

3.9 Units and Limited Common Elements Easement in Favor of Association.

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

- (a) For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements;
- (c) For correction of emergency conditions in one or more units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.
- (d) For the purpose of enabling the Association, the Board of Directors or any other committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.
- (e) For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements in order to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, their guests, tenants, invitees and the other occupants of the Unit.

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

ARTICLE 4
USE AND OCCUPANCY RESTRICTIONS

4.1. Office Use. Subject to the limitations, restrictions and conditions below, all Units shall be used, improved and devoted exclusively to business, administrative or professional office use only, and such additional uses permitted by the City of Tucson, Arizona under its C3 zoning designation, and no other use. No residential, retail or accessory retail uses may be conducted on any Unit or in or from any Unit. In addition to the foregoing, no medical use may be conducted on any Unit or in or from any Unit without the prior written approval of the Board of Directors, which approval may be

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withheld in its sole and absolute discretion. No medical use may be approved by the Board of Directors if such approval or use would violate the then parking rules or regulations of the City of Tucson, Arizona when taking into account or consideration all uses then in effect at, on or from the Condominium. In the event the Board of Directors approves of the medical use for a Unit, such approval shall remain in full force and effect and continue notwithstanding any transfer, grant, conveyance, lease, foreclosure, trustee's sale or other disposition of all or any interest in or to the Unit. However, in the event the Board of Directors approves of the medical use for a Unit, in the event of any termination of the medical use thereof for a period of ninety (90) days (unless due to material damage or destruction of or to the Unit), said Unit may no longer have a medical use conducted thereon, in or therefrom unless approved by the Board of Directors as provided above. Notwithstanding the foregoing, the following uses, as more fully described or defined in the City of Tucson Land Use Code, are strictly prohibited on, from or within the Condominium: Automotive-Service and Repair; Billboards; Building and Grounds Maintenance; Funeral Service; Construction Materials Sales; Swap Meets and Auctions; Protective Services; Salvaging; Restricted Adult Activities Use Groups; Correctional Use; Custodial Facility; Alcoholic Beverage Service - Large Bar; Entertainment - Dance Hall; Heavy Equipment Manufacturing; and Hazardous Material Storage.

4.2 Antennas. No antenna, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, except those specifically covered by 47 C.F.R. § 1.4000, shall be erected, used or maintained outdoors on any portion of the Condominium whether attached to a Building or structure or otherwise, unless approved by the Board of Directors.

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

4.4 Improvements and Alterations. Any Unit Owner may make nonstructural additions, alterations and improvements within his Unit without the prior written approval of the Board of Directors so long as the Unit Owner obtains all permits required by the City of Tucson, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements. No Unit Owner shall make any structural additions, alterations or improvements within a Unit, unless prior to the

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