVISIONS OF CCRs**

[See attached]

13264
00159



LOT 7
4500 S Park Ave

LOT 8
945 E Ohio St.

LOT 9
900 E MacArthur Ct.

HATCH INDICATED POLICE
PARKING TO BE EXCLUDED
FROM THE RECIPROCAL
EASEMENT

OHIO ST.

PARK AVE

MACARTHUR CIR.

When Recorded Return To:

Maura A. Abernethy, Esq.
Carpenter, Hazlewood, Delgado & Wood, PLC
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION, INC.**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made this 14~~th~~ day of May, 2009 by the Park Avenue Industrial Center Owner's Association, Inc., an Arizona Non-profit corporation.

WITNESSETH:

WHEREAS, on March 16, 1983 the document known as the Declaration of Covenants, Conditions and Restrictions was recorded in Book 6989, pp. 565 through 574, in the Office of the Pima County Recorder's Office ("Declaration");

WHEREAS, the Declaration was amended on the following dates:

July 21, 1983 (recorded in Docket number 7078 pp. 1210 through 1223)
September 19, 1984 (Docket 7371 pp. 126 through 128)
January 29, 1985 (Docket 7460 pp. 85 through 87; and
March 17, 2008 (Docket 13264 pp 152 through 170).

WHEREAS, the Declaration, as amended, provides that the Declaration may be amended upon the majority vote of the owners as set forth in the 2008 amended definition of "Declarant."

WHEREAS, at least a majority of the owners voted in favor of amending the Declaration.

NOW THEREFORE, the Declaration is amended as follows:

Section 18 is hereby amended to remove all references to Lots Five (5), Six (6) and Seven (7) as "Assessment-Free Lots." The owners of Lots 5, 6, & 7 are not exempted from paying assessments, and Lots 5, 6, & 7 shall be included in the computation of each Lot owner's pro rata share of the Annual and Special Assessments.

Specifically, in the Amendment recorded at Docket 7078, on Page 1218, the phrase ", with the exception of Lots Five (5), Six (6), and Seven (7) of PARK AVENUE INDUSTRIAL CENTER," is deleted.

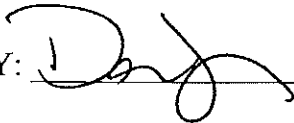
And specifically, in the Amendment recorded at Docket 7078, on Page 1219, the phrase ", not including lots Five (5), Six (6), and Seven (7) of PARK AVENUE INDUSTRIAL CENTER, per map recorded in Book 35, Page 99, of Maps in the office of the County Recorder of Pima County, Arizona, hereinafter referred to as the "Assessment-Free Lots," is deleted.

Except as expressly amended by this Amendment, the Declaration and all prior Amendments shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration and the prior Amendments, this Amendment shall prevail. All terms not defined in this Amendment shall have the same definition assigned to them in the Declaration.

IN WITNESS WHEREOF, the Park Avenue Industrial Center Owner's Association, Inc., an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written, and the President thereof hereby attests that the Association obtained a majority vote of the owners collectively comprising the Declarant as set forth in the 2008 amended definition of Declarant, authorizing the Association to record this amendment on their behalf.

Signatures on the following page

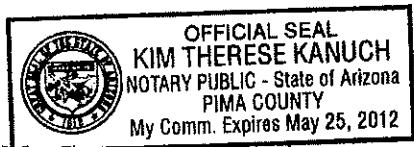
PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION, INC.
an Arizona nonprofit corporation

BY: 

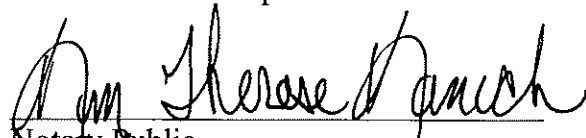
Its: President

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this
14TH day of MAY, 2009, by DANIEL LEUNG,
the President of PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION,
INC, an Arizona nonprofit corporation, for and on behalf of the corporation.



My Commission Expires:


Notary Public

**WRITTEN CONSENT TO AMEND THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION, INC.**

By the signature below, the following Owner of a Lot in the Park Avenue Industrial Center Owner's Association, Inc., hereby consents to and authorizes the president of the Association to execute and the Association to record with the Pima County Recorder the amendment to Section 18 of the Declaration of Covenants, Conditions and Restrictions that was recorded in Book 6989, pp. 565 through 574, in the Office of the Pima County Recorder's Office ("Declaration") as follows:

Section 18 is hereby amended to remove all references to Lots Five (5), Six (6) and Seven (7) as "Assessment-Free Lots." The owners of Lots 5, 6, & 7 are not exempted from paying assessments, and Lots 5, 6, & 7 shall be included in the computation of each Lot owner's pro rata share of the Annual and Special Assessments.

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And specifically, in the Amendment recorded at Docket 7078, on Page 1219, the phrase "not including lots Five (5), Six (6), and Seven (7) of PARK AVENUE INDUSTRIAL CENTER, per map recorded in Book 35, Page 99, of Maps in the office of the County Recorder of Pima County, Arizona, hereinafter referred to as the 'Assessment -Free Lots,'" is deleted.

YES - I consent to and approve the amendment to Section 18 of the Declaration.

Date: 5/13/09

Lot#: 9, 11, 12

Name and Address:

The Leung Foundation

8710 N. Thornydale Rd #120

Signature:

Tucson, AZ 85742

Title (if Owner is an entity or trust): Director

**THE WRITTEN CONSENT OF AT LEAST A MAJORITY OF THE OWNERS IS
REQUIRED FOR THIS AMENDMENT TO BE APPROVED.
PLEASE RETURN THIS WRITTEN CONSENT BY JUNE 30, 2009, EITHER BY MAIL
OR BY GIVING IT DIRECTLY TO A BOARD MEMBER OR MANAGING AGENT.
THE ASSOCIATION MAY CONTINUE TO COLLECT CONSENTS AFTER THE
DATE LISTED ABOVE IF NECESSARY TO ACHIEVE A RESULT.**

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: JCC
DEPUTY RECORDER
0305 PE6-4351



DOCKET: 13568
PAGE: 3675
NO. OF PAGES: 3
SEQUENCE: 20091030613
05/29/2009
ARSTR 16:20
MAIL
AMOUNT PAID \$ 25.00

W
CARPENTER HAZLEWOOD DELGADO & WOOD
1400 E SOUTHERN AVE 400
TEMPE AZ 85282

Maura A. Abernethy, Esq.
Carpenter, Hazlewood, Delgado & Wood, PLC
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION, INC.**

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WITNESSETH:

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WHEREAS, the Declaration was amended on the following dates:

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September 19, 1984 (Docket 7371 pp. 126 through 128)
January 29, 1985 (Docket 7460 pp. 85 through 87; and
March 17, 2008 (Docket 13264 pp 152 through 170).

WHEREAS, the Declaration, as amended, provides that the Declaration may be amended upon the majority vote of the owners as set forth in the 2008 amended definition of "Declarant."

WHEREAS, at least a majority of the owners voted in favor of amending the Declaration.

Pima County Recorder
Tracking #200900997

3

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Signatures on the following page

5-31-08

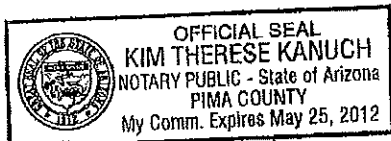
PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION, INC.
an Arizona nonprofit corporation

BY: *Daniel Leung*

Its: President

State of Arizona)
County of Pima) ss.
~~Maricopa~~)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this
14TH day of MAY, 2009, by DANIEL LEUNG,
the President of PARK AVENUE INDUSTRIAL CENTER OWNER'S ASSOCIATION,
INC, an Arizona nonprofit corporation, for and on behalf of the corporation.



My Commission Expires:

Kim Therese Kanuch
Notary Public

1-800-394-6644