

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: EMV  
DEPUTY RECORDER  
1985 ESI



DOCKET: 13198  
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GOLF LINKS EAST HOA  
6635 E GOLF LINKS RD #17  
TUCSON AZ 85730  
ATTN CURTISS OTTEY

**AMENDMENT TO THE DECLARATION OF COVENANTS AND CONDITIONS AND RESTRICTIONS (CC & R's) and By-Laws OF GOLF LINKS EAST CONDOMINIUMS**

This Amendment to the CC & R's and By-Laws is made and executed this 9 day of December 2007, by the Officers of the Council of owners, Golf Links East Condominiums ("Declarant").

Refer to Docket Book 6265, commencing on page 676 for the horizontal property description of Golf Links East Condominiums, located in Pima County, Arizona and recorded in the Office of the County Recorder in Book 32 of Maps and Plats on page 46.

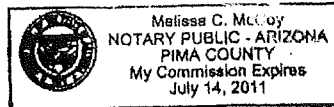
The current acting Officers of the Council of owners, of the Golf Links East Condominiums, has irrefutable proof that in the past, the proper procedures to amend the C C & R's and By Laws were not followed. Therefore the current acting Officers of the Council of owners, of the Golf Links East Condominiums, must declare the amendment to the CC & R's and By-Laws of Golf Links East Condominiums, recorded in the Pima County Recorders Office Docket Book 8060 Page 1822, is null and void. Since the previously mentioned Docket Book 8060 Page 1822 is now null and void, the original Docket Book 6265, page 715, Article II Paragraph "D" is again the governing CC & R's and By-Laws document, of Golf Links East Condominiums.

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

IN WITNESS WHEREOF, the President of the Officers of the Council of owners, Daniel Reubens, affixes his signature this 9 day of December 2007.

Daniel Reubens, President  
Council of Owners - Golf Links East  
Condominiums

STATE OF ARIZONA )  
                                  ) SS  
COUNTY OF PIMA )



Ofc The foregoing was acknowledged before me, a Notary Public, this day of December 2007 by Daniel Reubens.

July 14, 2011  
My commission Expires

Melissa C. McCoy  
Notary Public

11-1000 0000-0000

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

06/19/87  
11:10:00

NO. OF PAGES: 003  
SEQUENCE: 87103546 DOCKET: 08060 PAGE: 1787  
RECORDING TYPE: AMENDED RESTRICTION  
GRANTOR: GOLF LINKS EAST CODOMINIUMS  
GRANTEE: RESTRICTION

	3 PAGES	AT		\$	5.00
	CONVERSION FEE				3.00
	0 AFFIDAVIT	AT	2.00 EACH		.00
	0 COPIES	AT	1.00 EACH		.00
	1 POSTAGE	AT	1.00 EACH		1.00
	0 SEARCHES	AT	10.00 EACH		.00
	TOTAL				9.00
			AMOUNT PAID \$		9.00
		2013 REC2	AMOUNT DUE \$		.00

W  
GERALD HANDELMAN  
6615 E GOLF LINKS #16  
TUCSON AZ 85730

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THE ABOVE SPACE FOR RECORDERS USE ONLY  
TO BE RECORDED AS PART OF DOCUMENT

8060 1787

AMENDMENT TO THE DECLARATION OF COVENANTS AND CONDITIONS AND RESTRICTIONS  
(CC & R's) OF GOLF LINKS EAST CODOMINIUMS

This Amendment to the CC & R's is made and executed this 17 day of June 1987, by the Council of Owners, Golf Links East Condominiums ("Declarant").

Refer to Docket Book 6265, commencing on page 676 for the horizontal property description of Golf Links East Condominiums, located in Pima County, Arizona and recorded in the office of the County Recorder in Book 32 of Maps and Plats on page 46.

Amendment begins in Docket Book 6265, page 697, Article VIII. Certain obligations of owners. Paragraph A is amended to read as follows:

- A. EXCEPT FOR THOSE PORTIONS OF APARTMENTS which the Board of Directors is required to maintain and repair hereunder, each Owner shall, at his/her own expense, keep his apartment and its equipment, furniture, furnishings, and appurtenances in good order, condition and repair and in a clean, sanitary condition, and shall do all redecorating, painting and varnishing which may, at any time, be necessary to maintain the good appearance and condition of his/her apartment. In addition, to decorating and keeping the apartment in good repair, the Owner shall be responsible for the maintenance of any plumbing, fixtures, refrigerators, dishwashers, disposals or ranges, range hoods and fans, carpeting and other furniture, furnishings with his/her apartment.

AND Amendment continues in Docket Book 6265, page 698, Article IX. EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNERS. Paragraph A is amended to read as follows:

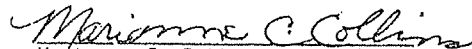
- A. An Owner shall not be deemed to own the undecorated and/or unfurnished interior surface of the perimeter walls, bearing walls, lowermost floors, uppermost ceilings, windows and window frames, doors and door frames and trim bounding his apartment. No owner shall be deemed to own the utilities running through his apartment which are utilized by or serve more than one apartment, except as a tenant in common with the other Owners.

8060 1788

AMENDMENT TO THE DECLARATION OF CC & R's  
OF GOLF LINKS EAST CONDOMINIUMS

Except as amended herein, all the other terms and conditions in the original CC & R's and as previously amended of Golf Links East Condominiums in unchanged.


IN WITNESS WHEREOF, the President of the Council of Owners, Marianne C. Collins, affixes her signature this 17 day of June 1987.

  
Marianne C. Collins, President  
Golf Links East Condominiums

STATE OF ARIZONA )  
                          ) ss  
COUNTY OF PIMA )

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

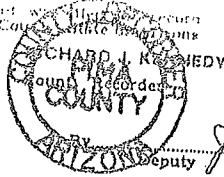
\_\_\_\_\_  
My Commission Expires

  
Notary Public

8060 1789

COUNTY OF PIMA  
Witness my hand and Official Seal.

Instrument No. 7698  
in Pima County, Arizona



Book 7698 Page 441  
Date: JAN 10 '86 8:00 AM  
Request of: STEWART TITLE & Trust Co.

Indexed	Paged	Blotted

FORM 4-18

Fees:

5.00

WHEN RECORDED MAIL TO:  
Stewart Title & Trust  
3777 E. Broadway  
Tucson, Arizona 85716  
ATTN: TRUST/ps AMENOMENT TO THE DECLARATION

DECLARATION RECORDED

OF  
COVENANTS AND CONDITIONS AND RESTRICTIONS OF  
GOLF LINKS EAST CONDOMINIUMS

This Amendment to the Declaration of Covenants,  
Conditions and Restrictions ("Declaration") is made and executed  
this 7th day of January, 1986, by STEWART TITLE  
AND TRUST OF TUCSON, an Arizona corporation, not in its individual  
corporate capacity, but only as Trustee under Trust No. 3015,  
for itself and its successors, successors in interest, and assigns,  
entitled ("Declarant").

WITNESSETH:

WHEREAS, the Declarant is now the owner of all that  
Property located in Pima County, Arizona, legally described  
on EXHIBIT "A" attached hereto, together with all buildings  
or improvements now or hereafter located or placed upon the  
said land, and which is is subject to a horizontal property  
regime ("Regime") pursuant to that certain Declaration of Horizontal  
Property Regime of Golf Links East Condominiums which was recorded  
in the Office of the County Recorder of Pima County, Arizona,  
in Docket Book 6265, commencing at Page 676 thereof, and subdivided  
pursuant to that certain plat ("Plat") entitled "Condominium  
Plat of Golf Links East Condominiums, Units 1 thru 48", which  
was recorded in the Office of the County Recorder of Pima County,  
Arizona, in Book 32 of Maps and Plats at Page 46 thereof; and,

WHEREAS, Declarant desires and intends by recording

LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1403 HOME FEDERAL SAVINGS TOWER  
32 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 627-7443

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LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1400 HOME FEDERAL SAVINGS TOWER  
32 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 522-7493

1 this Amendment to change the Declarations of Covenants, Conditions  
2 and Restrictions recorded in the Office of the County Recorder  
3 of Pima County, Arizona, in Docket Book 6265, commencing at  
4 Page 685,

5 NOW, THEREFORE, STEWART TITLE & TRUST OF TUCSON, as  
6 Trustee under Trust No. 3815, does hereby publish and declare  
7 an Amendment to the original Declarations as follows:

8 There is added to Page 2, after the last paragraph,  
9 additional paragraphs to read as follows:

10 It is the intention of the Declarant that the condominium  
11 project be phased into three separate phases, which are as follows:

12 PHASE ONE: Units 17 thru 32.

13 PHASE TWO: Units 1 thru 16.

14 PHASE THREE: Units 33 thru 48.

15 'For the purpose of these Declarations there is deleted  
16 at the present time PHASE TWO and PHASE THREE consisting of  
17 Units 1 thru 16 and Units 33 thru 48. The Declarations at the  
18 present time shall only apply to Phase One, namely Units 17  
19 thru 32.

20 Each phase shall become irrevocably committed to the  
21 Horizontal Property Regime on the date (the "Commitment Date")  
22 on which the first Unit within each phase is conveyed to a Purchase;  
23 provided, however, that no conveyance of a Unit by the Declarant  
24 to a grantee in connection with an assignment of the Declarant's  
25 rights under the Declaration shall cause the phase in which  
such Unit is located to be irrevocably committed to the Horizontal

LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1403 HOME FEDERAL SAVINGS TOWER  
32 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 625-7403

1 Property Regime. The Declarant shall have the right to amend  
2 this Declaration of Annexation to change the description of  
3 the phases within the Annexed Property; provided, however,  
4 that the Declarant may not change any phase which has already  
5 been irrevocably committed to the Horizontal Property Regime  
6 in accordance with the provisions of this Paragraph.

7 At any time prior to the date which is three years  
8 (3) after the recording of this Amended Declaration, the Declarant  
9 may withdraw any part of the Annexed Property from the Horizontal  
10 Property Regime which has not been irrevocably committed to  
11 the Horizontal Property Regime under the prior Paragraph of  
12 this Amended Declaration. The withdrawal of any portion of  
13 the Annexed Property shall be accomplished by the recording  
14 with the County Recorder of Pima County, Arizona, of a Declaration  
15 of Withdrawal describing the portion of the Annexed Property  
16 being withdrawn. Upon the recording of the Declaration of  
17 Withdrawal, the portion of the Annexed Property described in  
18 the Declaration of Withdrawal shall no longer be part of the  
19 Horizontal Property Regime or subject to this Amended Declaration.

20 Upon the commitment date of each phase within the  
21 annexed property, the fractional interest of each Unit in the  
22 general common elements shall be adjusted so that the fractional  
23 interest of each Unit shall be the fractional numerator of which  
24 shall be one (1) and the denominator of which shall be the total  
25 number of units which have been then irrevocably committed to  
the horizontal property regime.

LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1403 HOME FEDERAL SWINGS TOWER  
32 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 622-7483

1 Ownership of a Unit within the annexed property shall  
2 entitle the owner of such Unit to the exclusive use of the following  
3 portions of the common general elements which areas shall be  
4 restricted. Common elements in accordance with Section IX (A)  
5 of the Declarations.

6 A. The patio entrance or patio and entrance designated  
7 on the floor plan on the plat with the same letter designated  
8 as Unit which is designed for the exclusive use of one Unit;

9 B. The covered parking space designated on the plat  
10 by the letters "PS" followed by the same number designation  
11 as the Unit.

12 C. Any parking space assigned to the exclusive use  
13 of the Unit by the Board pursuant to its authority.

14 In accordance with the Declarations, the annual assessment  
15 for all Units within the annexable property shall not commence  
16 until the first day of the first month following the month in  
17 which the phase of the annexable property within which such  
18 Unit is located, is irrevocably committed to the Horizontal  
19 Property Regime in accordance with the preceding paragraphs  
20 of this Declaration of Annexation and no annual special or  
21 supplemental assessments may be levied against any such Unit  
22 until such time.

23 IN WITNESS WHEREOF, the undersigned has executed this  
24 Amendment to the Declaration on the day and year first above  
25 written.



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STEWART TITLE & TRUST OF TUCSON  
an Arizona corporation, not in  
its individual corporate capacity,  
but only as Trustee under Trust  
No. 3015

By: *Pat Spaulding*  
Assistant Trust Officer

STATE OF ARIZONA     )  
                                  )    ss  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me  
this 7th day of January, 1986, by Pat Spaulding  
as Assistant, & Trust Officer for

STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, not  
in its individual corporate capacity, but only as Trustee under  
Trust No. 3015.

*Donna J. Triguerra*  
NOTARY PUBLIC

My Commission expires:

1-8-7-88  
PUBLIC  
COUNTY

LAW OFFICES  
GOLDBAUM, GOETZ & SIFE  
1403 HOME FEDERAL SAVINGS TOWER  
32 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
1803 522-7483

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, State of Arizona



No. 119610  
Book 7631 Page 654-658  
Date OCT-2-85-8:00 AM  
Request of: STEWART TITLE & TRUST OF TUCSON  
5.00

Indexed	Paged	Blotted

Form 4-10

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 DECLARATION  
OF  
COVENANTS AND CONDITIONS AND RESTRICTIONS OF  
GOLF LINKS EAST CONDOMINIUMS

This Amendment to the Declaration of Covenants, Conditions  
and Restrictions ("Declaration") is made and executed this 1st  
day of October, 1985, by STEWART TITLE & TRUST OF TUCSON,  
an Arizona corporation, not in its individual corporate capacity,  
but only as Trustee under Trust No. 3015, for itself and its  
successors, successors in interest, and assigns, entitled  
("Declarant").

WITNESSETH:

WHEREAS, the Declarant is now the owner of all that  
property located in Pima County, Arizona, legally described  
on EXHIBIT "A" attached hereto, together with all buildings  
or improvements now or hereafter located or placed upon the  
land, and which is subjected to a horizontal property regime  
("Regime") pursuant to that certain Declaration of Horizontal  
Property Regime of Golf Links East Condominiums which was recorded  
in the Office of the County Recorder of Pima County, Arizona,  
in Book 6265, commencing at Page 676 thereof, and subdivided  
pursuant to that certain plat ("Plat") entitled "Condominium  
Plat Golf Links East Condominiums, Units 1 thru 48", which  
was recorded in the Office of the County Recorder of Pima County,  
Arizona, in Book 32 of Maps and Plats at Page 46 thereof; and,

WHEREAS, Declarant desires and intends by recording

LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1425 HOME FEDERAL SAVINGS TOWER  
25 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 627-7400

LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1403 PHONE FEDERAL SQUARES TOWER  
22 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 922-7483

1 this Amendment to change the Declarations of Covenants, Conditions  
2 and Restrictions recorded in the Office of the County Recorder  
3 of Pima County, Arizona, in Docket Book 6265, commencing at  
4 Page 685,

5 NOW, THEREFORE, STEWART TITLE & TRUST OF TUCSON, as  
6 Trustee under Trust No. 3015, does hereby publish and declare  
7 an Amendment to the original Declarations as follows:

8 ARTICLE V., VOTING, Page 9 of the original Declarations  
9 is amended to read as follows:

10 V. Voting

11 Section 1. At any meeting of the Council of Owners,  
12 each Owner shall be entitled to a number of votes corresponding  
13 to the percentage interest in the Common Elements of the Apartment  
14 or Apartments owned by such Owner. In the event there are more  
15 than one record owner of any Apartment or Apartments, all of  
16 the Owners of each such Apartment shall designate a voting  
17 representative (herein called the "Voting Owner") of such Owners  
18 of said Apartment by a written designation filed with the Board  
19 of Directors. Said Voting Owner shall be entitled to vote for  
20 the Apartment which he represents until all Owners of such Apartment  
21 have filed with the Board of Directors a written designation,  
22 naming another representative as the Voting Owner for such Apartment.  
23 In the event of a sale, transfer or other conveyance  
24 of an Apartment for which a Voting Owner has been designated,  
25 or upon the death or judicial determination of the incompetence  
of a Voting Owner, a new Voting Owner for such Apartment shall,

LAW OFFICES  
GOLDBAUM, GOETZ & SIPE  
1403 HOPE FEDERAL SAVINGS TOWER  
37 NORTH STONE AVENUE  
TUCSON, ARIZONA 85701  
(602) 622-7443

1 if required, be designated as herein established provided, however,  
2 that until the Board of Directors is advised of such sale, transfer  
3 or other conveyance, or death or judicial declaration of  
4 incompetence, the existing designation of a Voting Owner shall  
5 be binding for voting purposes. In the event that all of the  
6 Owners of an Apartment fail to designate a Voting Owner, the  
7 Owners of such Apartment shall not be entitled to any vote with  
8 respect to such Apartment until such time as a Voting Owner  
9 is designated as provided in this Article V. All Owners, including  
10 Voting Owners, may cast their ballots in person or by proxy.  
11 Proxies must be filed in writing with the Board of Directors  
12 before the appointed time of each meeting for which the proxy  
13 is given. In the event an Owner, including a Voting Owner,  
14 is present at the meeting, his proxy shall not be effective.  
15 A proxy shall be effective only for the period of time stated  
16 therein, but in no event longer than six (6) years, and if the  
17 time of effectiveness of any proxy is not set forth therein,  
18 the proxy shall be effective until revoked in writing by the  
19 Owner who granted the proxy. STEWART TITLE & TRUST OF TUCSON,  
20 in its capacity as Trustee under Trust No. 3015 shall be entitled  
21 to vote as an Owner with respect to any Apartment owned by it.

22 Section 2. Each Owner hereby designates and appoints  
23 Declarant to exercise the Owners' Voting Rights pursuant to  
24 the limitations hereof:  
25

LAW OFFICES  
GOLDBLUM, GOETZ & SIFE  
1403 HOVAE FEDERAL SERVICES TOWER  
20 NORTH STROBE AVENUE  
TUCSON, ARIZONA 85701  
(520) 627-7400

1           A. This Voting Right shall continue until thirty-six  
2 (36) of the Apartment Units have been sold and occupied, or  
3 until October 1, 1988, whichever shall first occur.

4           B. The Trustee shall have the power to terminate  
5 the Trust any time prior to the sale and occupancy of the thirty-six  
6 (36) Apartment Units, or prior to October 1, 1988. When the  
7 Trust is terminated, either at the discretion of the Trustee  
8 or in accordance with this Article, the members shall proceed  
9 according to these conditions and to the By-Laws of the Association.

10           Except as Amended and modified herein, all the other  
11 terms and conditions as set forth in the original Declarations  
12 of Covenants. Conditions and Restrictions of Golf Links East  
13 Condominiums shall remain the same.

14           IN WITNESS WHEREOF, STEWART TITLE & TRUST OF TUCSON,  
15 an Arizona corporation, not in its individual corporate capacity,  
16 but only as Trustee under Trust No. 3015, has executed this  
17 instrument this 1<sup>st</sup> day of October, 1985.

18           STEWART TITLE & TRUST OF TUCSON  
19 an Arizona corporation, not in its  
20 individual corporate capacity, but  
21 only as Trustee under Trust No. 3015

22           By *Pat D. [Signature]*  
23           Assistant Trust Officer



*Golf Links East Condos*

C12-79-47

DECLARATION OF HORIZONTAL PROPERTY REGIME OF  
GOLF LINKS EAST CONDOMINIUMS

GOVOSO CORP., an Arizona corporation ("Declarant"), being the only lessee of that certain land ("Land") lying and situate in Pima County, Arizona, legally described on Exhibit "A" attached hereto and by this reference made a part hereof, does hereby submit all of the lessee's rights, title and interests in (i) the Land, and (ii) Buildings (as defined in Section 33-551, Arizona Revised Statutes) which are or are to be located upon the Land, to a horizontal property regime ("Regime") established pursuant to Title 33, Chapter 4.1, Article 1, Arizona Revised Statutes and does hereby establish such Regime for all of the lessee's rights, title and interests in said Land, said Buildings and all other improvements now or hereafter located or placed upon said Land, pursuant to the laws of the State of Arizona.

Said Regime is and shall be known as GOLF LINKS EAST CONDOMINIUMS.

This Declaration is made pursuant to and in accordance with Title 33, Chapter 4.1, Article 1, Arizona Revised Statutes. The definitions of words and phrases set forth in Section 33-551, Arizona Revised Statutes, shall apply to this Declaration, except that the word "Owner" as used herein shall have the same meaning as the word "Co-owner" as defined

in said Statute, and except that the word "Unit" as used herein is used interchangeably with, and shall have the same meaning as, the word "Apartment" as defined in said Statute.

Simultaneously herewith, Declarant has caused to be filed for record with the Recorder of Pima County, Arizona, a certain instrument entitled "Condominium Plat of Golf Links East Condominiums, Units 1 thru 48 in Book 32 Maps and Plats at Page 46" (hereinafter called "Plat").

By the Plat, the following are depicted:

1. The Land, which is described on Exhibit "A" attached hereto, with respect to which all of Declarant's rights, title and interests therein are hereby subjected to the Regime.
2. The location of the Buildings containing Apartments now located and/or to be hereafter located on the land.
3. A description of the cubic content space of the Buildings now located and/or to be hereafter located on the land containing Apartments which constitute a part of the Regime.
4. The location of the Apartments now located and/or to be hereafter located on the land.
5. A description of the cubic content space of each Apartment located and/or to be hereafter located within the Buildings located and/or to be hereafter located on the land.

The General Common Elements consist of the following:

All of the Declarant's rights, title and interests, as lessee, in and to the Land described on Exhibit "A" attached hereto and in



and to all portions of all improvements located and/or to be hereafter located thereon not contained within an Apartment, including, but not limited to, roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders, to the undecorated and/or unfinished interior surfaces thereof (regardless of location), hallways, lobbies, stairways, walkways, gardens, patios, recreational areas, facilities, parking areas, stalls, carports and garages and storage areas which now or hereafter exist on the land, all installations of power, lights, gas, hot and cold water, wells, pumps, reservoirs and other water service facilities, existing for common use, all sewers and sewer facilities from the point of connection of the same to any public sewers to the point where such facilities reach the undecorated and/or unfinished interior surfaces of all Apartments and all private utilities and private drives, driveways and thoroughfares.

There are no Limited Common Elements.

The percentage interest which each Apartment bears to the entire Regime is set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

The percentage interest in the General Common Elements for each Apartment is hereby declared to be appurtenant to each of the separate Apartments. Any conveyance, encumbrance, lien, alienation or devise of any Apartment in the Regime by any instrument that describes the Real Property or the Regime and such Apartment shall also convey, encumber, alienate, devise or be a lien upon the percentage interest appurtenant to each such Apartment in and to the General Common Elements whether such General Common Elements are described as set forth in this Declaration or by general reference only.

Each individual Apartment in the Regime and the interests in the General Common Elements appurtenant thereto shall be vested as and shall be as completely and freely alienable as any separate parcel of real property is or may be under the laws of the State of Arizona except as limited by the provisions of Title 33, Chapter 4.1, Article 1, Arizona Revised Statutes provided, however, that the use of such Apartment and General Common Elements may be restricted as set forth in that certain Declaration of Covenants, Conditions and Restrictions ("Covenants") pertaining to the Regime recorded contemporaneously herewith; however, the ownership, use and occupancy

of Apartments and the General Common Elements are restricted as set forth in the Covenants and in the lease ("Lease") pursuant to which Declarant acquired the lessee's rights, title and interests in the Land, a copy of which Lease was recorded in the Office of the County Recorder of Pima County, Arizona, on April 23, 1980, in Book 6264, commencing at Page 656 thereof. All Owners of Apartments in the Regime shall automatically, upon becoming an Owner of an Apartment, be a member of the Council of Owners of Golf Links East Condominiums, ("Council of Owners"), which shall adopt By-Laws, Rules and Regulations ("By-Laws") which make provisions for maintenance and safety of the General Common Elements, the assessment of expenses, payment of losses, division of profits (if any), disposition of hazard insurance proceeds and similar matters. Said By-Laws, as amended from time to time, shall be reduced to writing and shall be available to every Owner of any interest in the Regime, and every Owner shall be bound by the provisions of said By-Laws.

Except as otherwise provided herein no amendment to this Declaration shall be effective unless executed by or on behalf of all Owners of record as of the date of recordation of such amendment.

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 this Declaration for the purpose of confirming its agreement to the establishment of the Regime; however, under no circumstances whatsoever shall the execution of this Declaration by Lessor be interpreted or construed as establishing or creating any duties, obligations or liabilities upon it with respect to or as a result of the establishment or continuance of the Regime.

IN WITNESS WHEREOF, Declarant has executed this instrument this 24<sup>th</sup> day of February, 1980.

"DECLARANT"

GOVOSO CORP., an Arizona corporation,

By Maurice A. 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 [Signature]  
Title: Trust Officer

EXHIBIT "A"

TO

DECLARATION OF HORIZONTAL PROPERTY REGIME OF  
GOLF LINKS EAST CONDOMINIUMS

\* \* \* \* \*

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.


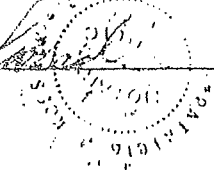
\* \* \* \* \*

EXHIBIT "B"

<u>APARTMENT NUMBER</u>	<u>PERCENTAGE INTEREST IN GENERAL COMMON ELEMENTS</u>
1	1/48
2	1/48
3	1/48
4	1/48
5	1/48
6	1/48
7	1/48
8	1/48
9	1/48
10	1/48
11	1/48
12	1/48
13	1/48
14	1/48
15	1/48
16	1/48
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34	1/48
35	1/48
36	1/48
37	1/48
38	1/48
39	1/48
40	1/48
41	1/48
42	1/48
43	1/48
44	1/48
45	1/48
46	1/48
47	1/48
48	1/48

STATE OF ARIZONA )  
 : SS:  
COUNTY OF PIMA )

The foregoing Declaration of Horizontal Property Regime of Golf Links East Condominiums was subscribed and sworn to before me this 30<sup>th</sup> day of February, 1980, by Wanda as Secretary of GOVOSO CORP., an Arizona corporation, on behalf of said corporation.


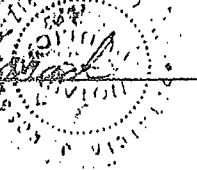
  
NOTARY PUBLIC  


My Commission Expires:

3-15-80

STATE OF ARIZONA )  
 : SS:  
COUNTY OF PIMA )

The foregoing Declaration of Horizontal Property Regime of Golf Links East Condominiums was subscribed and sworn to before me this 27<sup>th</sup> day of February, 1980, by Wanda as Trust Officer of STEWART TITLE AND TRUST CO. OF TUCSON, an Arizona corporation, not in its individual corporate capacity, but only as Trustee of Trust #2005.

  
NOTARY PUBLIC  


My Commission Expires:

3-15-80

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
GOLF LINKS EAST CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions ("Declaration"), is made and executed this 7<sup>th</sup> day of FEBRUARY 1980, by GOVOSO CORP., an Arizona corporation, ("Declarant"), for itself and its successors, successors in interest and assigns.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all of that property ("Property") consisting of all of the lessee's rights, title and interests in and to that certain land ("Land") located in Pima County, Arizona, legally described on Exhibit "A" attached hereto and by this reference made a part hereof, together with all Buildings and other improvements now or hereafter located or placed upon the Land, which Property has contemporaneously herewith been: (i) subjected to a horizontal property regime ("Regime") pursuant to that certain Declaration of Horizontal Property Regime of Golf Links East Condominiums which was recorded in the Office of the County Recorder of Pima County, Arizona, in Book 6265 commencing at Page 676 thereof, and (ii) subdivided pursuant to that certain plat ("Plat") entitled "Condominium Plat of Golf Links East Condominiums, Units 1 thru 41" which was recorded in the Office of the County Recorder of Pima County, Arizona, in Book 92 of Maps and Plats at Page 46 thereof; and

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WHEREAS, Declarant desires and intends by recording this Declaration to impose upon the Property mutually beneficial covenants, conditions and restrictions establishing a general plan for the use, enjoyment and improvement of the Property and subject to which covenants, conditions and restrictions, Declarant will sell and convey interests in the Property to various purchasers;

NOW, THEREFORE, Declarant does hereby publish and declare that all of the Property subject to the Regime and the Plat hereinabove referred to is now and shall hereafter be held, owned, transferred, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property, hereinafter more specifically set forth, all of which shall be deemed to run with the land and shall be a burden and a benefit of Declarant and its successors, successors in interest and assigns and their respective heirs, beneficiaries, personal representatives, grantees, successors, successors in interest and assigns, and any and all persons acquiring or owning an interest in the Property and their heirs, beneficiaries, personal representatives, grantees, successors, successors in interest and assigns.

I. Definitions

The definitions of words and phrases set forth in Section 33-551, Arizona Revised Statutes, shall be deemed to apply to this Declaration, except that the word "Owner" as used herein shall have the same meaning as the word "Co-Owner" as defined in said Statute, and except that the word "Unit" as used herein is used interchangeably with, and shall have the same meaning as, the word "Apartment" as defined in said Statute. Terms defined in the Declaration shall have the same meaning when used in these Covenants. Other definitions are:

- (a) "Board of Directors" shall mean the governing body of the Council of Owners.
- (b) "Common Expenses" shall mean and include:
  - 1. All sums assessed against the Owners by the Council of Owners;
  - 2. Expenses of administration, maintenance, repair or replacement of the Common Elements;
  - 3. Expenses designated as Common Expenses by the Council of Owners;
  - 4. Expenses declared Common Expenses by the provisions of Title 33, Chapter 4.1, Article 1, Arizona Revised Statutes (the "Condominium Act"), as the same may be hereafter amended, or by this Declaration

or any By-Laws of the Council of Owners  
from time to time in effect.

- (c) "Common Expense Fund" shall mean the separate account to be kept by the Board of Directors for the purpose of payment of Common Expenses.
- (d) "Condominium" shall mean the entire estate owned by any Owner, which shall include:
  - 1. Ownership of an interest in an individual Apartment, and
  - 2. Ownership of a percentage interest in the Common Elements.
- (e) "Mortgage" shall mean a real property mortgage, deed of trust, deed of trust and assignment of rents, contract for sale of real estate, and any other transfer of an interest in real property made only as security for performance of another act.
- (f) "Mortgagee" shall mean a mortgagee under a real property mortgage, beneficiary under or holder of a deed of trust or deed of trust and assignment of rents, vendor under a contract for sale of real estate, and any transferee of an interest in real property conveyed only as security for performance of another act.

II. Statement of Purposes, Uses and Restrictions

The Apartments and Common Elements shall be occupied and used as follows:

- A. An Owner shall not occupy, use or utilize his Apartment, or permit or suffer his Apartment or any part thereof to be occupied or used, for any purpose other than a dwelling, provided, however, that an Owner shall be entitled to lease or rent his Apartment to a third party for use as a dwelling.
- B. There shall be no obstructions of the Common Elements. Except in designated storage areas, nothing shall be stored in, on or about the Common Elements without the prior written consent of the Board of Directors.
- C. Nothing shall be done or kept in any Apartment or in, on or about the Common Elements which will increase the then existing rate of insurance on the Common Elements without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Apartment or in, on or about the Common Elements which will result in the cancellation of insurance on any Apartment or any part of the Common Elements, or which would be in violation of any law. No waste of the Common Elements shall be committed or suffered.

- D. No sign of any kind shall be displayed to the public view from any Apartment or from the Common Elements except with the prior written consent of the Board of Directors.
- E. The Board of Directors shall adopt reasonable rules and regulations, permitting animals to be kept upon the Property.
- F. No noxious or offensive activity shall be carried on in any Apartment in, on or about the Common Elements, nor shall anything be done therein, thereon or thereabout which may be or become an annoyance or nuisance to Owners or other occupants of Apartments.
- G. Nothing shall be altered or constructed in, on or about or removed from the Common Elements, except upon the prior written consent of the Board of Directors.
- H. There shall be no violation of rules and regulations for the use of the Common Elements adopted by the Board of Directors and furnished in writing to the Owners, which rules and regulations the Board of Directors are hereby authorized to adopt.

- I. None of the Owners' right and obligations created or established herein or by any deed or other instrument conveying any Condominium, shall be altered in any way by encroachments caused by the settling or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as the same shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner or Owners if said encroachment occurred as an intended result of the willful conduct or act of said Owner or Owners.
- J. Except as otherwise specifically set forth herein and in any By-Laws, the Council of Owners, acting through the Board of Directors where appropriate, shall bear the responsibility for the maintenance, safety and control of the Common Elements including, without limitation, private utilities and private drives, driveways and thoroughfares, and shall be liable for all acts or omissions which may occur in connection therewith.
- K. The Board of Directors may from time to time include in any rules and regulations adopted for

the use of the Common Elements provisions restricting the use patios, entry areas or other similar areas adjacent to Apartments and, in addition, parking spaces, provided such provisions are reasonable, uniformly applied to all Owners and non-discriminatory.

III. Damage or Destruction; Sale

A. In the event that any Buildings and/or other improvements constituting portions of the Property are damaged or destroyed by fire or other casualty or disaster, such Buildings and/or other Improvements shall be promptly repaired, restored or reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction, with each repaired, restored or reconstructed Building and/or other improvement, and all Units contained therein, having the same vertical and horizontal boundaries. Such repairs, restoration or reconstruction shall be paid for out of any insurance proceeds which are paid on account of the occurrence of such damage or destruction. In the event such insurance proceeds are not sufficient to fully pay for such repairs, restoration or reconstruction, any deficiency shall be assessed as a Common Expense.

B. Notwithstanding all other provisions of this Declaration, the Owners may elect to sell or otherwise dispose of the Property

by an affirmative vote of 100% of the total voting power of the Council of Owners. Such vote shall be made only at a meeting of the Council of Owners duly called for such purpose and shall be binding upon all Owners. Every Owner shall be obligated to execute and deliver any and all instruments and to perform all acts in such manner and form as may be necessary to effect a sale or other disposition of the Property pursuant to this paragraph B of this Article III.

IV. By-Laws

Contemporaneously herewith, Declarant has established By-Laws for the Regime, which By-Laws shall be amendable by an instrument in writing signed and acknowledged by Owners holding 66 2/3% of the total voting power of the Council of Owners. The By-Laws, and any amendments thereto, shall be recorded in the Office of the County Recorder of Pima County, Arizona.

V. Voting

At any meeting of the Council of Owners, each Owner shall be entitled to a number of votes corresponding to the percentage interest in the Common Elements of the Apartment or Apartments owned by such Owner. In the event there are more than one record Owner of any Apartment or Apartments all of the Owners of each such Apartment shall designate a voting representative (herein called the "Voting Owner") of such Owners of said Apartment by a written designation filed with the Board of Directors.



Said Voting Owner shall be entitled to vote for the Apartment which he represents until all Owners of such Apartment have filed with the Board of Directors a written designation, naming another representative as the Voting Owner for such Apartment. In the event of a sale, transfer or other conveyance of an Apartment for which a Voting Owner has been designated, or upon the death or judicial determination of the incompetence of a Voting Owner, a new Voting Owner for such Apartment shall, if required, be designated as herein established provided, however, that until the Board of Directors is advised of such sale, transfer or other conveyance, or death or judicial declaration of incompetence, the existing designation of a Voting Owner shall be binding for voting purposes. In the event that all of the Owners of an Apartment fail to designate a Voting Owner, the Owners of such Apartment shall not be entitled to any vote with respect to such Apartment until such time as a Voting Owner is designated as provided in this Article V. All Owners, including Voting Owners, may cast their ballots in person or by proxy. Proxies must be filed in writing with the Board of Directors before the appointed time of each meeting for which the proxy is given. In the event an Owner, including a Voting Owner, is present at the meeting, his proxy shall not be effective. A proxy shall be effective only for the period of time stated therein.

but in no event longer than six (6) years, and if the time of effectiveness of any proxy is not set forth therein, the proxy shall be effective until revoked in writing by the Owner who granted the proxy. Declarant shall be entitled to vote as an Owner with respect to any Apartment owned by it.

VI. Notices

All notices permitted or required to be delivered as provided herein shall be in writing and shall be delivered either personally or by mail. If notice is delivered by mail from within the United States, it shall be effective seventy-two (72) hours after it has been deposited with the United States Postal Service in a sealed wrapper, first-class postage prepaid, addressed to each such person to whom the notice is directed at the address given by such persons in writing to the Board of Directors for the purpose of service of such notice or to the Apartment of such person if no address has been given to the Board of Directors. Such address may be changed from time to time by notice in writing to the Board of Directors. All notices mailed from outside the United States shall be effective only upon receipt. All notices mailed to the Board of Directors shall be by prepaid first-class certified or registered mail with return receipt requested.

VII. Mortgage Protection

Notwithstanding all other provisions hereof:

- A. Any lien created upon any Condominium pursuant to the provisions of this Declaration shall be

subject to, and shall not affect the rights of the Mortgagee under, any recorded first Mortgage (meaning a Mortgage with priority over any and all other Mortgages) upon such Condominium, which first Mortgage is made in good faith and for value, provided, however, that after the foreclosure of any such first Mortgage there may be a lien created on the interest of the purchaser at any foreclosure sale or similar sale to secure payment of all Common Expenses and/or assessments, whether regular or special, payable or assessed pursuant to the provisions of this Declaration or such By-Laws as may be in effect from time to time with respect to periods of time after the date of such foreclosure or similar sale;

- B. No amendment to this Article VII shall affect the rights of the Mortgagee under any such first Mortgage which is recorded prior to the recordation of such amendment if the Mortgagee under such first Mortgage does not join in the execution of such amendment.
- C. Notwithstanding the limitations set forth in paragraphs A and B of this Article VII, the terms and provisions of said paragraph A shall inure to

6265 REC 696

the benefit of Declarant with regard to any Mortgage upon a Condominium under which Declarant is the Mortgagee.

- D. By subordination agreement executed by a majority of the Board of Directors, the provisions of paragraphs A and B of this Article VII may be extended to Mortgages and Mortgagees not otherwise entitled thereto.

VIII. Certain Obligations of Owners

A. Except for those portions of Apartments which the Board of Directors are required to maintain and repair hereunder, each Owner shall, at his own expense, keep his Apartment and its equipment, furniture, furnishings and appurtenances in good order, condition and repair and in a clean sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Apartment. In addition to decorating and keeping the Apartment in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, refrigerators, dishwashers, disposals or ranges, range hoods and fans, carpeting and other furniture, furnishings and appliances that may be in or used in connection with his Apartment.

B. The Board of Directors shall not be responsible to any Owner for loss or damage by theft or otherwise of articles

which may be stored by an Owner in his Apartment or in, on or about the Common Elements.

C. Each Owner shall promptly discharge any lien (other than a Mortgage lien) which may hereafter be filed against his Condominium.

IX. Exclusive Ownership and Possession by Owners

A. The percentage interests in the Common Elements shall not be separated from the Apartments to which they appertain and shall be deemed to be sold, transferred, conveyed, encumbered or released from liens with each such Apartment, even though such interest is not expressly mentioned or described in the instruments evidencing or effectuating such sale, transfer, conveyance, encumbrance or release. Except as expressly set forth herein, each Owner may use the Common Elements in accordance with the purposes for which they are intended, so long as he does not hinder or encroach upon any lawful rights of other Owners.

B. An Owner shall not be deemed to own the undecorated and/or unfinished interior surfaces of the perimeter walls, bearing walls, lowermost floors, uppermost ceilings, windows and window frames, doors and door frames and trim bounding his Apartment. No Owner shall be deemed to own the utilities running through his Apartment which are utilized by or serve more than one Apartment, except as a tenant in common with the other Owners. However, an Owner shall be deemed to own the decorated

and/or finished interior surface of the perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames and trim bounding his Apartment and shall have the obligations set forth herein with respect thereto.

C. The Board of Directors shall designate one (1) parking space and at least one (1) storage area located upon and within the Common Elements for the exclusive use, possession and occupancy of the Owner of each Apartment. All other parking spaces located upon the Common Elements shall not be subject to the exclusive use, possession and occupancy of any Owner, but shall be available for common use by all Owners.

X. Prohibition Against Structural Changes by Owner

No Owner shall, without first obtaining written consent from the Board of Directors, make or suffer to be made any structural alteration, improvement or addition in or to his Apartment or in, to or upon the Common Elements. No Owner shall do or suffer to be done any act or work that will impair the structural soundness or integrity of the Buildings or safety of the Property or which will impair any easement or hereditament pertaining thereto without the written consent of all Owners. No Owner shall paint or decorate any portion of the exterior of the Buildings or other Common Elements without first obtaining written consent of the Board of Directors.

XI. Entry for Repair.

The Board of Directors and its agents may enter any Apartments when necessary in connection with any repair, maintenance, landscaping or construction which the Council of Owners and/or the Board of Directors is obligated or permitted to perform. Such entry shall be made with as little inconvenience to the Owner and/or other occupants thereof as practicable, and any damage to an Apartment caused thereby shall be repaired by the Board of Directors out of the Common Expense Fund.

XII. Failure to Insist on Strict Performance No Waiver.

The failure of the Council of Owners or the Board of Directors to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions contained in this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action provided for herein, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition, or restriction, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board of Directors of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be valid unless it is made in writing and signed by the Board of Directors.

XIII. Limitation of Board of Directors' Liability

Neither the Board of Directors nor its individual members shall be liable for any failure to provide any service to be provided and paid for by the Board of Directors hereunder, or for the injury or damage to any person or property caused by the elements or by another Owner or person, or resulting from electricity, water or rain which may leak or flow from outside or from any parts of the Buildings, or from any pipes, drains, conduits, appliances or equipment, or from any other place, unless such injury or damage is caused by gross negligence of the Board of Directors. No diminution or abatement of Common Expense assessments shall be claimed by or allowed to any Owner for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or such Owner's Apartment or from any act done or action taken to comply with any law, ordinance or order of a governmental authority.

XIV. Indemnification of Board of Directors Members

Each individual member of the Board of Directors shall be indemnified by the Owners against all expenses and liabilities, including, without limitation, attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether



or not such person is a member of the Board of Directors at the time such expenses or liabilities are incurred, except to the extent such member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any compromise settlement, the indemnification provided pursuant to this Article XIV shall apply only when and to the extent the Board of Directors approves such settlement as being for the best interests of Golf Links East Condominiums.

XV. Insurance

The Board of Directors shall obtain and maintain in full force and effect at all times insurance coverage on the Property of the type and kind and in such amounts as it determines reasonably appropriate and including such coverage for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be kept in force and effect with respect to other condominium properties similar in construction, design and use to Golf Links East Condominiums. Such insurance coverage shall be governed by the following provisions:

- A. The exclusive authority to adjust losses under policies obtained and maintained by the Board of Directors hereafter in force with respect to the Property shall be vested in, and the proceeds of such policies shall be payable to, the Board of Directors

6265 DEC 702

or its authorized representative as insurance trustee.

- B. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or the owner or holder of any Mortgage on any Condominium.
- C. Each Owner may obtain additional insurance at his own expense on his Condominium provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the proceeds which the Board of Directors, on behalf of all of the Owners, may be entitled to receive pursuant to an insurance policy which the Board of Directors may have in force with respect to the Property, or any portion thereof, at any particular time.
- D. Each Owner shall notify the Board of Directors of all improvements made by the Owner to his Apartment which increase the value of such Unit by \$1,000 00 or more.
- E. Any Owner who obtains an individual insurance policy covering any portion of the Property,

other than personal property belonging to such Owner, shall deliver a true copy of such individual policy to the Board of Directors within thirty (30) days after purchase of such insurance.

F. All insurance policies kept and maintained by the Board of Directors shall, to the extent possible, provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective families, servants, agents and guests.

2. That such policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners.

3. That such policies cannot be cancelled, invalidated or suspended on account of the conduct of any member, officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the conduct complained of within a reasonable period of time.

4. That any "no other insurance" clause in such policies shall exclude and not apply to

policies procured by Owners on their Condominiums.

XVI. No Partition

There shall be no judicial partition of the Property or any part thereof, nor shall Declarant or any person acquiring any interest in the Property or any part thereof seek any such judicial partition, until (1) the happening of the event set forth in Article III of this Declaration in the case of damage or destruction or (2) the Property has been removed from the provisions of the Condominium Act as provided in Section 33-556, Arizona Revised Statutes, as the same may be hereafter amended. Notwithstanding the provisions of the immediately preceding sentence, if any Condominium is owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall prevent or preclude a judicial partition of such Condominium between such co-tenants provided, however, that such partition shall not affect any other Condominium.

XVII. Personal Property

The Board of Directors may for the benefit of the Owners, hold and dispose of, by sale, lease or otherwise, tangible or intangible personal property. The beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective percentage interests in the Common Elements, and shall not be transferable except in

connection with a transfer of a Condominium. A transfer of a Condominium shall vest in the transferee ownership of the transferor's beneficial interest in such personal property regardless of whether or not the same is specifically referred to in the instrument by which such transfer is made.

XVIII. Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Regime.

XIX. Violation and Enforcement

Any violation of any of the covenants, conditions or restrictions herein contained or of the By-Laws shall give the Board of Directors, the Council of Owners and/or any Owner the right to enter any Apartment and abate or remove, at the expense of the Owner thereof, any construction, thing or condition that may be or exist therein contrary to the provisions hereof or said By-Laws without being deemed guilty of any manner of trespass. Every action or omission whereby any covenant, condition or restriction or any By-Law is violated, in whole or in part, shall render it lawful for the Board of Directors, the Council of Owners and/or any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction and either to prevent him or them from so doing or to recover damages for such violation.

Should any such suit be instituted to enforce any provisions of this Declaration or of the By-Laws, the Owner in violation of the provisions of this Declaration or of said By-Laws shall pay a reasonable attorney's fee for the plaintiff's attorney in an amount that is fixed by the Court of jurisdiction.

XX. Amendment

The provisions of this Declaration may be amended by a written instrument executed in recordable form by Owners holding 66 2/3% or more of the aggregate percentage interests in the Common Elements. Any such amendment to this Declaration shall be effective upon recordation thereof in the Office of the County Recorder of Pima County, Arizona.

XXI. Severability

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

XXII. 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.

XXIII. 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 Covenants 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, obligations 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 26<sup>th</sup> day of February, 1980.

"DECLARANT"

GOVOSO CORP., an Arizona corporation,

By Messiah D. Wilson  
Title: Vice President

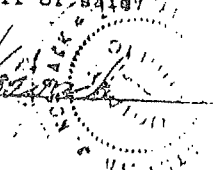
"LESSOR"

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

By Charles B. Berman  
Title: Trustee

STATE OF ARIZONA )  
                          ) ss:  
COUNTY OF PIMA )

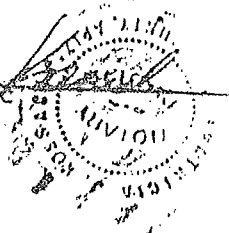
The foregoing Declaration of Covenants, Conditions and Restrictions of Golf Links East Condominiums was subscribed and sworn to before me this 26<sup>th</sup> day of February, 1980, by Margaret A. Wilson as Vice President of GOVOSO CORP., an Arizona corporation, on behalf of said corporation.

*Patricia J. Kirsch*  
NOTARY PUBLIC  


My Commission Expires:  
3-15-80

STATE OF ARIZONA )  
                          ) ss:  
COUNTY OF PIMA )

The foregoing Declaration of Covenants, Conditions and Restrictions of Golf Links East Condominiums was subscribed and sworn to before me this 26<sup>th</sup> day of February, 1980, by Wanda Vanmolen 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. Kirsch*  
NOTARY PUBLIC  


My Commission Expires:  
3-15-80

6265 REC 709



EXHIBIT "A"

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTONS  
OF GOLF LINKS EAST CONDOMINIUMS

\* \* \* \* \*  
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.  
\* \* \* \* \*

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