

F. ANN RODRIGUEZ, RECORDER
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W
LINDA HICKOX

4641 W MOSSMAN RD #1
TUCSON AZ 85746

**ADDENDUM TO
THE GOLF LINKS EAST HOMEOWNERS' ASSOCIATION
BY-LAWS**

All of the revisions, Conditions of the rules and regulations and By-Laws, except as modified and amended herein, remain the same. This addendum to the Golf Links East Homeowners' Association By-Laws is made and executed this 13th day of November 1997, by the representatives of the owners of the property (document to be recorded by Golf Links East Homeowner's Association Treasurer, Roger Schneider), herein known as the Board of Directors, to wit;

WHEREAS, as managers of the property located in PIMA COUNTY, the Board of Directors has prepared and recorded this instrument for the purpose of adding an addendum to the By-Laws of Golf Links East Condominiums whose address is 6615, 6625, and 6635 East Golf Links Road, Tucson, AZ 85730, legally described as "The Easterly 400 feet of Tract "A" in Block 51 of Terra Del Sol", Pima County, Arizona, as shown by map on file in Book 13 of Maps and Plats, at Page 16, Pima County Records.

Refer to Declarations of horizontal property regime of Golf Links East Condominiums, in the Office of the Country Recorder of Pima County, Arizona, in Book 6265. The addendum begins on page 729.

Article VI Common Expense; section B. Default in Payment of Assessments; number 1.

A recorded lien may be placed on a unit when that unit is seven (7) months and one (1) day late with Association dues after initial period. When an owner is in arrears ten (10) months and one (1) day with Association dues, the Association can proceed with foreclosure. The owner in arrears will be responsible for reimbursement to the Homeowners' Association for all legal and court costs in addition to dues in arrears and all late payment fees.

The changes stated above to become effective immediately:

Linda Hickcox
President
Board of Directors

The foregoing addition to the By-Laws of Golf Links East Condominiums was subscribed and sworn to before me this 13th day of November, 1997, by Linda Hickcox.

My Commission Expires June 21, 1999

My Commission Expires

Notary Public

10675

626

MIKE BOYD, RECORDER
PIMA COUNTY, PRIZONA
CERTIFICATE OF RECORDING

06/16/89
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W.
SHERIL MAHONEY

TUCSON	AZ 85701	3 PAGES	AT	\$	5.00
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RECORDING TYPE: AMENDED BY LAWS					
GRANTOR: GOLF LINKS EAST CONDOMINIUMS					
GRANTEE: BY LAW					
					TOTAL
					8.00
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DO NOT DETACH CERTIFICATE FROM DOCUMENT

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Steel Makney

AMENDMENT TO THE BY-LAWS OF GOLF LINKS EAST CONDOMINIUMS

By Council of Owners, executed this 14 day of June 1989.

Refer to Declarations of horizontal property regime of Golf Links East Condominiums, in the Office of the County Recorder of Pima County, Arizona, in Book 6265, pages 676 - 684, and recorded in the same office in Book 32 of Maps and Flats on page 46.

Amendment begins in Docket Book 6265, page 713, Article II. Board of Directors and as amended in Docket Book 7631, page 660, is now amended to read as follows:

Article II. Entitled Board of Directors is amended to read as follows:

The affairs of the Council of Owners shall be conducted by a Board of seven Directors.

A. ELECTION. It is the duty and obligation of each unit owner to serve on the Board and to assist in the common effort to operate and maintain the condominiums for the benefit of all owners. The Secretary shall maintain a list of all units to show the precedence for service on the Board. The initial list will be compiled by lot--placing all unit numbers in a container and drawing one unit number out one by one.

If a unit owner wishes to serve in advance of his place on the list, the unit owner may volunteer to serve on the Board by notifying the Secretary. When a vacancy occurs on the Board, the Secretary will provide the Board with the name and unit number of a volunteer. If there is no volunteer, the name and unit number at the top of the list will be presented to the Board. If three Board members approve of the candidate serving on the Board, the individual will be accepted as a Board member.

If an owner is not capable or willing to serve as a Board member when their unit number reaches the top of the list, it is provided that the service obligation may be satisfied by one of the following ways:

1. The owner may designate an acceptable person to serve on the Board in place of the unit owner.
2. The unit owner may pay the Homeowners' Association the sum of \$70 representing \$10 per month for each month of required service.

B. TERM. Each member of the Board of Directors shall serve for a term of seven months. A month is defined as a calendar month such as January, February. If a member commences service on the 1st, 2nd or 3rd day of a calendar month and serves continuously until the end of that month, such service shall be considered a full month. If a member is serving at the beginning of a calendar month and terminates such service on the last three days of such a month, such service shall be considered a full month. If service begins on January 3 and terminates on January 29, it is not considered a full month. When the unit owner completes his term, the unit number will be moved to the bottom of the list and the next unit number on the list will be submitted to the Board by the Secretary.

B. TERM - Continued

If a member of the Board is a multiple unit owner and has completed the required period of service for one unit and desires to remain on the Board, the unit owner can request that the unit number under which service is completed be placed at the bottom of the list and a new term of service will start for another unit designated by the owner.

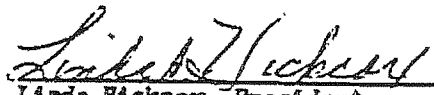
C. RESIGNATION OR REMOVAL. Only one Board member may resign from the Board at the end of any month as long as that member has completed seven full months of service. At the end of each month the member who has the most seniority on the Board, if they have completed seven full months of service, may resign and his unit number will be placed at the bottom of the list maintained by the Secretary.

If the most senior member desires to remain on the Board, the next senior member, if they have completed seven full months of services, may resign.

If any Board member does not attend Board meetings or fails to perform competently on the Board, the other Board members by a 2/3 vote of the other six members may remove the delinquent member from the Board. The removed member would be required to pay to the Homeowners Association \$10 per month for the unfulfilled obligation of seven months.

Except as amended herein all the other terms and conditions in the original By-Laws and as previously amended of Golf Links East Condominiums is unchanged.

Dated this 14 day of June 1989.

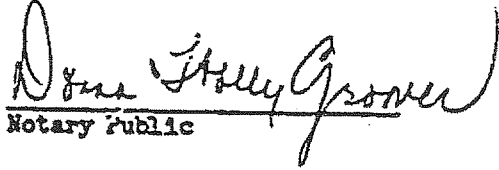

Linda Hickcox, President
Council of Owners - Golf Links
East Condominiums

STATE OF ARIZONA)
)
COUNTY OF PIMA)

The foregoing was acknowledged before me, a Notary Public, this 13th day of June 1989 by Linda Hickcox.

My Commission Expires April 30, 1992

My Commission Expires


Notary Public

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

06/19/87
11:38:00

MCD 06 MAY 1987 P. 0113 11:38:00

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GRANTOR: GOLF LINKS EAST CONDOMINIUMS
GRANTEE: BY LAWS

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TUCSON	AZ 85730				

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8060 1821

AMENDMENT TO THE BY-LAWS OF GOLF LINKS EAST CONDOMINIUMS

By Council of Owners, executed this 17 day of June 1987.

Refer to declaration of horizontal property regime of Golf Links East Condominiums, in the Office of the County Recorder of Pima County, Arizona, in Book 6265, pages 676 - 684, and recorded in the same office in Book 32 of Maps and Plats on page 46.

Amendment begins in Docket Book 6265, page 715, Article II, BOARD OF DIRECTORS. Paragraph D is amended to read as follows:

D. COMPENSATION

Members of the Board of Directors and their relatives and all other owners and their relatives shall receive no compensation for any services performed for Golf Links East Condominiums unless expressly approved in advance by owners having at least 66-2/3% of the total voting power.

Except as amended herein, all the other terms and conditions in the original by-laws, and as previously amended of Golf Links East Condominiums in unchanged.

Dated this 17 day of June 1987.

Marianne C. Collins
Marianne C. Collins, President
Council of Owners - Golf Links
East Condominiums

STATE OF ARIZONA)
)
COUNTY OF PIMA)

17th The foregoing was acknowledged before me, a Notary Public, this day of June 1987 by Marianne C. Collins.

My Commission Expires Feb. 23, 1990

My Commission Expires _____

Shelly J. [Signature]
Notary Public

8060 1822

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

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

119611

No. 119611
Book 7631 Page 659-662
Date: OCT 2 1985 8:00 AM
Request of STEWART TITLE & TRUST OF TUCSON
Fees: 5.00

Indexed	Paged	Slotted



FORM 4-13

WHEN RECORDED MAIL TO:
STEWART TITLE & TRUST OF TUCSON
P O BOX 42200
TUCSON AZ 85733
TRUST/PS

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AMENDMENT TO THE BY-LAWS
OF
GOLF LINKS EAST CONDOMINIUMS

STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, not in its individual corporate capacity, but only as Trustee of Trust No. 3015 ("Declarant"), is the owner of all that certain property, (as hereinafter defined), said property also being known as GOLF LINKS EAST CONDOMINIUMS by reason of the recordation of a Declaration of Horizontal Property Regime of GOLF LINKS EAST CONDOMINIUMS ("Declaration"), in the Office of the County Recorder of Pima County, Arizona, in Book 6265 at Pages 676-684, and the recordation of that certain Condominium Plat of Golf Links East Condominiums, Units 1 thru 48, ("Plat"), in the Office of the County Recorder of Pima County, Arizona, in Book 32 of Maps and Plats at Page 46.

Pursuant to the provisions of the Declaration, and of that certain Declaration of Covenants, Conditions and Restrictions of Golf Links East Condominiums ("Covenants"), heretofore recorded in the Office of the County Recorder of Pima County, Arizona, in Book 6265 at Pages 685-710, that as enacted by the prior Owner, which prior Owner did adopt By-Laws of GOLF LINKS EAST CONDOMINIUMS ("By-Laws"), this instrument is being prepared and recorded for the purpose of changing the By-Laws. Said By-Laws are changed as follows:

1 7631 659

LAW OFFICES
GOLDBAUM, GOETZ & SIPE
1403 HOME FREEMAN S. WINGS TOWER
32 NORTH STONE AVENUE
TUCSON, ARIZONA 85701
(602) 827-7461

GOLOBAUM, GOETZ & SIPE
1403 HOME FEDERAL SAVINGS TOWER
32 NORTH STONE AVENUE
TUCSON, ARIZONA 85701
(602) 622-7423

1 Article II. Entitled "Board of Directors" is amended
2 to read as follows:

3 The affairs of the Council of Owners, until such time
4 as the Declarant sells thirty-six (36) Apartments, shall be
5 conducted by a Board of three Directors. After the Declarant
6 sells thirty-six (36) Apartments, or turns over the control
7 to the Council of Owners, there shall be five (5) Directors.

8 A. ELECTION. At each annual meeting of the Council
9 of Owners, the Owners shall elect a Board of Directors for the
10 forthcoming year, provided, however, until such time as the
11 Declarant sells thirty-six (36) Apartments, or turns over the
12 affairs to the Council of Owners at a sooner date, the Board
13 of Directors shall consist of GEORGE OGANOWSKI, SHIRLEY OGANOWSKI,
14 and JOANNE SULLIVAN. At least thirty (30) days prior to each
15 annual meeting, the Board of Directors shall elect a Nominating
16 Committee composed of not less than three (3) owners, and the
17 Nominating Committee shall recommend to the Annual Meeting one
18 nominee for each position on the Board of Directors to be filed
19 for the following year. No Owner serving on the Board of Directors
20 shall serve on the Nominating Committee. Nominations for the
21 Board of Directors may also be made from the floor at any Annual
22 Meeting. Members of the Board of Directors shall not be required
23 to be Owners of an Apartment, but at least one member of the
24 Board shall be a resident of Pima County, Arizona.

25 B. TERM. Each member of the Board of Directors shall
serve for a term of one year. The members of the Board of Directors

1 shall serve until their respective terms expire and their successors
2 are elected and qualify, or until their death, resignation or
3 removal.

4 C. RESIGNATION OR REMOVAL. Any member of the Board
5 of Directors may resign at any time by giving written notice
6 either to the President, to other Board Members, or to the Manager
7 (as hereinafter defined). Any member of the Board of Directors
8 may be removed by the affirmative vote of Owners having at least
9 a 66-2/3% of the total voting power. Whenever there shall occur
10 a vacancy on the Board of Directors due to the death, resignation,
11 or removal or any other cause, the remaining Directors shall
12 elect a successor Director to serve until the next Annual Meeting
13 of the Council of Owners.

14 ARTICLE II.

15 SECTION G. Relating to the Meeting of the Board of
16 Directors shall be amended as follows:

17 Two Members of the Board of Directors shall constitute
18 a quorum. Once the Declarant has turned over the control to
19 the Council of Owners, three members of the Board of Directors
20 shall constitute a quorum. If a quorum is present at any meeting
21 of the Board of Directors, the decision of the majority of those
22 present shall be the act of the Board of Directors. The Board
23 of Directors shall elect all the officers of the Council of
24 Owners as set forth in ARTICLES IV of these By-Laws at an Annual
25 Meeting of the Board of Directors to be held immediately following
the Annual Meeting of the Council of Owners.

LAW OFFICE
COLLEEN M. BOYD & ASSOC.
100 West 10th Street, Suite 1000
Wichita, Kansas 67202
TEL: 316-261-1111
FAX: 316-261-1112

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Except as modified herein, all the other terms and conditions set forth in the By-Laws under ARTICLE II shall remain the same.

All of the Provisions, Conditions of the By-Laws, except as modified and amended herein, shall remain the same.

DATED this 1st day of October, 1985.

STEWART TITLE & TRUST OF TUCSON,
an Arizona corporation, not in
its individual corporate capacity,
but only as Trustee under Trust
No. 3815

Pat Spaulding
Assistant Trust Officer

LAW OFFICES
GOLDMAN, COHEN & SPE
1001 North Pinal, Superior Tower
32 North Stone Avenue
Tucson, Arizona 85710
PH 627-7800

STATE OF ARIZONA)
COUNTY OF PIMA) ss

The foregoing Amendment to By-Laws of GOLF LINKS, EAST
CONDOMINIUMS, was subscribed and sworn to before me this 1st
day of OCTOBER, 1985, by Pat Spaulding.

Assistant
as Trust Officer of STEWART TITLE & TRUST OF TUCSON, an Arizona
corporation, not in its individual corporate capacity, but only
as Trustee under Trust No. 3815.

Susan R. Pyle
NOTARY PUBLIC

My Commission expires:
6/5/87

BY-LAWS
OF
GOLF LINKS EAST CONDOMINIUMS

GOVOSO CORP., an Arizona corporation ("Declarant"), is the owner of all that certain Property (as hereinafter defined), said Property also being known as GOLF LINKS EAST CONDOMINIUMS, by reason of the recordation of a Declaration of Horizontal Property Regime of Golf Links East Condominiums ("Declaration"), in the Office of the County Recorder of Pima County, Arizona, in Book 6265 at Page 67-68 and the recordation of that certain Condominium Plat of Golf Links East Condominiums, Units 1 thru 48, ("Plat"), in the Office of the County Recorder of Pima County, Arizona, in Book 22 of Maps and Plats at Page 46.

Pursuant to the provisions of the Declaration, and of that certain Declaration of Covenants, Conditions and Restrictions of Golf Links East Condominiums ("Covenants"), heretofore recorded in the Office of the County Recorder of Pima County, Arizona, in Book 6265 at Page 65-70, Declarant has enacted and adopted these By-Laws of Golf Links East Condominiums ("By-Laws"):

I. Application of By-Laws

A. All initially capitalized words and terms used herein shall be defined as in the Declaration and/or the covenants unless specifically provided herein to the contrary.

B. As used herein, the term "Property" shall mean all real and personal property referred to in and subject to the Declaration, the Plat, the Covenants and/or these By-Laws at such time as the same are committed to the Golf Links East Condominiums horizontal property regime ("Regime") including, without limitation, whether presently existing or to be added, constructed or developed in the future (1) all of the lessee's rights, title and interests in and to (i) the Land (as described on Exhibit "A" to the Declaration and on Exhibit "A" hereto, which is by this reference incorporated herein), and (ii) all easements, rights and appurtenances relating to the Land; (2) the Buildings (as described in the Declaration); (3) all other improvements on or to the Real Property; and (4) all articles of personal property intended for common use in connection with any of the foregoing.

C. All present and future Owners, Mortgagees, lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations (as hereinafter defined) made pursuant hereto and any amendment to these By-Laws from and after the time such amendment has been duly enacted and recorded.

D. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of an Apartment by any person shall constitute an agreement by such person that these By-Laws (and any Rules and Regulations made pursuant to the provisions hereof) and the provisions of the

Declaration and the Covenants, as any of the same may be amended from time to time, are accepted, ratified and will be complied with.

E. Each Owner shall be a member of the Council of Owners and shall be entitled to a vote equal to the percentage interest in the Common Elements (computed in the manner set forth in the Declaration) appurtenant to the Apartment or Apartments owned by him.

II. Board of Directors

Except as set forth in Paragraph A of this Article II, the affairs of the Council of Owners shall be conducted by a board of three (3) directors.

A. Election

At each annual meeting of the Council of Owners, the Owners shall elect a Board of Directors for the forthcoming year provided, however, the first Board of Directors shall consist of Maurice A. Wilson, Marion E. Wilson and George R. Ogonowski, who shall serve until the first annual meeting. At least thirty (30) days prior to each annual meeting, the Board of Directors shall select a Nominating Committee composed of not less than two (2) Owners and the Nominating Committee shall recommend to the annual meeting one nominee for each position on the Board of Directors to be filled for the following year. No Owner serving on the Board of Directors shall serve on the

Nominating Committee. Nominations for the Board of Directors may also be made from the floor at any annual meeting. Members of the Board of Directors shall not be required to be Owners of an Apartment, but at least one member of the Board shall be a resident of Pima County, Arizona.

B. Term

Each member of the Board of Directors shall serve for a term of three (3) years provided, however, that of the members of the Board of Directors elected at the first annual meeting, one (1) member shall serve a three (3) year term, one (1) member shall serve a two (2) year term, and one (1) member shall serve a one (1) year term. The members of the Board of Directors shall serve until their respective terms expire and their successors are elected and qualify, or until their death, resignation or removal.

C. Resignation and Removal

Any member of the Board of Directors may resign at any time by giving written notice either to the President, to other Board Members or to the Manager (as hereinafter defined). Any member of the Board of Directors may be removed by the affirmative vote of Owners having at least $66 \frac{2}{3}\%$ of the total voting power. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, or removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Council of Owners

at which time the Owners shall elect a new Director to fill such vacancy for the remainder of the unexpired term.

D. Compensation

Members of the Board of Directors shall receive no compensation for their services unless such compensation is expressly provided for by the Board of Directors and approved by Owners having at least 66 2/3% of the total voting power.

E. Powers and Authority of the Board of Directors

The Board of Directors, for the benefit of the Golf Links East Condominiums and the Owners, shall enforce the provisions of the Declaration and Covenants, these By-Laws and any Rules and Regulations governing the Property and shall pay for the following out of the Common Expense Fund:

1. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility services for the Common Elements and (to the extent not separately metered or charged) for all Apartments;
2. A policy or policies of fire and extended coverage casualty insurance as the same is more fully set forth in Article XV of the Covenants in amounts equal to the full insurable replacement value of the Apartments and Common Elements. The limits and coverage of such policy or policies shall be reviewed not less often than annually by the Board of Directors and shall be increased in the Board's discretion. All such policies shall include a mortgagee's loss payable endorsement

where appropriate. All insurance proceeds shall be payable as provided in Articles III and XV of the Covenants;

3. A policy or policies of general public liability insurance insuring the Board of Directors, the Owners, the Manager and all of their agents and employees, against any liability to any person or persons incident to or resulting from the ownership and/or use of the Property. Such policies shall be consistent with the provisions of Article XV of the Covenants. The limits of liability under such policy or policies shall not be less than \$1,000,000.00 for injury or death of any one person in any one occurrence, not less than \$2,000,000.00 for injury or death to more than one person in any one occurrence, and not less than \$100,000.00 for property damage for each occurrence. The limits and coverage of such policy or policies shall be reviewed not less often than annually by the Board of Directors and increased in the Board's discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of any named insured under the policy or policies shall not be prejudiced with respect to his, her or their action against another named insured;

4. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

5. The services of a Manager to manage the Board's affairs as provided in Article VIII hereof, to the extent

deemed advisable by the Board of Directors, and the services of such other personnel as the Board of Directors determines to be necessary or proper for the operation of the Common Elements, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;

6. Legal and accounting services necessary, required or desirable in connection with the operation of the Common Elements or the enforcement of the Declaration or Covenants, these By-Laws or any Rules and Regulations.

7. A fidelity bond or bonds naming the Manager and such other persons as may be designated by the Board of Directors as principals, and the Owners as obligees, in such amount or amounts as are determined by the Board of Directors;

8. Painting, maintenance, repair and landscaping of the Common Elements and maintenance, repair and purchasing of furnishings and equipment used in connection with the Common Elements as the Board of Directors determines is necessary, required or proper. Except as specifically set forth herein or in the Covenants, the Board of Directors shall have the exclusive right and duty to provide for maintenance, repair and furnishing of the Common Elements provided, however, that the interior surfaces of each Apartment shall be painted, maintained and repaired by the Owner thereof, at such Owner's sole cost and expense;

9. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurances, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or Covenants or these By-Laws or which in the opinion of the Board of Directors shall be necessary or proper for the operation of the Common Elements or for the enforcement of the Declaration, the Covenants and/or these By-Laws provided, however, that for all such expenses incurred with respect to a particular Apartment, the cost thereof shall be specifically assessed to the Owner of such Apartment;

10. Maintenance and repair of any Apartment, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or preserve the appearance and/or value of the Property, and the Owner or Owners of said Apartments (being obligated so to do) have failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair has been given by the Board of Directors to such Owner or Owners. The Board of Directors shall levy a special assessment against the Condominium of such Owner or Owners for the cost of any such maintenance or repair; and

11. The Board of Directors shall have the exclusive right and power to contract for all goods, services and

insurance, payment for which is to be made from the Common Expense Fund provided, however, that the Board of Directors may delegate such authority to the Manager or such other persons or entities as the Board of Directors deems proper.

F. Additional Powers of the Board of Directors

The Board of Directors shall have the right to acquire, operate, lease, manage and otherwise trade and deal with such real and personal property (including Condominiums constituting part of the Property) as may be necessary or convenient to the operation and management of the Property, and to accomplish the purposes set forth in the Declaration and Covenants.

G. Meeting of the Board of Directors

Two (2) members of the Board of Directors shall constitute a quorum. If a quorum is present at any meeting of the Board of Directors, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall elect all of the officers of the Council of Owners, as set forth in Article IV of these By-Laws, at an annual meeting of the Board of Directors to be held immediately following the annual meeting of the Council of Owners.

H. Special Meetings

Special meetings of the Board of Directors may be called by the President or by any Board Member and may be held either within or without the State of Arizona.

I. Notice of Meetings

Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least ten (10) days before such special meeting, give notice thereof to all other members of the Board of Directors by any usual means of communication. Such notice need not specify the purpose for which the meeting is called, and, if an agenda is prepared for such special meeting, the meeting shall not be restricted to action on those items listed on the agenda.

J. Waiver of Notice

Any member of the Board of Directors may, at any time either before or after any meeting, in writing waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent for all purposes to the giving of notice of such meeting. Attendance by a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

K. Identity of Directors

Any member of the first Board of Directors shall be entitled to execute, acknowledge and record an affidavit

stating the names of all of the members of the Board of Directors. Thereafter, any person who is designated of record as being a member of the most recent Board of Directors (regardless of whether or not he shall be a member) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board of Directors, provided, that in the event of the disability or other incapacity of two (2) such members, Manager shall be entitled to execute the aforesaid affidavit. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive evidence thereof with respect to all persons who rely thereon in good faith.

M. Fiscal Year

The fiscal year shall be determined by the Board of Directors.

III. Meetings of the Council of Owners

The presence in person or by proxy of Owners of more than 10% of the Common Elements at any meeting of the Council of Owners in response to a notice to all Owners of record properly given in accordance with Article VI of the Covenants shall constitute a quorum. In the event that the total number of Owners present at any properly noticed meeting

do not own more than 10% of the Common Elements, the meeting may be adjourned for not less than twenty-four (24) hours nor more than seventy-two (72) hours, at which time it shall reconvene and any number of Owners present at such reconvened meeting shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Council of Owners upon the affirmative vote of 66 2/3% of the total voting power of the Owners present and voting.

A. Annual Meetings

There shall be an annual meeting of the Council of Owners upon the Common Elements on the first Friday of December of each year at 6:00 p.m., or at such other time (not more than forty-five [45] days before or after such date) or at such other convenient place in Tucson, Arizona, as may be designated in a written notice given by the Board of Directors to the Owners not less than fifteen (15) days prior to the date fixed for said meeting. Within ten (10) days prior to the annual meeting, the Board of Directors shall deliver to each Owner a budget for the forthcoming fiscal year, which budget shall itemize the estimated Common Expenses for such fiscal year and indicate the allocation thereof to each Owner. At or prior to the annual meeting, the Board of Directors shall present a statement of the Common Expenses and common profits, if any, for the preceding fiscal year. The statement shall

also itemize receipts and disbursements for the preceding fiscal year, together with the amounts thereof allocated to each Owner. Within ten (10) days after the annual meeting said statement shall be transmitted to all Owners not present at said meeting.

B. Special Meetings

Special meetings of the Council of Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, the Covenants or these By-Laws, require the approval or consent of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice signed by a majority of the Board of Directors, or by Owners having at least $33 \frac{1}{3}\%$ of the total voting power; such notice shall be transmitted not less than fifteen (15) days prior to the date fixed for the special meeting and shall specify the date, place and time of the meeting, and the matter or matters to be considered. Special meetings shall be held upon the Common Elements or at another convenient place in Tucson, Arizona.

C. Parliamentary Rules

When not in conflict with the Declaration or these By-Laws, Robert's Rules of Order (latest edition) shall govern the conduct of all meetings of the Council of Owners.

IV. Officers of Council

The officers of the Council of Owners shall be a Presi-

dent, Vice President, Secretary and Treasurer. The offices of Secretary and Treasurer may, by vote of the Council of Owners at any annual meeting, be combined as one office. No officer shall be required to be an Owner of a Condominium. The President must be a member of the Board of Directors. No officer shall receive compensation for serving as such. Officers shall be elected annually by, and may at any time be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subject to fidelity bond coverage in favor of the Council of Owners.

A. President

The President shall preside at all meetings of the Council of Owners and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees.

B. Vice President

The Vice President shall perform the duties of the President in the absence or inability of the President.

C. Secretary

The Secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Council of Owners and shall keep such books and records as may be necessary and appropriate for the records of the Council of Owners and its Board of Directors.

D. Treasurer

The Treasurer shall be responsible for the fiscal affairs of the Council of Owners, provided, however, that the Board of Directors may delegate the daily handling of receipts and payments to the Manager.

V. Maintenance, Repair and Replacement of Common Elements

It shall be the responsibility of the Board of Directors to determine questions relating to the maintenance, repair and replacement of all Common Elements. Except for the maintenance, repair and replacement of the Common Elements contemplated by the preceding sentence and Article III of the Covenants (relating to casualty damages), there shall be no structural alterations, capital additions to, or capital improvements of the Common Elements requiring expenditures aggregating in excess of \$2,000.00 in any fiscal year without thirty (30) days prior notice to all Owners and the approval of Owners holding 66 2/3% of the total voting power of Owners voting on the matter. Notwithstanding the provisions set forth in the immediately preceding sentence, the Manager shall have the power to make any structural alterations or capital additions to, or capital improvements of, the Common Elements as are necessary in the Manager's reasonable judgment to restore, preserve or maintain the integrity of the Common Elements in emergencies without giving the Owners notice and without obtaining approval of the Owners for such action provided, how-

ever, that the Board of Directors has approved such structural alterations or capital additions to, or capital improvements of, the Common Elements.

VI. Common Expenses

A. Assessments

1. Within thirty (30) days prior to each annual meeting of the Council of Owners, the Board of Directors shall estimate the net charges to be paid during the following year (including a reasonable provision for contingencies and replacements, less any expected income and any surplus from the prior year's operation) and shall compute the estimated cash requirement of the Regime for the following year. The estimated cash requirement shall be assessed to the Owners in accordance with the percentages of ownership of the Common Elements of each Owner computed as provided in the Declaration, any Exhibits attached thereto and any amendments thereof. Declarant will be liable for the amount of any assessment against occupied Apartments owned by Declarant. If said estimated cash requirement proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportions unless otherwise provided herein. Unless otherwise

provided herein, each Owner shall be obligated to pay assessments made pursuant to the provisions hereof to the Board of Directors in equal monthly installments on or before the first day of each month during the fiscal year with respect to which such assessments are made, or in such other reasonable manner as the Board of Directors may designate.

2. The monthly or other periodic installment payments made by Owners shall be kept in a separate account known as the Common Expense Fund, which may also include such amounts as the Board of Directors may deem proper for general working capital, for a general operating reserve, for a reserve fund for replacements and major maintenance and to pay any Common Expenses remaining unpaid for any prior year.

3. All funds collected hereunder shall be expended for the purposes designated in the Declaration and Covenants and these By-Laws.

4. The failure of the Board of Directors to fix the estimated cash requirement as provided herein for any fiscal year shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, the Covenants and these By-Laws or a release of the Owners from the obligation to pay the assessments, or any installment thereof, for that or any subsequent fiscal year. However, the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed. Amendments to this Paragraph A of this Article VI shall be effective only upon unanimous written consent of all Owners and their mortgagees. No Owner may exempt himself

from liability for his contribution towards the Common Expenses by a waiver of the use or enjoyment of any or all of the Common Elements or by abandonment of his Apartment.

5. The Manager or the Board of Directors shall keep detailed, accurate records of the receipts and expenditures affecting the Common Elements, which records shall specify and itemize the maintenance and repair expenses of the Common Elements and any other expenses incurred. Records and vouchers authorizing all expenditures shall be available for examination by Owners or their duly authorized representative at all reasonable times.

B. Default in Payment of Assessments

1. All monthly and special assessments shall be the separate, distinct, personal joint and several debt and obligation collectible as such, of the Owner or Owners against whom the same are assessed or who are liable for payment of the same, at the time the assessment is made or the payment obligation accrues. The Board of Directors shall have the right to impose a reasonable late charge for nonpayment of Common Expense assessments within fifteen (15) days of the date the assessments, or a portion thereof, are due. Suit to recover a money judgment for unpaid Common Expenses assessments may be maintained without foreclosing or waiving the lien securing the same. The amount of any regular or special assessment assessed to or payable by any Owner of

any Condominium, plus interest thereon at the highest legal rate permitted by Arizona law, and costs, including reasonable attorney's fees, shall become a lien upon such Condominium upon recordation by the Board of Directors of a notice of assessment. The said lien for nonpayment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

a. Tax and special improvement assessment liens on the Condominium in favor of any taxing authority, and,

b. All sums unpaid on a first Mortgage of record on the Condominium.

2. A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by any lien upon any Condominium created hereunder (a) shall be conclusive upon the Board of Directors and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and (b) shall be furnished to any Owner or any Mortgagee or prospective Mortgagee of a Condominium upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). In the event a certificate of indebtedness shall not be issued within ten (10) days after delivery to the Board of Directors of a written request therefor, all unpaid Common Expenses which became due prior to the date of the making of such request shall be subordinate to any lien

held by the person making the request but only to the extent such person had no actual knowledge of such unpaid Common Expenses. Any mortgagee holding a lien on a Condominium may pay any unpaid Common Expenses payable with respect to such Condominium.

3. Upon payment or other satisfaction of a delinquent assessment concerning which such a certificate has been so recorded, the Board of Directors shall cause to be recorded (in the same manner as the certificate of indebtedness) a further certificate stating the satisfaction and the release of the lien thereof. Any lien for nonpayment of assessment may be enforced by sale of the Condominium subject to such lien by the Board of Directors or by a bank, trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of the power of sale or foreclosure of deeds of trust or mortgages on real property or in any other manner permitted by law. In the event of any foreclosure or sale of a Condominium, the Owner thereof shall be required to pay all costs and expenses of such proceedings and reasonable attorney's fees.

4. During the pendency of any foreclosure proceedings, the Owner shall be required to pay a reasonable rental for the Condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect

such rental without regard to the value of any security therefor. The Board of Directors, or the Manager acting on its behalf, shall have the power to purchase any Condominium at any foreclosure or other sale and thereafter to hold, lease, mortgage and convey the Condominium.

VII. Abatement and Enjoinment of Violations by Apartment Owners

The violation of any Rules or Regulations adopted by the Board of Directors or the breach of any By-Law contained herein, or the breach of any provision of the Declaration or the Covenants, shall give to the Board the right, in addition to any other rights set forth in these By-Laws or in the Declaration and the Covenants:

A. To enter the Apartment in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board shall not by reason of such action be deemed guilty in any manner for trespass, forcible entry or forcible detainer; or

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, including, but not limited to, injunction proceedings, the continuance of any such breach.

VIII. Manager

Declarant or any Board of Directors may delegate any of their duties, powers or functions, including but not limited

to, the authority to give the certificates provided for in Article VI. B. hereof and the authority to give the subordination agreements provided for in Article VII of the Covenants, to any person or firm ("Manager") which shall act as Manager of the Golf Links East Condominiums provided that any such delegation shall be revocable upon notice by Declarant or the Board of Directors. Neither Declarant nor the individual members of the Board of Directors shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by Declarant or a majority of the Board of Directors.

IX. Special Committees

The Board of Directors may by resolution designate one (1) or more special committees, each committee to consist of at least two (2) Owners, and which committees, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be designated from time to time by the Board of Directors. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when requested. The members of such special committee or committees shall be appointed by the Board of Directors, which may also appoint additional Owners to fill vacancies on any of said special committees occasioned

by death, resignation, removal or inability to act for any extended period of time.

X. Rules and Regulations

The Board of Directors shall adopt and amend such rules, regulations, restrictions and requirements ("Rules and Regulations") governing the details of the operation, use and maintenance of Apartments and the Common Elements. Copies of such Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

XI. Audit

Any Owner may at any time at his own expense request an audit or inspection to be made of the books and records of the Manager or Board of Directors pertaining to the Property. The Board of Directors, as a Common Expense, shall obtain an annual financial report of all matters pertaining to the Property and furnish copies thereof to the Owners.

XII. Amendment

These By-Laws may be amended by an instrument in writing signed and acknowledged by the record Owners holding 66 2/3% of the total voting power, which amendment shall be effective upon the recordation thereof.

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XIII. Terms

The terms used herein shall have the same meanings as set forth in the Declaration and/or the Covenants.

XIV. Interpretation

The provisions of these By-Laws shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium property. The failure to seek enforcement of any provision hereof by any or all parties entitled to enforce the same shall not constitute a waiver of the right to enforce said provisions or any other provision hereof. These By-Laws shall be enforceable in the same manner, and to same extent, as the Covenants are enforceable.

XV. Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

XVI. Captions

The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

XVII. Effective Date

These By-Laws shall be effective from and after the date upon which they are recorded.

XVIII. Grammatical Matters

As used herein, all singular references shall include the plural, all plural references shall include the singular, all masculine references shall include the feminine and neuter, all feminine references shall include the masculine and neuter and all neuter references shall include the masculine and feminine.

XIX. Release of Declarant

Each Owner, by acquiring a Condominium, shall be deemed to have for all purposes released Declarant and any and all agents, representatives, officers and employees of Declarant from and against any and all duties, liabilities, obligations, claims, damages, suits, actions or proceedings arising from or relating or pertaining to the Property, any Condominium, any Apartment or the Regime except only (i) to the extent specifically provided to the contrary in any written document executed by Declarant other than the Declaration, the Covenants, these By-Laws or any Rules or Regulations and (ii) to the extent of Declarant's duties and responsibilities as an Owner.

XX. Conflicting Provisions

In the event any provisions of the Declaration, the Covenants and/or these By-Laws appear to be in conflict, such provisions shall consistently be interpreted in such a manner as to give effect to the general purposes and intention of each and all of said instruments, and no one such instrument shall be deemed to prevail ipso facto. In no event shall such conflict be resolved in such a manner as to fail to give effect to, or prohibit or preclude, the uses and limitation on uses of the Property as described herein and therein. It is Declarant's intention that, to the extent necessary to accomplish the purposes specified herein, all terms and provisions of these By-Laws shall constitute covenants, conditions, restrictions and agreements which run with the land for the use and benefit of the Real Property, and to the extent necessary to accomplish said purposes, shall constitute and be interpreted as equitable servitudes upon and with respect to, any part and all of the Real Property.

XXI. Confirmation By Lessor

Stewart Title and Trust of Tucson, an Arizona corporation, not in its individual corporate capacity, but only as Trustee of Trust #2005 ("Lessor") as the fee title holder and lessor of the Land, executes these By-Laws for the purpose of confirming its agreement to the establishment of the provisions hereof; however, under no circumstances whatsoever shall the execution of these Covenants by Lessor be interpreted or construed as establishing or creating any duties, obliga-

tions or liabilities upon it with respect to or as a result
of the establishment or continuance of the provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this instrument
this 36th day of February, 1980.

"DECLARANT"

GOVOSO CORP., an Arizona corporation.

By Abner L. Wilson
Title: Vice President

"LESSOR"

STEWART TITLE AND TRUST OF TUCSON, an
Arizona corporation, not in its
individual corporate capacity, but
only as Trustee of Trust #2005

By Stewart Title
Title: Trustee

STATE OF ARIZONA)
) SS:
COUNTY OF PIMA)

The foregoing By-Laws of Golf Links East Condominiums were subscribed and sworn to before me this 26th day of February, 1980, by Maurice R. Wilson as President of GOVUSO CORP., an Arizona corporation, on behalf of said corporation.

Patricia J. Kead
NOTARY PUBLIC

My Commission Expires:
3-15-80

STATE OF ARIZONA)
) SS:
COUNTY OF PIMA)

The foregoing By-Laws of Golf Links East Condominiums were subscribed and sworn to before me this 26th day of February, 1980, by Wanda J. ... as Trust Officer of STEWART TITLE AND TRUST OF TUCSON, AN ARIZONA CORPORATION, not in its individual corporate capacity, but only as Trustee of Trust #2005.

Patricia J. Kead
NOTARY PUBLIC

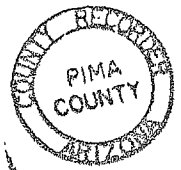
My Commission Expires:
3-15-80

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State of Arizona }
County of Pima } SS:
I do hereby certify that the instrument
above recorded is correct
CITY CLERK'S OFFICE
APR 24 1980 3 22 PM
Page 675-738
Witness my hand and Official Seal
Christina M. Lem
County



6265 PAGE 738