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DECLARATION OF ESTABLISHMENT OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR

GRANT ROAD INDUSTRIAL PARK
Lots 1-4 and 11-16 according
to the plat of record in Book 26 of
Maps and Plats at page 78
in the Office of the Pima County
Recorder, Tucson, Arizona,
and

GRANT ROAD INDUSTRIAL PARK II
Lots 18-37 according to the
plat of record in Book 31 of
Maps and Plats at page 87
in the Office of the Pima County
Recorder, Tucson, Arizona
and Common Areas A and B
as Reflected on Exhibit B
attached hereto

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THIS DECLARATION is made on March _____, 1992, by Industrial Resources Inc., an Arizona corporation, and Chicago Trust Co., as Trustee under Trust No. 10,620 (hereinafter called "**Declarant**"), as owner of the real property located in Pima County, Arizona, commonly known as Grant Road Industrial Center, the legal description of which is attached hereto as Exhibit "**A**" and hereby incorporated by reference ("**the Property**").

R E C I T A L S

1. Declarant desires to develop and maintain the Property as a first class commercial and industrial complex.

2. Declarant desires to establish these Covenants, Conditions, Easements and Restrictions in furtherance of a common plan for the development, improvement and maintenance of the Property and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant hereby declares that the following express covenants, conditions, restrictions, grants and reservations shall attach to the Property and shall constitute covenants running with the land for the mutual benefit and protection of the Declarant and all subsequent Owners:

ARTICLE I

F

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

(THIS SPACE LEFT INTENTIONALLY BLANK)

ASSOCIATION The term "**Association**" means Grant Road Industrial Center Owners Association, an Arizona nonprofit corporation, its successors and assigns.

BENEFICIARY The term "**Beneficiary**" shall mean a mortgagee under a mortgage, as well as a beneficiary under a deed of trust.

BOARD OF DIRECTORS The term "**Board of Directors**" shall mean the Board of Directors of the Association.

COMMITTEE The term "**Committee**" shall mean the Architectural Review Committee as defined in Subsection 4.1.B.

COMMON AREA The term "**Common Area**" shall mean those areas of the Property designated as such on Exhibit B attached hereto.

DECLARANT The term "**Declarant**" shall mean Industrial Resources, Inc., an Arizona corporation, and Chicago Trust Co., as Trustee under Trust No. 10,620, and, to the extent provided in Section 10.1 below, its successors and assigns.

DEED OF TRUST The term "**Deed of Trust**" or "**Trust Deed**" shall mean a mortgage as well as a deed of trust.

EASEMENT PROPERTY LINE The term "**Easement Property Line**" means the dividing line between the portion of a Lot encumbered by a common easement (excluding utility easements) and the portion of the Lot not so encumbered.

IMPROVEMENT The term "**Improvement**" shall include, without limitation, excavation, site preparation, tree removal, demolition of existing improvements, landscaping, fences, walkways, roadways, driveways, signs, exterior lights, foundations, exterior painting, walls, and buildings or structures of any nature, whether temporary or permanent. It is not intended that the term "**Improvement**" shall include the interior of any building or structure.

GRANT ROAD INDUSTRIAL CENTER The term "**Grant Road Industrial Center**" shall mean all of the real property now or hereafter made subject to this Declaration.

LOT The term "**Lot**" shall mean any parcel (or portion thereof) of the Property which is or may become a lot pursuant to a subdivision plat as may be approved by the City of Tucson and recorded in the Pima County Recorder's Office, Tucson, Arizona or by valid Lot split.

MEMBER The term "**Member**" means a member of the Association.

MORTGAGEE The term "Mortgagee" shall mean a beneficiary under a deed of trust as well as a mortgagee.

OWNER "Owner" shall mean and refer to the record owner (or the Lessee of a Lot if delegated by the record owner in a lease to that Lessee), whether one or more persons including the Declarant, of the fee simple title to any Lot which is part of the Property, including the Buyer under a contract for the conveyance or real estate pursuant to Title 33, Arizona Revised Statutes, but excluding persons holding an interest merely as security for the performance of an obligation, and excluding buyers under sales agreements or deposit receipt and agreements.

PERSON The term "Person" shall mean any natural person or any artificial person such as a corporation, partnership, trust, unincorporated association or any other organization.

RESTRICTIONS The term "Restrictions" shall mean the covenants, conditions, easements and restrictions set forth in these Grant Road Industrial Center Restrictions, as may from time to time be amended or supplemented as provided herein.

ARTICLE II

ADDITION OF OTHER REAL PROPERTY BY DECLARANT

SECTION 2.1 DECLARANT'S POWER

Declarant may add, at any time during the pendency of these Restrictions, all or a portion of any land which is either contiguous or joined by an easement or right-of-way to the Property and upon recordation in the Pima County Recorder's Office of a "Notice of Addition of Real Property" containing the provisions set forth in Section 2.2 hereof, the provisions of these Restrictions specified in said notice shall apply to the added land in the same manner as if it were originally covered by these Restrictions. Thereafter, to the extent these Restrictions are made applicable thereto, the rights, powers, and responsibilities of Declarant and the owners, lessees, licensees, and occupants of parcels within such added land shall be the same as in the case of the Property covered hereby.

SECTION 2.2 NOTICE OF ADDITION OF LAND

The Notice of Addition of Real Property referred to in Section 2.1 above shall contain at least the following provisions:

A. A reference to these Restrictions including the date of recording and the book and the page numbers of the records of Pima County, Arizona, where this instrument is recorded;

B. A statement that all or some of the provisions of these Restrictions, shall apply to such added real property;

C. A legal description of the added real property; and

D. Such other or different covenants, conditions, and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvement of the added real property.

ARTICLE III

GRANT OF EASEMENT

SECTION 3.1 GRANT OF EASEMENT

A. BLANKET EASEMENT. There is hereby created a blanket easement upon, across, over and under all of the Common Area for the use and enjoyment of all members, their guests, invitees and licensees, subject to reasonable regulations of the Association or the Declarant and for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones, electricity, television antennae system, signs and signage located on Common Area, maintenance and replacement of all paving located on Common Area, and any equipment or facilities for the installation of the cable communications system.

B. DRAINAGE AND DETENTION EASEMENTS. There is hereby created an easement upon, across, over and under those areas designated on the subdivision plat as private detention basins or private drainage easements, or similar drainageways, for the use and benefit of all members, subject to reasonable regulations of the Association or the Declarant, as may be established from time to time.

ARTICLE IV

REGULATION OF IMPROVEMENTS

SECTION 4.1 APPROVAL OF PLANS

A. APPROVAL REQUIRED No Improvement shall be erected, placed, altered, or maintained on any Lot until plans and specifications showing the plot plan, including planned paved areas, landscaping, location, design and size of signs, buildings and storage areas, parking and loading areas, design and type of construction of all buildings, elevations, exterior color scheme and texture, design of all fences and barriers, curb cuts and access points and geometries and all other pertinent exterior features have been submitted to and approved in writing by the Committee. Such plans and specifications shall be submitted in

writing in triplicate over the authorized signature of the Owner or the authorized agent of the Owner or lessee proposing the Improvements. Any alterations of or additions to any previously approved Improvements must be similarly submitted to and approved by the Committee.

B. EXISTENT IMPROVEMENTS As of the date of this Declaration, all Improvements currently in place on the Property shall be considered approved pursuant to this Declaration, despite the fact that some or all of said Improvements may not strictly comply with the use restrictions and architectural criteria established herein. As said Improvements are significantly altered, remodeled, or demolished, they shall be reconstructed or remodeled in compliance with this Declaration.

C. ARCHITECTURAL REVIEW COMMITTEE The Committee shall consist of not more than three (3) members. The Committee may from time-to-time designate one or more persons to act as its duly authorized representative and may delegate to said representative(s) such authority as shall be reasonably necessary to carry out the day-to-day functions of the Committee; provided, however, that the Committee may not delegate to such representative the authority to approve or disapprove plans and specifications required to be submitted to the Committee for its approval pursuant to the terms of this Article or to approve or disapprove operations and uses pursuant to Subsection 5.2.E. The Committee may, at the Association's expense, hire architects, engineers and other consultants to provide technical assistance in the review of plans and specifications. So long as Declarant owns at least one (1) Lot, two (2) members of the Committee shall be named by Declarant and the third by the Board of Directors. At such time as Declarant is no longer the Owner of a Lot, all members shall be appointed at the will of the Board of Directors.

D. BASIS FOR APPROVAL Approval shall be based upon various factors including, without limitation, adequacy of Lot dimensions, conformity and harmony of external design with neighboring structures, effects location and use of proposed Improvements may have on neighboring Lots, the nature of Improvements on neighboring Lots and the types of operations and uses thereof, relation of topography, grade and finish of the ground elevation of the Lot being improved to that of neighboring Lots, proper facing of main elevation with respect to nearby streets and easements, adequacy of mechanical air conditioning or other rooftop installations, adequacy of landscaping, placement and screening of trash-handling facilities, loading and unloading facilities and vehicle parking and servicing areas, compliance with law and conformity of the plans and specifications to the purpose and general plan and intent of these Restrictions. The Committee shall have the power to formulate and publish architectural guidelines.

E. EFFECT OF APPROVAL At such time as the Committee elects to approve proposed Improvements for a Lot, the Committee shall deliver such approval in the form of a recordable certificate, but such approval shall apply only to the specific Lot for which approval is granted. Approval by the Committee shall be evidenced solely by such certificate and may not be given orally, by any other writing, or by implication or waiver. Approval of any one set of plans and specifications for a particular Lot shall not be deemed to constitute approval of the same or similar plans and specifications, or any other or different plans and specifications, for another Lot.

F. RESULT OF INACTION If the Committee fails either to approve or disapprove any plans and specifications within twenty (20) days after the same have been submitted to it, it shall be conclusively presumed that the Committee has disapproved said plans and specifications; provided, however, that if within said twenty (20) day period the Committee gives written notice to the applicant that a reasonable additional period, not to exceed twenty (20) days, is required for the approval of such plans and specifications, there shall be no presumption that the same are disapproved until the expiration of the extended period set forth in said notice. If plans and specifications are disapproved, the Committee shall give written notification to the applicant of the reasons for such disapproval.

G. PROCEEDING WITH WORK Upon receipt of approval from the Committee pursuant to this section, the Owner or lessee to whom the same is given shall, as soon as practical, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved Improvements, alterations, and excavations. In all cases, work shall be commenced within one year from the date of such approval. If there is a failure to comply with this Paragraph G, the approval given pursuant to this Section shall automatically expire unless the Committee, upon written request made prior to the expiration of said one-year period, extends the time for commencing work. In any event, construction of Improvements or alterations of any such Improvements shall be completed within two (2) years after the date of approval unless such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or lessee or their agents.

H. FAILURE TO COMPLY Failure to comply with Paragraph G above shall constitute a breach of these Restrictions and subject the defaulting party or parties to all enforcement procedures set forth in this instrument and any other remedies provided by law.

I. ESTOPPEL CERTIFICATE Within thirty (30) days after written demand is received by the Committee and upon payment of a reasonable fee established by the Committee, the Committee shall issue an estoppel certificate in recordable form executed by the

Committee members certifying that as of the date thereof either (a) all Improvements made or other work done on or within a Lot complies with the terms of these Restrictions or (b) such Improvements or work does not so comply, in which event the certificate shall identify the noncomplying Improvements or work and shall specify the nature of the noncompliance. Any lessee, purchaser, or encumbrancer, for value acting in good faith shall be entitled to rely on said certificate with respect to the matters set forth therein, such matters being conclusive as between the Committee and all such subsequent parties in interest.

J. LIABILITY Neither the Declarant nor the Committee, nor any member thereof shall be liable for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development or nondevelopment of any Lot within the Grant Road Industrial Center; or (d) the execution and filing of an estoppel certificate pursuant to the preceding paragraph, whether or not the facts therein are correct, provided that the Committee shall have acted in good faith.

K. REVIEW FEE An architectural review fee shall be paid to the Committee at such time as plans and specifications are submitted for approval, based on the schedule established by the Committee. The architectural review fee shall apply to initial submittal of plans and specifications and subsequent review of a minor nature. Resubmittal of new plans and specifications or subsequent review of a substantial nature may require payment of another review fee as above provided or a portion thereof as the Committee in its sole discretion may determine.

SECTION 4.2 LIMITATIONS ON IMPROVEMENTS

A. MINIMUM SETBACK LINES No Improvements of any kind, and no part thereof, shall be placed closer than permitted by the Committee and by law to a property line or to an Easement Property Line.

B. EXCEPTION TO SETBACK REQUIREMENTS The following improvements are specifically excluded from the foregoing setback requirements:

1. Roof overhang subject to the specific approval of the Committee.
2. Sidewalks along easements and steps and walkways.
3. Paving and associated curbing, except that vehicle parking areas shall not be permitted within a distance

determined by the Committee of any Site, Lot or Easement Property Line.

4. Fences, provided that they conform to a common plan and design and are specifically approved by the Committee.

5. Landscaping, provided that it conforms to a common plan and design and is specifically approved by the Committee.

C. LANDSCAPING Every Lot on which a building shall have been placed shall be landscaped in accordance with plans and specifications submitted to and approved by the Committee pursuant to Section 4.1 above. Landscaping as approved by the Committee shall be installed within ninety (90) days after occupancy or completion of the building, whichever occurs first, unless the Committee approves in writing another completion date. After completion, such landscaping shall be maintained by the Owner in a well-kept condition.

D. SIGNS No billboard or advertising sign shall be permitted other than those identifying the name, business, and product of the Person or firm occupying the premises; provided, however, that the Declarant reserves the right to place directional or promotional signs upon any of the Lots in connection with its development and/or sales program. "For Sale" or "For Lease" signs (or similar signs) placed by anyone other than Declarant are expressly prohibited. To maintain architectural conformity on Lots 18-22, signs identifying and owner's premises shall be placed in the transom of the doorway entering the Improvement located on a Lot.

E. STORAGE AND LOADING AREAS

1. Unless specifically approved by the Committee in writing, no materials, supplies, or equipment, including company-owned or operated trucks, shall be stored in any area on a Lot except inside a closed building, or behind a visual barrier of sufficient height to reasonably screen such areas so that they are not visible from the neighboring properties or public streets. No storage shall be above the height of any fence enclosing a storage area, with the exception of vehicles owned by an owner or invitee. Storage is to be kept within the fenced area only. The area shall be kept in a neat and orderly fashion so as not to be objectionable to any other owner or owner's tenant located within the Property.

2. Loading areas shall not encroach into setback areas unless specifically approved by the Committee in writing.

3. Loading docks shall be set back and screened to minimize the effect of their appearance from the street and from neighboring property.

4. Loading docks shall be constructed only on the sides or in the rear of any building; provided, however, a loading dock may be constructed facing any easement if the loading dock and every part thereof is approved by the Committee in writing.

5. Notwithstanding the foregoing four subparagraphs, Declarant acknowledges and agrees that all storage and loading areas in existence as established Improvements on the Property are hereby approved by Declarant; provided, however, that when said areas are improved, altered, modified or demolished in the future, their reconstruction or remodeling shall comply with all of the provisions of this Declaration.

F. WALL-MOUNTED EQUIPMENT No mechanical equipment shall be exposed on the front or side-wall surface of a building without Committee approval.

G. REFUSE HANDLING AND COLLECTION All refuse shall be accumulated in a container approved by the Committee and provided by a licensed refuse service or the City of Tucson. Refuse collection areas shall be permitted only at locations on each Lot approved by the Committee.

H. REPAIR OF BUILDINGS No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

I. CONSTRUCTION ACTIVITIES While construction activities are occurring on any Lot, such Lot shall be kept in a condition free of unsightly trash and debris, and such activities shall be performed in such a manner as to minimize disturbance to Owners and occupants of the Property. All Improvements shall be maintained in a first-class condition in accordance with the original construction and in accordance with any subsequent plans submitted by an Owner or lessee as approved by the Committee.

ARTICLE V

REGULATION OF OPERATIONS AND USES

SECTION 5.1 PERMITTED USES

Except for the uses enumerated in Section 5.2, any industrial or commercial use permitted by zoning laws and regulations applicable to the Property will be permitted.

SECTION 5.2 RESTRICTIONS AND PROHIBITED USES

A. PROHIBITED USES The following operations and uses shall not be permitted on any portion of the Property:

1. Residential - Individual or Institutional
2. Trailer courts
3. Labor camps
4. Junk yards
5. Drilling for and/or the removal of oil, gas, or other hydrocarbon substances
6. Commercial excavation of building or construction materials
7. Storage of products or materials outside of an enclosed building; provided, however, that the Committee may approve chain link fences with proper screening pursuant to Section 4.2.E.
8. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals, or refuse
9. Fat rendering or distillation of bones
10. Stockyard or slaughter of animals
11. Refining of petroleum or of any its products
12. Smelting of iron, tin, zinc, or other ores
13. Any raising of animals of any type for commercial purposes, including but not limited to hogs, chickens or sheep.
14. Cemeteries or mortuaries
15. Jail or other penal rehabilitation facilities
16. Manufacture, storage, distribution or sale of explosives
17. Generation, manufacture, disposal, release, storage, processing, transport or use of "radio-active materials", "hazardous substances", "hazardous materials" or "toxic substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. { 9601 et seq, the Superfund Amendments and Reauthorization Act thereto, as

amended; the Hazardous Materials Transportation Act, 49 U.S.C. { 1901 et seq; the Toxic Substance Control Act, 15 U.S.C. { 2601 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. { 6901 et seq; the Clean Water Act; and the Arizona Environmental Quality Act, A.R.S. { 49-101 et seq, or any successor statutes thereof, or any federal, State of Arizona and local laws, ordinances and regulations relating to environmental protection, occupational health and safety, public health and safety or public nuisance or menace

18. Conducting of any circus or carnival.

B. SCREENING OF MATERIALS AND EQUIPMENT No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever nor for the storage of any matter or thing that will cause such property to appear in an unclean or untidy condition or that will be obnoxious to the eye (except that the foregoing shall not apply to construction materials and equipment located upon Lot upon which construction activities are occurring); provided, however, that the Association may, in its discretion, approve storage areas on Lot, provided that such storage areas are attractively screened or concealed (subject to architectural approval) from view of neighboring property, pathways and streets. No garbage, trash or rubbish shall be allowed to accumulate on any Lot and the same shall be regularly removed. Prior to such regular removal, all garbage, trash and rubbish shall be placed in containers meeting the specifications of Pima County, Arizona, the City of Tucson, Arizona, and/or the Association, and the placement, maintenance and appearance of such containers shall be subject to reasonable rules and regulations promulgated by the Association. No materials, supplies or equipment, including vehicles, shall be stored on any Lot except inside a closed building or behind a visual barrier screening such areas from the streets and neighboring Lots. All truck loading or unloading areas located upon any Lot shall be adequately screened (subject to architectural approval) from view from the streets and neighboring Lots.

C. LOUD SPEAKERS RESTRICTED No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed on or outside or be directed to the outside of any building or other structure located on any Lot so as to produce sounds and/or noises which may reasonably be deemed offensive to persons owning or occupying the neighboring Lot.

D. PLANTS AND INSECTS No thing or condition which shall induce, breed or harbor plant disease or noxious insects shall exist upon any Lot.

E. FIRES No open fires or burning shall be permitted on any Lot.

F. REPAIRS No repairs of any detached machinery, equipment or fixtures, including, without limitation, motor vehicles (but excluding machinery or equipment being used in connection with construction of improvements on Lot), shall be made upon any Lot within the view of neighboring Lots, pathways or streets.

G. TANKS Any tanks for use in connection with Lot or any building or other structure located thereon, including tanks for the storage of any material shall be subject to architectural approval.

H. EXPLORATION AND DRILLING No oil exploration, drilling, development or refining operations and no coring or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts, shall be permitted upon any Lot, and no derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot.

I. NUISANCES AND UNSIGHTLY APPEARANCE No Lot shall be maintained or utilized in such a manner as to present an unsightly appearance or as to constitute a nuisance or unreasonable annoyance to, or an endangerment to the health of, the Owners, or occupants of other Lot, their guests, licensees and invitees, and no noxious or other offensive condition or activity shall be allowed to exist on or be conducted from any Lot (such as, but not limited to, objectionable vibrations, sound, electromechanical disturbance, radiation, electromagnetic disturbance, air or water pollution, dust or emission of odorous, toxic or nontoxic matter). No Lot shall be maintained so as to substantially detract from the appearance or quality of other areas of Grant Road Industrial Center. The foregoing shall not be applicable to Lot upon which construction activities are occurring, provided that, during construction activities, such property shall be kept in a condition free of unsightly trash and debris and such construction activities shall be performed in such manner as to minimize disturbance to Owners or occupants of Lot. Each person maintaining an ownership interest in any Lot shall be responsible for regularly maintaining and repairing (including replacements, where necessary), in good, sightly and well kept order and condition, the paving, landscaping and grounds of such Lot and the exterior of any improvements located upon such Lot.

J. VIOLATION OF LAW No Lot shall be maintained, utilized or occupied in any manner so as to violate any applicable statute, ordinance, code, rule or regulation of any governmental authority having jurisdiction and in the event the requirements of such governmental authority shall conflict with or be more restrictive than the provisions set forth in this Declaration, the requirements of such governmental authority shall govern.

K. PARKING Each Lot shall have facilities for parking reasonably sufficient to avoid having to use streets. Unless waived by the Association, any parking areas located on a Lot which are visible from the streets or adjacent property shall be adequately landscaped (subject to architectural approval). All parking areas located upon a Lot shall be paved.

L. GUTTERS AND DOWN SPOUTS All gutters and downspouts made a part of any structure located on any Lot shall be painted to match the surface to which they are attached.

M. ANTENNA No antenna or dish receiver shall be placed on any Lot which extends beyond seventeen feet in height if such antenna is not attached to any structure or, if attached to a structure, which extends beyond five feet in height from the highest point of such structure. All roof solar collectors on any structure located on any Lot shall be mounted below the ridge line of the main roof of such structure. All flat roofs shall be concealed behind parapet walls on all sides. All flashing, fencing and other sheet metal or fixtures contained on the roof shall be painted the same color as the trim of such structure or the same color as such roof and all evaporative coolers and wind turbines shall be located off the ridge line towards the rear of such structure.

N. COVERAGE BY STRUCTURES No buildings or other structures shall be constructed, placed or maintained on more than 40% of the Lot.

O. LANDSCAPING All landscaping within a Lot shall be watered through the use of underground sprinkling systems. All landscaping plans, rock-scaping plans and the like shall first be approved by the Committee. Each Owner shall prudently maintain all landscaping on any Lot.

P. WINDOW COVERINGS No window in any building or other structure located upon any Lot shall be covered with aluminum foil, plywood or other materials not approved by the Committee.

Q. RIGHT OF ENTRY During reasonable hours, and subject to reasonable security requirements, Declarant, its authorized representative, the Committee, or its members, without committing a trespass, shall have the right to enter upon and inspect any building, Lot, and the Improvements thereon, for the purpose of ascertaining compliance with the provisions of these Restrictions.

R. OTHER OPERATIONS AND USES Operations and uses which are neither specifically prohibited nor specifically authorized by these Restrictions may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Committee. Approval or disapproval of such operational plans and specifications shall be based upon the effect

of such operations or uses on other property subject to these Restrictions, and shall be in the sole discretion of the Committee.

ARTICLE VI

PROPERTY OWNERS' ASSOCIATION

SECTION : PROPERTY OWNERS ASSOCIATION

An association of Owners shall be established as an Arizona nonprofit corporation to be known as the "Grant Road Industrial Center Owners' **Association.**" Membership shall be appurtenant to ownership of a portion of the Property and run with the title thereto. Such membership shall commence when a Person becomes an Owner and automatically terminate when such ownership ceases, and, upon the transfer of an ownership interest, the new owner succeeding to such ownership interest shall likewise automatically succeed to such membership in the Association.

SECTION 6.2 VOTING RIGHTS

Each Owner, including the Declarant, shall be entitled to one vote for each Lot owned, except that there shall be but one vote for each Lot, whether the same is owned by one person, by husband or wife, by joint tenants, or by any other form of ownership. Co-owners must agree on the vote and if they cannot agree, the vote shall be prorated among them.

SECTION 6.3 SUBJECT TO ARTICLES AND BY-LAWS

Membership in the Association shall be subject to the Articles and Bylaws of the Association. The Association may, in addition to the other remedies hereinafter provided, suspend any Member or limit such member's voting rights for failure to pay dues and assessments or for any violation of the Articles, Bylaws or Rules and Regulations of the Association.

SECTION 6.4 DUTIES AND POWERS

A. GRANT OF EASEMENT The Association may grant or transfer all or any part of the Common Area as may be designated on a plat of the Property approved by the City of Tucson and recorded in the Pima County Recorder's Office, or its easements therein, to any public agency, authority or utility for such public purposes and subject to such conditions as may have been agreed to by the Owners or the Association. Except with respect to granting easements to public agencies or public and private utilities as may be reasonably requested by any Owner in order to establish water, power, communications or sewer service to such Owner's Lot, no such grant or transfer shall be effective unless an instrument signed by seventy-five percent (75%) or more of the Owners entitled to vote has been recorded, agreeing to such dedication or transfer,

and unless written notice of the transaction is sent to every Owner not fewer than thirty (30) days and not more than sixty (60) days in advance of such grant.

B. CONTROL MAINTENANCE The Association shall not be responsible for the control and maintenance of the public streets within the Property which are for the benefit of the general public and which shall be conveyed to the City of Tucson. The Association shall be responsible for the control and maintenance of the Common Areas as may be designated on Exhibit B attached hereto and on a plat of the Property approved by the City of Tucson and recorded in the Pima County Recorder's Office.

C. ASSESSMENTS The expenses incurred for the maintenance of the easements to be maintained by the Association and for the Common Areas and for the administration of the Association, including management and professional fees, taxes (if any), and insurance premiums shall be paid through general and special assessments levied pursuant to Article VII of these Restrictions.

D. POWERS OF THE ASSOCIATION

1. The Association shall be responsible for the proper and efficient management operation of the Common Areas. The Association shall, to the extent applicable, be responsible for:

- A. landscaping those portions of the Common Area controlled by the Association (including, but not limited to, any easement areas on the Lots);
- B. operating, maintaining (including insuring) and rebuilding, if necessary, street signs, walls, fences, and other improvements originally constructed by the Declarant;
- C. paying real estate taxes, assessments and other charges on those portions of the Common Area owned by Association;
- D. insuring all improvements which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Association deems appropriate;
- E. hiring, firing, supervising and paying employees and independent contractors, including, but not limited to, watchmen, security personnel (if any), workmen, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;

- F. maintaining such liability insurance as the Association deems necessary to protect the Members and the Board of Directors of the Association from any liability from occurrences or happenings on or about those portions of the Common Area maintained by the Association (including, but not limited to, errors and omissions insurance for the Board of Directors of the Association);
- G. maintaining Workmen's Compensation Insurance for the employees of the Association (if any);
- H. purchasing all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;
- I. enforcing, in its sole discretion, the provisions of this Declaration;
- J. establishing and maintaining such cash reserves as the Association deems reasonably necessary for the maintenance and repair of the improvements which it is responsible to maintain and for unforeseen contingencies, and to construct, if needed, required improvements on the Common Area as may be approved by the Board of Directors;
- K. providing payment for all utility services for the common facilities, and
- L. entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Common Area.
- M. maintaining any and all identification signage and marketing signage for Grant Road Industrial Center which may be placed on any Common Area or Common Area easement as designated on Exhibit B.

2. The manner in which the Association carries out its responsibilities shall be controlled by the provisions of its By Laws, its Articles of Incorporation and the provisions hereof.

ARTICLE VII

ASSESSMENT

SECTION 7.1 COVENANT FOR ASSESSMENTS

The Declarant, for all of the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay the Association:

1. Annual assessments or charges, and

2. Special assessments for capital improvements. Such assessments are to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but irrespective of any such assumption, the preceding Owner shall remain personally obligated to the Association therefor and the lien for such assessments shall be unaffected by change in ownership.

SECTION 7.2 AMOUNT OF ASSESSMENT

The rate and amount of each assessment shall be determined by the Association's Board of Directors. The assessment to which each Lot shall be subject shall be a pro rata portion of the amount required for the maintenance, replacement and improvement of the landscaped areas installed by the Declarant or the Association for the benefit of all portions of the Property within and bordering the Grant Road Industrial Center, maintenance of the decorative and identification signs and Improvements installed by the Declarant or the Association for the benefit of all Owners, maintenance of the easement granted pursuant to Article III hereof and such other access and landscaping easements which may be granted hereunder for the benefit of all of the Property, maintenance of the Common Area, if and when created, the Association's cost of billing, collection and administration, professional fees and insurance premiums incurred by the Association and reasonable reserves for all of the foregoing. Each Site's and Lot's pro rata share of such common expenses shall be in the ratio of which each Lot bears in terms of square feet to all Lots subject to assessment, except that expenses associated with the easement for ingress and egress granted pursuant to Article IV hereof shall be assessed against those Lots containing a portion of such easement therein, and prorated by the ratio of square footage of such easement located within such Lot to the total square footage of the easement.

SECTION 7.3 SPECIAL ASSESSMENTS

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 or reconstruction, unexpected repair or replacement of landscaping or easements and other Improvements placed for the benefit of all Owners including the necessary fixtures and personal property related thereto; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose after not less than thirty (30) days' written notice to all voting Members.

SECTION 7.4 ANNUAL ASSESSMENTS: PERIODIC PAYMENTS

The annual assessments provided for herein may be collected annually or on a monthly, quarterly, or semi-annual basis, as may be determined by the Board of Directors of the Association; the initial assessment shall commence as to each Lot on the first day of the month following the conveyance thereof to an Owner other than Declarant. The initial annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and notify the Members within a reasonable time thereafter. The Association shall, upon demand at any time from any interested Person, furnish a certificate in writing signed by an officer of the Association other than the Owner of the Lot in question setting forth what amounts of assessments, if any, on a specified Lot have not been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of those portions of assessments not shown thereon as unpaid.

SECTION 7.5 DELINQUENT ASSESSMENTS

Any assessments which are not paid when due shall be delinquent. Each Owner shall pay his assessment to the Association within ten (10) days after receipt of an invoice setting forth the amount of the assessment. In the event any invoice is not paid within thirty (30) days from the date the same is deposited in the United States mail addressed to the Owner at his address as shown on the records of the Association, the amount of such invoice shall be and become a lien upon such Owner's Lot when the Association causes to be recorded in the office of the County Recorder of Pima County an affidavit of non-payment of such invoice and mails a copy thereof by certified mail, return receipt requested, to such Owner at his address as shown on the records of the Association. If the assessment is not paid within thirty (30) days after the due date,

the assessment and all assessments thereafter falling due shall bear interest from the date of delinquency (or the subsequent due date) at the rate of **15%** per annum. The Declarant or the Association may bring an action at law against an Owner for any delinquent assessment, or may foreclose the lien against the Lot in the same manner in which a realty mortgage may be foreclosed, or may pursue both such remedies. The proceeds of a judicial sale following the foreclosure of such assessment lien shall first be paid to discharge court costs, other litigation costs of the Declarant or Association, including but not limited to reasonable attorneys' fees, all interest accruing thereon, and all other expenses of the sale and then to pay the principal and interest on all assessments included within the judgment. Any balance of proceeds after satisfaction of such amounts shall be paid to the Lot Owner, and the Lot Owner may redeem such Lot after the foreclosure sale in the same manner and within the same periods as provided for redemption from a sale after foreclosure of a realty mortgage.

SECTION 7.6 SUBORDINATION OF LIEN

Notwithstanding the provisions of Sections 7.1 and 10.5, the lien for all assessments shall be junior and subordinate to the lien of any purchase money or construction mortgage or deed of trust, made in good faith and for value, except for assessed sums which are applicable or attributable to any period after the date upon which the mortgagee, or the trustee or beneficiary under the deed of trust, or any purchaser either takes possession of such Lot, on conclusion of foreclosure, judicial or otherwise, or accepts a conveyance of such Lot.

SECTION 7.7 DISPOSITION OF SURPLUS

The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of annual or special assessments, fees or otherwise) and may carry forward as surplus any balances remaining (rather than apply such surplus to reduction of the annual assessment in future years) in such amounts as the Board of Directors, in its discretion, may determine to be desirable for the greater financial security of the Association.

ARTICLE VIII

DURATION, MODIFICATION, AND REPEAL

SECTION 8.1 TERM

These Restrictions, as amended from time to time, shall continue and remain in full force and effect at all times with respect to all the Property, and each part thereof, now or hereafter made subject hereto for a period of twenty (20) years

from the date this instrument is recorded. From and after such date, these Restrictions, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each unless, prior to the expiration of any such extended period, at least seventy-five percent (75%) of the then Owners and the Declarant (if the Declarant shall then hold an ownership interest in any property within the Grant Road Industrial Center) shall execute, acknowledge and record a document declaring that these Restrictions are terminated.

SECTION 8.2 TERMINATION AND MODIFICATION AND AMENDMENT

So long as Declarant shall own at least one Lot of the Property, these Restrictions or any provision hereof, or any covenant, condition or restriction contained herein, including this section, may be terminated, extended, modified or amended as to the whole of the Property or any portion thereof by Declarant. From and after the time that Declarant shall no longer own at least one Lot of the Property, these Restrictions may be amended, modified and terminated only upon the affirmative vote for such amendment, modification or termination, by Members of the Association holding at least seventy-five (75%) of the out-standing votes in the Association which are then entitled to be cast. Any such amendment, modification or repeal made pursuant to the foregoing shall be in writing, shall be recorded and shall state the portions of these Restrictions being amended, modified or repealed and the amendment thereto. Any such amendment shall be executed with the same formality as these Restrictions. In amending these Restrictions pursuant to this paragraph, a meeting of the Members of the Association may be held and a formal vote taken at such meeting or any such amendment may be signed by members holding at least seventy-five (75%) of the outstanding votes in the Association which are then entitled to be cast at the time such amendment is proposed. Any provisions contained herein to the contrary notwithstanding, no such amendment, modification or repeal shall be effective without the recorded written consent of Declarant so long as Declarant shall own any portion of the Property.

SECTION 8.3 ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

Any or all of the rights, powers or reservations of Declarant contained in these Restrictions may be assigned to any Person who shall assume the duties of Declarant pertaining to particular rights or powers assigned and upon the assignee's written acceptance of such assignment, the assignee shall have, to the extent of such assignment, the same rights and powers and be subject to any obligations or duties held by Declarant according to these Restrictions. Any assignment made hereunder shall be in recordable form and shall be recorded in the office of the County Recorder of Pima County, Tucson, Arizona.

ARTICLE IX

ABATEMENT AND LEGAL ACTION

SECTION 9.1 ABATEMENT

For any violations or breach of, or default under, these restrictions, the Declarant or the Association shall have the right, after ten (10) days' written notice to the defaulting Owner, to go upon such Lot and take such action as may be necessary to correct such violation, breach or default, including, without limitation, remedying any deficiency in the installation or maintenance of the landscaping, removal of any unauthorized Improvements and restoration of the premises, removal of any unauthorized personal property and placing the same in storage at the expense of the defaulting Owner, repainting the exterior of any building which has been painted in an unapproved manner or color, and cleaning up any unsightly material or debris upon any Lot. Any expenses thereby incurred by the Declarant or the Association including attorneys' fees shall become a lien upon such Lot as if for an unpaid assessment provided for under Article VII hereof, and such lien may be foreclosed in the manner provided for in Section 7.5 hereof.

SECTION 9.2 LEGAL ACTION

The Declarant, the Association, or any Owner, in addition to any other remedy available at equity or law, may prosecute an action or other proceeding against a defaulting Owner for injunctive relief, specific performance, damages, or the appointment of a receiver to take possession of the Improvements upon such defaulting Owner's Lot. By the acceptance of a deed to any Lot, or by signing a contract or agreement for the purchase of the same, or by executing a lease wherein voting rights are delegated, each Owner or Lessee does hereby agree that, in addition to the relief prayed for and granted in such action the Owner, if not the substantially prevailing party, shall be liable for all court costs and attorneys' fees incurred.

SECTION 9.3 SUBORDINATION

The use of any one or more of the remedies provided for in this Article shall not defeat or impair the lien, the priority or enforceability or a mortgage or deed of trust which is made in good faith and for value received.

SECTION 9.4 CUMULATIVE REMEDIES

The specific remedies set forth in this Article are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Declarant, the

Association or any Owner may be lawfully entitled in case of any violation, breach or default of any provision this Declaration.

ARTICLE X

GENERAL PROVISIONS

TI 10.1 NOTICE AND CEPTA

A. RESTRICTIONS. Every Person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property ~~is~~ and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to these Restrictions ~~is~~ contained in the instrument by which such Person acquired an interest in the Property.

B. GRANT ROAD INDUSTRIAL CENTER PLAT OR PLATS. Every Person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property ~~is~~ and shall be conclusively deemed to have consented and agreed to any future subdivision of the Property by Declarant.

SECTION 10.2 WAIVER

Neither Declarant nor its successors or assigns nor the Committee, nor any member thereof, shall be liable to any Owner, lessee, licensee, or occupant of any portion of the Property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of these Restrictions and no action or suit shall be commenced in connection therewith.

SECTION 10.3 NOTICES

Notices provided for in these Restrictions shall be in writing and shall be addressed to the last known address of the Owner in the files of the Association. Notices shall be deemed delivered when mailed by registered or certified mail addressed to the Owner at such address or when delivered in person to such Owner.

SECTION 10.4 AMBIGUITY

In the event of any ambiguity in these Restrictions, the interpretation of the Association as to the intended meaning shall prevail.

SECTION 10.5 RIGHTS OF MORTGAGEES

No breach of the provisions contained herein shall defeat or impair the lien, priority or enforceability of any purchase

money or construction loan mortgage or deed of trust made in good faith and for value now or hereafter executed encumbering land that is subject to these Restrictions; provided, however, that if any portion of the Property is sold under a foreclosure of any such mortgage or under the provisions of any such deed of trust, any purchaser at such sale and the successors and assigns of such purchaser shall hold any and all property so purchased subject to all of the provisions of these Grant Road Industrial Center Restrictions.

SECTION 10.6 PARAGRAPH HEADINGS

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this instrument or in any way to define, limit, or describe the scope and intent of the particular paragraphs to which they refer.

SECTION 10.7 SEVERABILITY

Invalidation of any one of the provisions of these restrictions by judgment or court order shall in no way affect the validity of any other provision, and the same shall remain in full force and effect.

SECTION 10.8 GRAMMATICAL USAGE

Whenever the context of these restrictions so requires, words used in the masculine gender shall include the feminine and the neuter genders; words in the singular shall include the plural; and words in the plural shall include the singular.

DECLARANT:

INDUSTRIAL RESOURCES, INC.,
an Arizona corporation

By Kathryn C. Johnson
President

and

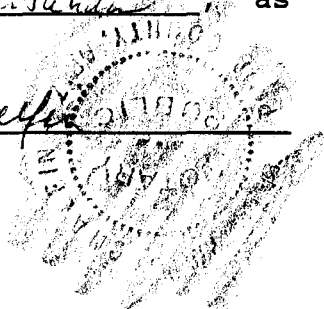
CHICAGO TRUST COMPANY, an Arizona
corporation, as Trustee under Trust
No. 10,820

By Tracy J. Smith
Trustee, Trust Officer

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 9th
day of March, 1992, by W. Thayer C. Johnson as
President of INDUSTRIAL RESOURCES, INC.

Richard P. Chaffin
Notary Public



My Commission Expires:
7/6/94

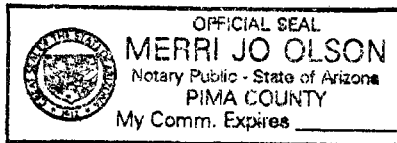
STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 19th
day of March, 1992, by Troy T. St. John**, as Trustee
of CHICAGO TRUST CO. AS TRUSTEE UNDER TRUST NO. 10,620.

****Trust Officer**

Merri Jo Olson
Notary Public

My Commission Expires:
04-23-93



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GRANT ROAD INDUSTRIAL CENTER

LEGAL DESCRIPTION

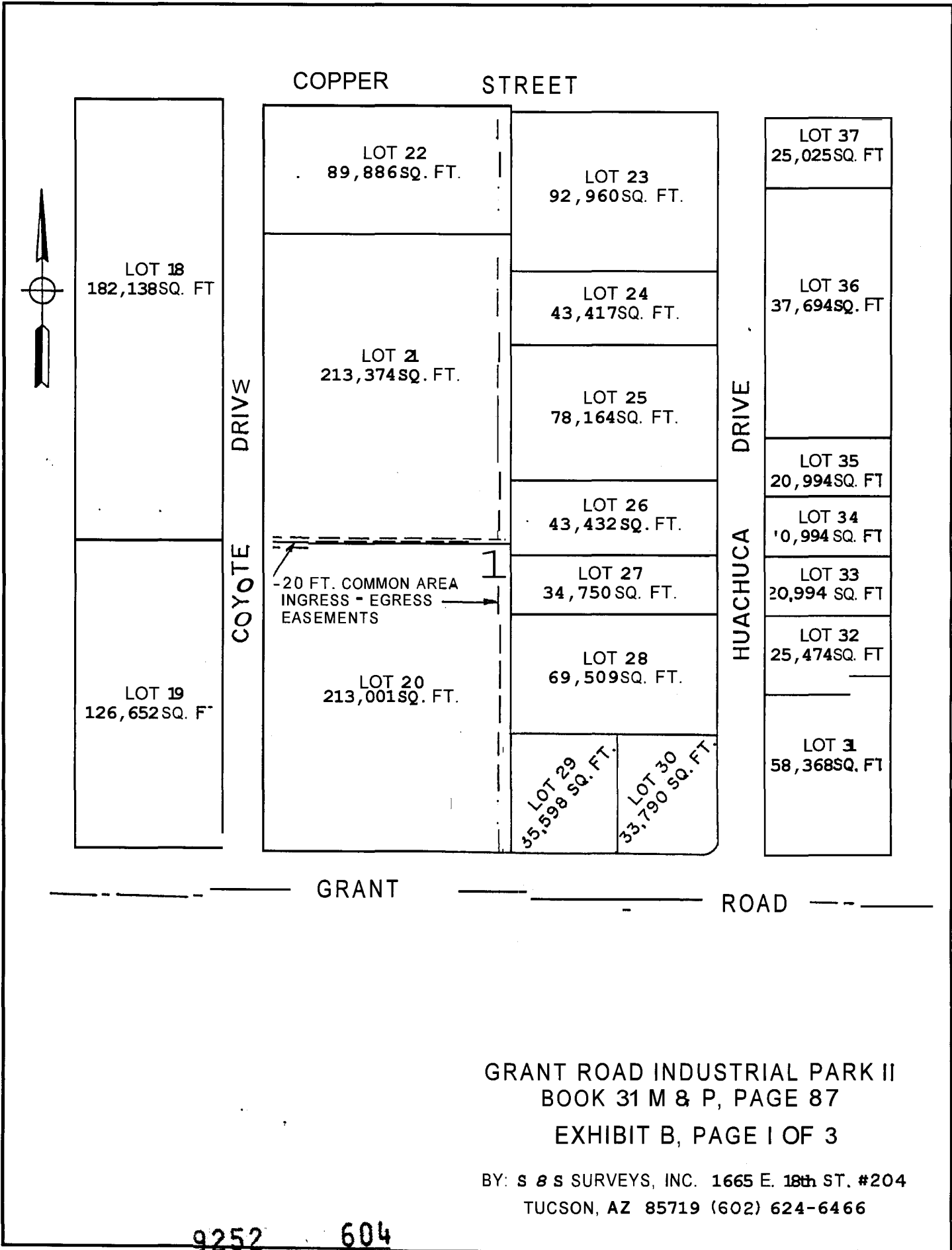
Lots 1-4 and 11-16 according
to the plat of record in Book 26 of
Maps and Plats at page 78
in the Office of the Pima County
Recorder, Tucson, Arizona,

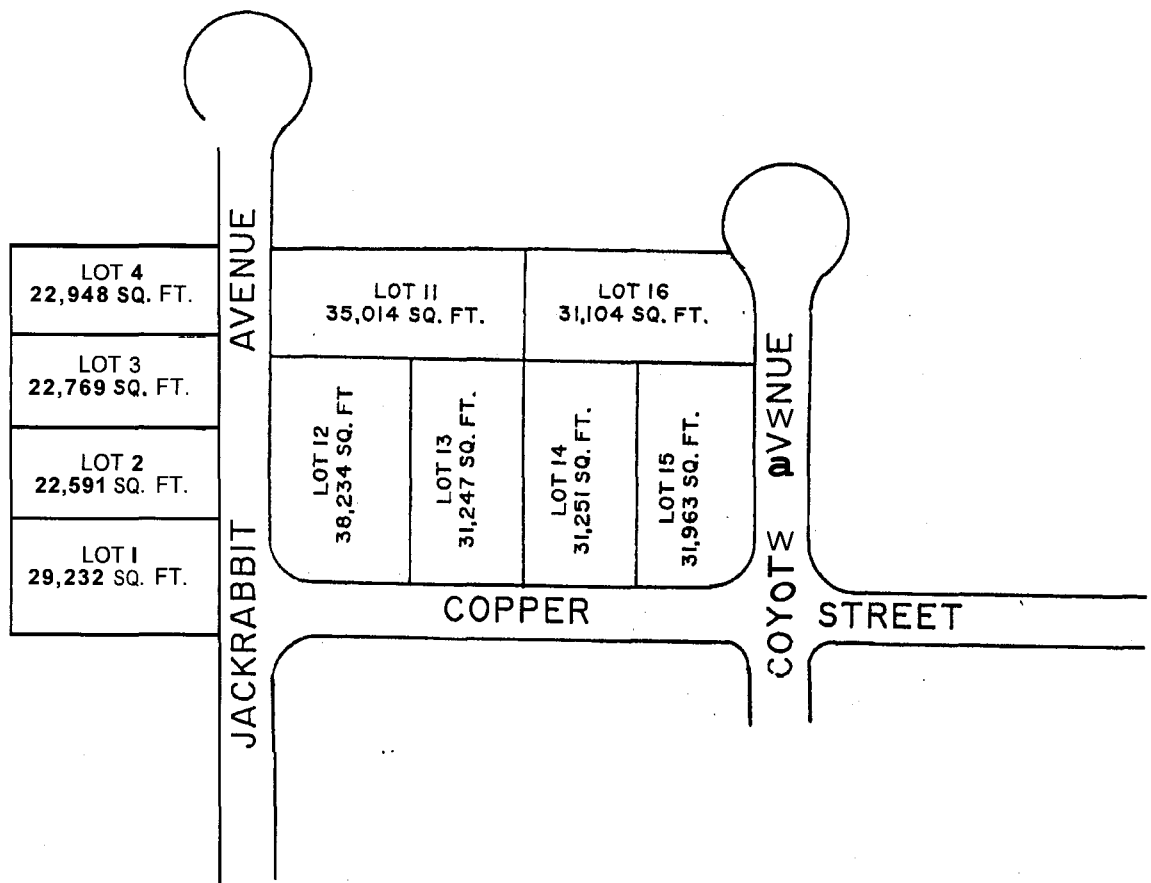
and

GRANT ROAD INDUSTRIAL PARK II
Lots 18-37 according to the
plat of record in Book 31 of
Maps and Plats at page 87
in the Office of the Pima County
Recorder, Tucson, Arizona,
and Common Areas A and B
as Reflected on Exhibit B
attached hereto

EXHIBIT A

9252 603





GRANT ROAD INDUSTRIAL PARK
BOOK 26 M & P, PAGE 78

EXHIBIT B, PAGE 2 OF 3

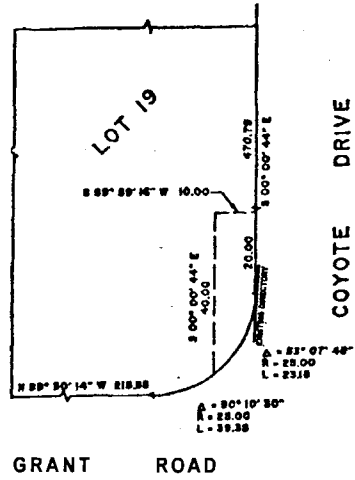
BY: S & S SURVEYS, INC. 1665 E. 18th ST. #204

TUCSON, AZ 85719 (602) 624-6466

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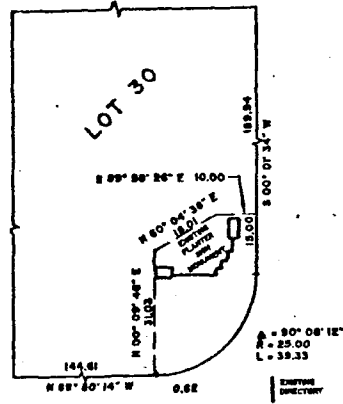


GRANT ROAD

LOT 19 EASEMENT DESCRIPTION

A COMMON AREA EASEMENT PERMITTING THE EXISTENCE, INSTALLATION AND SERVICING OF SIGNS OR DIRECTORIES, WITHIN THE CONFINES OF THE FOLLOWING DESCRIBED PARCEL IN WANT ROAD INDUSTRIAL PARK II, A SUBDIVISION OF RECORD IN THE OFFICE OF THE PIMA COUNTY RECORDER, IN BOOK 31 OF MAPS AND PLATS AT PAGE 87, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 19 OF GRANT ROAD INDUSTRIAL PARK II, RUN THENCE $500^{\circ}00'44''$ E ALONG THE WEST RIGHT-OF-WAY LINE OF COYOTE DRIVE A DIST. OF 470.39 FT. TO THE TRUE PLACE OF BEGINNING, THENCE CONTINUE $500^{\circ}00'44''$ A DIST. OF 20.00 FT., THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $89^{\circ}58'16''$ AND A RADIUS OF 25.00 FT. A DIST. OF 23.36 FT., THENCE $89^{\circ}58'16''$ A DIST. OF 10.00 FT., THENCE $589^{\circ}50'16''$ A DIST. OF 10.00 FT. TO THE TRUE PLACE OF BEGINNING.



GRANT ROAD

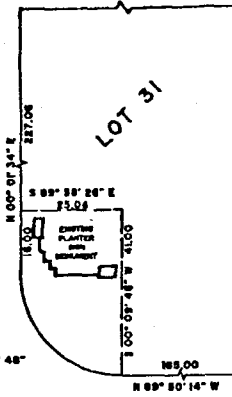
LOT 30 EASEMENT DESCRIPTION

A COMMON AREA EASEMENT PERMITTING THE EXISTENCE, INSTALLATION AND SERVICING OF SIGNS OR DIRECTORIES, WITHIN THE CONFINES OF THE FOLLOWING DESCRIBED PARCEL IN GRANT ROAD INDUSTRIAL PARK II, A SUBDIVISION OF RECORD IN THE OFFICE OF THE PIMA COUNTY RECORDER, IN BOOK 31 OF MAPS AND PLATS AT PAGE 87, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF GRANT ROAD INDUSTRIAL PARK II, RUN THENCE $500^{\circ}01'34''$ W ALONG THE WEST RIGHT-OF-WAY LINE OF COYOTE DRIVE A DIST. OF 159.94 FT. TO THE TRUE PLACE OF BEGINNING, THENCE CONTINUE $500^{\circ}01'34''$ W A DIST. OF 15.00 FT., THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $90^{\circ}08'12''$ AND A RADIUS OF 25.00 FT. A DIST. OF 39.33 FT., THENCE $889^{\circ}50'14''$ W A DIST. OF 0.82 FT., MORE OR LESS TO THE EXTENSION OF THE EAST WALL OF AN EXISTING BUILDING, THENCE ~~XXXXXXXXXX~~ ALONG SAID EXTENSION AID THE EAST BUILDING WALL A DIST. OF 31.01 FT., THENCE $860^{\circ}04'38''$ E A DIST. OF 18.01 FT., THENCE $589^{\circ}58'28''$ E A DIST. OF 10.00 FT., MORE OR LESS TO THE TRUE PLACE OF BEGINNING.

GENERAL NOTE

THE COMMON AREA EASEMENTS SHOWN ARE BEING CREATED AID DESCRIBED HEREON, TO PROVIDE FOR THE EXISTING PLANTER AND MONUMENT SIGNS OR FOR FUTURE SIGNS AND DIRECTORIES.



LOT 31 EASEMENT DESCRIPTION

A COMMON AREA EASEMENT PERMITTING THE EXISTENCE, INSTALLATION AND SERVICING OF SIGNS OR DIRECTORIES, WITHIN THE CONFINES OF THE FOLLOWING DESCRIBED PARCEL IN WANT ROAD INDUSTRIAL PARK II, A SUBDIVISION OF RECORD IN THE OFFICE OF THE PIMA COUNTY RECORDER, IN BOOK 31 OF MAPS AND PLATS AT PAGE 87, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 31 OF GRANT ROAD INDUSTRIAL PARK II, RUN THENCE $889^{\circ}50'14''$ ALONG THE NORTH RIGHT-OF-WAY LINE OF GRANT ROAD A DIST. OF 185.00 FT. TO THE TRUE PLACE OF BEGINNING, THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $89^{\circ}51'48''$ AND A RADIUS OF 25.00 FT. A DIST. OF 39.21 FT., THENCE $890^{\circ}01'34''$ A DIST. OF 16.00 FT., THENCE $589^{\circ}58'28''$ E A DIST. OF 25.04 FT., THENCE $500^{\circ}09'46''$ W A DIST. OF 41.00 FT. TO THE TRUE PLACE OF BEGINNING.



EXHIBIT B, PAGE 3 OF 3

**PLAT OF COMMON AREA EASEMENTS
GRANT ROAD INDUSTRIAL PARK II
BOOK 31 M & P, PAGE 87**

BY: S & S SURVEYS, INC. 1665 E. 18th ST. #204

TUCSON, AZ 85719 (602) 624-6466

SCALE 1/4" = 20' JOB NO. 91-12-05 MARCH 1992

