

The following Declaration of Covenants, Conditions and Restrictions was originally typed in December 1976, and recorded on December 15, 1976 in Docket 11988, at page 23, in the records of the Maricopa County Recorder. The Declaration has been retyped below for ease of reading and reproduction. Any inconsistency between the original and what appears below, other than typography (e.g., boldface type, page numbering, etc.) is unintentional; the words and meaning expressed in the original govern and control. Similar CC&R's were recorded in Docket 10021, at page 408, covering Lots 72 through 89 (Camelback Country Club Estates Three) and Lots 90 through 108 (Camelback Country Club Estates Four), and in Docket 11529, at page 22, covering Lots 109 through 133 (Camelback Country Club Estates Five). Differences between the three recorded versions of the CC&R's are footnoted. Scott H. O'Connor, September 3, 1994

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW BY ALL MEN THESE PRESENTS:

WHEREAS, Lawyers Title of Arizona, an Arizona corporation, as Trustee under Trust No. 1312¹, is the owner of the following described premises, situated within the County of Maricopa, State of Arizona:

Lots 134 through 152, inclusive, Camelback Country Club Estates Six, according to the plat of record in the office of the Maricopa County Recorder in Book 186, Page 43²; (hereinafter called "Lot," in the singular and "Lots," in the plural); and

WHEREAS, Lawyers Title of Arizona will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth:

NOW, THEREFORE, Lawyers Title of Arizona hereby declares that all of the properties described above shall be held, sold, conveyed, leased encumbered, used, occupied, and improved, subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value thereof and of insuring a uniform plan for the development of the real property for the mutual benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees, and assigns.

¹The declaration covering Units Three and Four were created by Lawyers Title as Trustee under Trust No. 1097; the declaration covering Unit Five was created by Lawyers Title as Trustee under Trust No. 1096.

²Unit 3 includes Lots 72 through 89, recorded in Book 158 of Maps, page 28; Unit 4 includes Lots 90 through 108, recorded in Book 158 of Maps, page 29; Unit Five includes Lots 109 through 133, recorded in book 182 of Maps, page 28.

1. All of the Lots described above shall be used for residential purposes only.

2. Gilburne Construction, Inc., or its successor³ (hereinafter called the "Developer"), shall have the authority, at any time and from time to time, to appoint and remove the members of an Architectural and Landscaping Control Committee (hereinafter called the "Committee") for the Lots. The Committee shall consist of five members. If, at any time, it has fewer than five members, any one or more members designated by the Developer shall have the voting power of two or more members (but the aggregate of the votes of all members shall not exceed five). The Developer must appoint as members two persons who each own or have an interest in separate Lots at any time when there are two or more such persons who notify the Committee in writing that they will serve as members of the Committee. The Committee so appointed shall have the powers, rights, and duties hereinafter set forth. Any action of the Committee may be taken by a majority vote, and the members of the Committee may act without a formal meeting.

3. Once all of the Lots have been sold by the Developer, all five members of the Committee shall be elected annually by the owners of the Lots. The election will be conducted at a meeting of the Lot owners on the First Tuesday in February, commencing with the first such day following the sale by the Developer of all such Lots. There shall be one vote for each Lot, regardless of the number of persons having an interest therein; provided, however, that in the event more than one Lot is owned by the same person, persons, firm, partnership, or corporation, that person, persons, firm, partnership, or corporation, that person, persons, firm, partnership, or corporation shall be entitled to one vote for each three (3) Lots owned by that person, persons, firm, partnership, or corporation, in accordance with the following examples:

1 through 3 lots	1 vote
4 through 6 lots	2 votes
7 through 9 lots	3 votes
10 through 12 lots	4 votes, etc.

4. The vote for each Lot cast pursuant to Section 3 must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted. If any owner or owners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of any other owners of the same Lot. The right to vote may not be severed or separated from the Lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such Lot to a new owner or owners shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

³Camelback Estates Partnership (consisting of Robert W. Goldwater and Arthur E. Peterson) was the developer of Units Three and Four; Arthur E. Peterson was the developer of Unit Five.

5. The general purpose of the Committee shall be to insure that a high standard of design and quality of materials is maintained throughout this subdivision for the mutual benefit of all the property owners and to take such action, in its absolute discretion and consistent with the purposes of this Declaration, as it may determine to be reasonably appropriate to enforce the covenants, conditions, and restrictions contained herein. The Committee may exercise all powers granted to it under this Declaration in its absolute discretion and will not be bound in exercising that discretion by any of its earlier actions.

6. The Committee shall have the power and authority, from time to time, in its own name and on its own behalf, or on the behalf of any owner of a Lot who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory junction or otherwise, any of the provisions of this Declaration.

7⁴. No building or other structure, including fences and walls, shall be erected, altered or repaired on any Lot until the building plans, specifications, and plot plan showing the location, elevation grade lines, dimension, design, and building materials of such building or other structure, or until such other description of the proposed work as shall be acceptable to the Committee, has been approved in writing by the Committee. Two sets of such plans, specifications, and plot plans or other description shall be submitted to the Committee. The Committee, before giving such approval, may require that changes be made to comply with such requirements as the Committee may, in its absolute discretion and consistent with the purposes of this Declaration, impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this Declaration, including the location of the building or other structure with respect to topography, natural drainage, and finished ground elevation. The Committee, in its absolute discretion and consistent with the purposes of this Declaration, may also require that the exterior finish and color and/or exterior lighting and the architectural style or decoration of such building or other structure shall be such as the Committee shall deem to be suitable in view of the general architectural style and character of structures erected or to be erected in the subdivision. The exterior surface of any building or other structure shall not be repainted or refinished in a color or manner differing from the previous painting or finishing of such building or other structure until the Committee shall have

⁴The declaration covering Units Three and Four contained an additional paragraph, at this part of the document, stating: "The Committee shall have the authority to assess against each Lot covered by this Declaration such sums as are necessary or appropriate to meet the costs of providing any of the following services, which the Committee, in its absolute discretion, determines to be appropriate and which it shall be under no obligation to provide: to provide and maintain a security system for the owners of the property subject to this Declaration, and to pay all of the costs, including attorneys' fees, whether or not suit is brought, incurred in enforcing any of the covenants, conditions, and restrictions of this Declaration. Any such assessment shall be in equal amount against each Lot on which a completed residence has been constructed, and in an equal amount which is one-half thereof against each other Lot sold by Developer, but on which a completed residence has not been constructed."

given its written approval of such repainting or refinishing following the submission of an acceptable description of the work proposed to be done.

8⁵. No substantial landscaping, planting, or replanting of any area of a Lot shall be commenced until such landscaping plan showing the proposed planting and landscaping has been approved in writing by the Committee. Two sets of all such drawings and descriptions constituting such landscaping plan shall be submitted to the Committee. The Committee, before giving such approval, may require that changes be made to comply with such requirements as the Committee, in its absolute discretion and consistent with the purposes of this Declaration, may impose to assure that such plan shall be suitable.

9⁶. Neither the Committee nor any member thereof shall be responsible for structural or other defects of any kind or nature whatsoever in plans or specifications submitted to the Committee and/or in structures or improvements erected in accordance therewith.

10. No building may be erected or maintained upon any Lot except one single-family dwelling with private appurtenant garages and customary outbuildings. No such building shall be erected or commenced without the prior written approval of the Committee, applied for and granted in the manner hereinabove set forth.

11. No trailer, outhouse, shed, tent, or any temporary buildings of any kind shall be erected or maintained on any Lot; provided, however, that the conditions herein contained shall not be construed to prevent Lawyers Title of Arizona, the Developer, or the authorized representatives of either, from constructing and maintaining buildings or improvements necessary or appropriate to the development or improvement of the property.

⁵The declaration covering Units Three and Four contain an additional paragraph at this point in the document, providing special restrictions on certain Lots as follows:

"No fence or structure of any and shall be built above the existing grade outside the building envelopes of Lots 87, 88, 89, Camelback Country Club Estates Three, and Lots 105, 106, 107, and 108 in Camelback Country Club Estates Four. No fence or structure of any kind shall be constructed above the existing grade in the west 21 feet of the building envelope of Lot 72, Camelback Country Club Estates Three. No fence or structure of any kind shall be constructed above the existing grade in the South 15 feet of the building envelope of Lot 104, Camelback Country Club Estates Four."

⁶The declaration for Units Three and Four contains an additional paragraph at this point in the document, stating:

"Under no circumstances shall any building, structure, planting, or landscaping be erected, added, removed, or altered within that portion of any Lot lying within a golf course easement or subject to a golf course lease."

12. The work of constructing any residence or building shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. All structures shall be suitably finished, colored, painted, or stained immediately.
13. No building erected or constructed elsewhere shall be moved onto any Lot or without the prior written approval of the Committee.
14. No horse trailer, living trailer, house car, or "camper," boat or boat trailer, shall be parked on any road or Lot, either temporarily or permanently, except when the Lot owner is in the process of removing it or placing it in a structure specifically approved for that purpose by the Committee, pursuant to the provisions of this Declaration, nor shall any motor vehicle not capable of being operated be parked for longer than forty-eight (48) hours outside of a garage of any Lot. Other than customary minor maintenance work and minor emergency repairs, there shall be no painting, repainting or mechanical work done on any such vehicle on any Lot site.
15. Representatives of Lawyers Title of Arizona or any member of the Declaration shall have the right at all times to enter on any unimproved Lot, or upon the exterior portions of any improved Lot after reasonable notice to the owners thereof, or on request of the owners thereof, to maintain and/or conform the same to the requirements of this Declaration, to plant or replant, trim, cut back, remove, replace, and/or maintain hedges, trees, shrubs, or flowers, on the area and/or to keep cultivated and/or remove plants, as may be necessary to enforce the requirements of this Declaration and such persons shall not thereby be deemed guilty in any manner of trespass.
16. No building or structure shall be erected on any Lot, the front walls of which are closer than forty (40) feet from the front property line; the side walls thereof shall not be closer than twenty (20) feet to the side lot line or ten percent (10%) of the width of the Lot, whichever is greater; nor shall the rear walls thereof be closer than forty (40) feet from the rear property line; nor shall any building, structure, planting, or landscaping be erected, added, removed, or altered within that portion of any Lot lying within a golf course easement or subject to a golf course lease.
17. No structure which exceeds two (2) stories in height shall be erected, altered, placed, or permitted to remain on any of the Lots described in this Declaration.
18. No Lots described in this Declaration shall be used for residential purposes prior to installation thereon of water flush toilets; and all bathrooms, toilets, or sanitary conveniences shall be inside of the buildings permitted hereunder. All bathrooms, toilets, or sanitary conveniences shall be inside of the buildings permitted hereunder. All bathrooms, toilets, or sanitary convenience shall be connected to the sewer system.
19. No Lot shall be subdivided into smaller Lots nor conveyed or encumbered in less than the full original dimensions of such Lot, except for purposes in connection with

the installation or maintenance of public utilities; provided, that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous Lots in such manner as to create parcels of land in a common ownership having the same or a greater street frontage than the street frontage originally shown. thereafter, such parts of adjoining or contiguous Lots in such common ownership shall, for the purposes of these restrictions, be considered as one Lot. Nothing herein contained shall prevent the dedication or conveyance of portions of Lots for public utilities in which event the remaining portion of any such Lot shall, for the purpose of this provision, be treated as a whole Lot.

20. No structure of any kind or nature shall be erected, permitted, or maintained on, over, or across the easements for utilities as shown on the recorded plat of this subdivision.

21. Waste, refuse, or garbage shall not be burned on the Lots, but shall be deposited in a place to be designated by the Committee. If and when a garbage and refuse collection service is inaugurated, each Lot owner must use such service. All rubbish, trash, garbage, or other waste material shall be removed forthwith and shall not be allowed to accumulate on any Lot. Failure to comply with this provision automatically grants a right to authorized representatives of Lawyers Title of Arizona and to members of the Committee, or its authorized representatives to enter upon any Lot for purposes of removing said rubbish, trash, garbage, or other waste material, and all expenses so incurred shall be a charge against this Lot, and until paid, shall constitute a lien upon the Lot which may be foreclosed pursuant to the laws governing mechanics' liens. Unless evidence of said lien is properly recorded in the Maricopa Recorder's office, third parties shall have no duty to make inquiry as to the existence of any such lien. Persons entering upon any Lot pursuant to this paragraph shall not thereby be deemed guilty in any manner of trespass.

22. No Lot owner, nor anyone acting under his direction, will be allowed to cover, bridge, or otherwise interfere with existing drainage ditches or culverts without the prior express written approval of the Committee and the Town of Paradise Valley.

23. No Lot owner, nor anyone acting under his direction, shall reduce the storm water retention capacity of the depressed areas on any Lot by the filling of said depressed areas without the prior express written approval of the Declaration and the Town of Paradise Valley.

24. No Lot described in this Declaration shall at any time be used as a wrecking yard, or junk yard, or to stable or otherwise maintain horses, nor for any purposes in connection therewith, nor shall any Lot be put to any use which will or may create a public or private nuisance or a hazard to the lawful use of any other property. No well drilling, quarrying, or mining operations of any kind shall be permitted on any Lot.

25. No advertising signs (except one of not more than three (3) square feet, "For

Rent" or "For Sale" sign per Lot) shall be erected, placed, or permitted on any parcel without the express written consent of the Committee. No billboards, unsightly objects, or nuisances shall be erected, placed, allowed, or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the buyers or owners of any other Lot.

26. No building, residence, improvement structure upon any Lot shall be permitted to fall into disrepair, and the owners thereof shall keep each such building and structure at all times in good condition and adequately painted or otherwise finished. Such owners shall maintain in good repair the exterior faces, including but not limited to, walls, roofs, porches, patios, and appurtenances. Nothing shall be done in or to any such building which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required by the Committee. Carports and garages must be kept in a neat and tidy manner at all times, the determination of which shall be solely vested in the Committee.

27. The owner of each Lot shall at all times keep shrubs, trees, grass, and plantings of every kind on his Lot neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material.

28. No animals or fowl, poultry, or livestock, other than a reasonable number of recognized domestic household pets, shall be maintained or permitted on any Lot, and then only if they are kept, bred, or raised thereon solely as household pets and not for commercial purposes. No such animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No structure for the care, housing, or confinement of any such animal or fowl shall be maintained so as to be visible from neighboring property. Upon the request of any Lot owner, the Committee shall determine, in its sole discretion and consistent with the purposes of this Declaration, whether for the purposes of this paragraph a particular animal or fowl shall be considered to be a domestic household pet, or a nuisance, or whether the number of animals or fowl on any Lot is reasonable. Any decision rendered by the Committee shall be enforceable as other restrictions contained herein.

29. No antenna for transmission or reception of television or radio signals, or for any other purpose, nor any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, unless approved by the Committee.

30. Outside clotheslines or other outside clothes drying facilities shall be maintained exclusively within a fenced service yard or otherwise concealed by a walled area, the plans and specifications for which have been previously approved by the Committee pursuant to the terms of this Declaration, and shall not be visible from neighboring property.

31. At least thirty (30) days prior to the commencement of each fiscal year, the Committee shall estimate the costs and expenses to be incurred by it during such fiscal year in performing its functions under this Declaration. The amount so determined shall be levied as an assessment against each Lot and against each owner individually. The amount of each assessment may vary from year to year, and may vary in any one year as between improved and unimproved Lots, consistent with the provisions of Paragraph 7.

32. Assessments for the current fiscal year shall be due and payable in full within thirty (30) days of the date the assessment is levied, or at such other time as the Committee shall designate. An unpaid assessment shall be deemed delinquent thirty (30) days after the assessment is levied and a delinquent assessment shall bear interest at the maximum legal rate from the date the assessment becomes delinquent, until paid in full. The Committee shall levy assessments by sending notice of the assessment to the Lot owners by regular mail, addressed to the last known address of the Lot owner and postmarked no later than the first day of the fiscal year for which the levy is assessed.

33. The Committee may levy a special assessment against any Lot owner as a result of whose failure to comply with this Declaration monies are about to be or were expended by the Committee in performing its functions under the Declaration.

34. Each assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the Lot owner against whom the same is assessed, and shall constitute a lien and charge upon the Lot to which the assessment relates. Each Lot owner, by acceptance of a deed relating thereto or by acceptance of any other document or instrument conveying an ownership interest in a Lot, whether or not it shall be so expressed in any such deed or other document or instrument, is and shall be deemed to covenant and agree to pay to the Committee the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Committee employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Lot owner agrees to pay reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due from the owner or any other relief or remedy obtained against said owner. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Committee may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) The Committee may bring a suit at law against each Lot owner to enforce each such assessment obligation. Each Lot owner agrees that any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting Lot owner, plus all Court costs and necessary expenses and all accounting fees incurred by the

Committee, plus interest on the amount of said assessment at the maximum legal rate allowed by law from the date the assessment becomes delinquent until paid in full.

(b) The Committee shall give notice to each Lot owner whose assessment is due and unpaid by mailing to said Lot owner a copy of a notice and claim of lien which shall state the following:

- (1) The last known name of the delinquent Lot owner;
- (2) The legal description and street address of the Lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper offset allowed);
- (4) That the claim of lien is made by the Committee pursuant to the terms of the Declaration; and
- (5) That a lien is claimed against the Lot in an amount equal to the amount of the stated delinquency.

The Committee shall immediately record a duly executed original or copy of such notice and claim of lien and the lien claimed therein shall immediately attach and become effective as a lien upon the Lot against which such assessment was levied. Each default in payment of an assessment shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single notice and claim of lien. The amount of the lien shall include the amount of all unpaid assessments, plus interest on the amount of the assessment at the maximum legal rate from the date the assessment becomes delinquent until paid in full, plus a lien charge to cover recording, legal and accounting expenses incident thereto. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Arizona, as the same may be changed or amended. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law.

35. The lien or liens created hereby upon any Lot shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value, and secured by a duly executed mortgage upon such Lot recorded prior in time to the recording of the notice and claim of lien provided for above, in favor of or for the benefit of an institutional lender (meaning a bank, insurance company, or savings and loan or building and loan association). However, after the foreclosure of any such mortgage by any such institutional lender, there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments hereunder assessed to such purchaser as a Lot owner after the date of such foreclosure sale, which said lien shall have the same effect and be enforced in the same manner as provided herein.

36. These restrictions may be amended by an instrument signed by the record owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be property recorded.

37. The foregoing covenants, conditions and restrictions run with the land and shall be binding on all persons owning, having or acquiring any right, title, or interest in any of said Lots until twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the Lots described in the Declaration it is agreed to amend these covenants in whole or in part.

38. Deeds of conveyance of said property, or any part thereof, may contain the above covenants, conditions, and restrictions by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such covenants, conditions, and restrictions shall be binding upon the respective grantees, their heirs, successors, and assigns.

39. If there shall be violation or threatened or attempted violation of any of these covenants, conditions, or restrictions, it shall be lawful for any person or persons owning any Lot situated in the subdivision to prosecute proceedings at law or in equity to enjoin from, and/or receive damages for, each and every violation or threatened violation of any of the covenants, conditions, or restrictions herein contained. However, a violation of these covenants, conditions, and restrictions, or any one or more of them, shall not affect the lien of any mortgage now on record, or which may hereafter be placed of record upon said Lots or any part thereof.

40. Nothing contained herein shall be construed to grant to any Lot owner appurtenant rights with respect to any property not covered hereby or to grant to any owner of property not covered hereby or to grant to any owner of property not covered hereby appurtenant rights with respect to any Lot.

41. Invalidation of any one or more of these covenants, conditions, and restrictions shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Lawyers Title of America has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officers this 13th day of December, 1976⁷.

LAWYERS TITLE OF ARIZONA

⁷The declaration covering Units Three and Four was executed February 27, 1973 by Vernon R. Engel; the declaration covering Unit Five was executed February 2, 1976 by John A. Finch.

The following Amendment to Declaration of Covenants, Conditions and Restrictions was originally typed in January 1980, and recorded on June 18, 1981 in Docket 15321, at page 344, in the records of the Maricopa County Recorder. The Amendment has been retyped below for ease of reading and reproduction. Any inconsistency between the original and what appears below, other than typography (e.g., boldface type, page numbering, etc.) is unintentional; the words and meaning expressed in the original govern and control. Similar amendments formatted for execution in counterparts by each lot owner were prepared and recorded. The amendment shown here is an example of one such instrument. I have not researched which Lots were included in the total of 75% or more perfecting the amendment. Scott H. O'Connor, September 3, 1994

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

KNOW BY ALL MEN THESE PRESENTS:

WHEREAS, LAWYERS TITLE OF ARIZONA has declared the following described Lots subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, recorded February 28, 1973, in the office of the Maricopa County Recorder in Docket 10021, Page 408:

Lots 72 through 89, inclusive, Camelback Country Club Estates Three, according to the plat of record in the office of the Maricopa County Recorder in Book 158, Page 28; and

Lots 90 through 108, inclusive, Camelback Country Club Estates Four, according to the plat of record in the office of the Maricopa County Recorder in Book 158, Page 29 (hereinafter called "Lot," in the singular and "Lots," in the plural); and

WHEREAS, the said Declaration of Covenants, Conditions, and Restrictions provide pursuant to Paragraph 37 that the said Declaration of Covenants, Conditions, and Restrictions may be amended by an instrument signed by the record owners of not less than seventy-five percent (75%) of the lots; and,

WHEREAS, the said required number of lot owners have determined to amend the said Declaration of Covenants, Conditions, and Restrictions as hereinafter evidenced by their signature to authorize and enable the Architectural and Landscaping Control Committee to combine with other similar committees and incorporate into a non-profit corporation to administer and enforce the Declaration of Covenants, Conditions, and Restrictions under one unified corporate administrative body;

NOW, THEREFORE, the undersigned lot owners, hereby amend the aforesaid Declaration of Covenants, Conditions, and Restrictions as follows:

1. The Architectural and Landscaping Control Committee [hereinafter called

the "Committee"] shall be and is hereby authorized to join with the Architectural and Landscaping Control Committees of Camelback Country Club Estates, Five and Six, or either of them, to cause a non-profit corporation to be incorporated for the purpose of enforcing and administering the Declarations of Covenants, Conditions, and Restrictions for each of such committees as a single unified corporate architectural and landscaping control body [hereinafter the "Corporation"]. Upon incorporation of the aforesaid non-profit Corporation, the then standing committee shall be abrogated and each of its powers, rights, responsibilities and duties shall be vested in the said non-profit Corporation to be administered by its Board of Directors who shall be elected as provided in the Corporation's Articles of Incorporation and By-Laws. Further, in each instance of the Declaration of Covenants, Conditions, and Restrictions of Camelback Country Club Estates Three and Four, wherein the word, "committee," is used to identify the Architectural and Landscaping Control Committee, the word, "committee," shall be deleted and in place thereof shall be substituted the word, "Corporation," to mean and refer to the Corporation to be incorporated as aforesaid. Except as to the Declaration of Covenants, Conditions, and Restrictions pertaining to specific lots, the Corporation shall wherever possible uniformly administer and apply the Declaration of Covenants, Conditions, and Restrictions for each subdivision as a standard and uniform development; the existing Declaration of Covenants, Conditions, and Restrictions for each subdivision to be amended to be as similar where possible and practical. the directors and officers of the Corporation shall serve without compensation, but may be reimbursed reasonable costs associated with their service as an officer or director for activities that are related to lawful corporate purposes.

2. Paragraph 3 of the Declaration of Covenants, Conditions, and Restrictions is amended subject to the Corporation being incorporated as aforesaid, as follows:

The lot owners in Camelback Country Club Estates Three shall be entitled to elect to the Board of Directors of the Corporation at least one (1) director who shall reside in Camelback Country Club Estates Three. The lot owners in Camelback Country Club Estates Four shall be entitled to elect to the Board of Directors of the Corporation at least one (1) director who shall reside in Camelback Country Club Estates Four. The election will be annually and conducted at a meeting of lot owners to be held for the purpose of electing directors to the Corporation on a date and at a place and time which shall be specified in the By-Laws of the Corporation. there shall be one (1) vote for each lot, regardless of the number of persons having an interest therein; provided, however, that in the event more than one (1) lot is owned by the same person, persons, firm, partnership, or corporation shall be entitled to one (1) vote for each lot owned by that person, persons, firm, partnership or corporation.

3. The Declaration of Covenants, Conditions, and Restrictions of record now and in the future shall be construed as to effect the intent and purposes of this Amendment wherever possible.

4. In all other respects the Declaration of Covenants, Conditions, and Restrictions now of record shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereto execute the same to be effective as of and when recorded in the County Recorder's Office for the County of Maricopa, State of Arizona.

LOT NO. 94, CAMELBACK COUNTRY CLUB ESTATES FOUR

/s Arnold R. Dahlberg
Owner

/s Glenda G. Dahlberg
Owner

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this the 8th day of January, 1980, before me, the undersigned notary public, personally appeared Arnold R. Dahlberg and Glenda G. Dahlberg who acknowledged themselves to be the Owner(s) of Lot No. 94, and as such is authorized so to do and executed the foregoing document for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

/s Deborah Menson
Notary Public

My Commission Expires August 14, 1983

BYLAWS OF
CAMELBACK COUNTRY CLUB ESTATES ASSOCIATION
OF HOMEOWNERS, INC.

ARTICLE I - OFFICES

The office of the Corporation shall be located in the County of Maricopa, State of Arizona or at such other place as the Board of Directors may from time to time direct. The Corporation may also establish and have such other offices as needed for the conduct of its business at such other place or places, as may from time to time be designated by the Board of Directors.

ARTICLE II - MEMBERSHIP

Every person or entity who is the record owner of any lot which is subject by covenants of record to assessments by Camelback Country Club Estates Association of Homeowners, Inc., including contract sellers, but excluding others who have such interest merely as a security for the performance of an obligation or as a trustee under a deed of trust, shall be a member of Camelback Country Club Estates Association of Homeowners, Inc. entitled to all the rights and privileges thereof. The membership shall be appurtenant to and pass with the title of any lot, may not be separated therefrom and may not be in any manner alienated or encumbered except as an appurtenance to the lot and as a part and parcel thereof. When more than one person or entity holds an interest in any one lot, the membership as to such lot shall be joint and the right of such membership, including voting powers arising therefrom, shall be exercised only by the joint action of all owners of record of such lot. In the event that joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular lot, none of the same votes shall be counted. If any owner or owners cast a vote representing a certain lot it will be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

ARTICLE III - MEETING OF MEMBERS

Section 1 - Annual Meetings:

The annual meetings of the members of the Corporation for the election of Directors and for the transaction of such other business as may properly come before such meeting shall be held the Fourth Tuesday in January at 7:30 P.M. Mountain Standard Time, or at such other hour as may be stated in the notice of the meeting.

Section 2 - Special Meetings:

A special meeting of the members may be called at any time by the Chairman of the Board of Directors or Board of Directors, and shall be called by the Board upon the written request of members of record holding in the aggregate at least ten percent (10%) or more of the votes entitled to be cast by all members of the Corporation, such written request to state the purpose or purposes of the meeting and to be delivered by the Board of Directors or the President.

Section 3 - Place of Meeting:

The meeting of the members of the Corporation shall be held at its principal office in the State of Arizona or at such other place as from time to time may be designated by the Board of Directors.

Section 4 - Notice of Meetings:

Except as otherwise required by Statute, notice of each meeting of the members, whether annual or special, shall be in writing over the name of the Chairman of the Board of Directors, the President, or the Secretary. Such notice shall state the purpose or purposes for which the meeting is called and the time when and the place where it is to be held and copy thereof shall be served, either personally or by regular mail, upon each member of record entitled to vote at such meeting not less than fifteen (15) or more than thirty (30) days before such meeting. If mailed, it shall be directed to a member at his address as it appears on the books of the Corporation unless he shall have filed with the Secretary of the Corporation a written request that notice intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request. If any member in person or by attorney thereunto authorized shall waive in writing notice of any meeting, notice thereof need not be given to him. Notice need not be given of any adjourned meeting of the members.

Section 5 - Quorum:

At all meetings of the members, the presence in person or by proxy of members representing in the aggregate a 25% majority of the votes entitled to be cast shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the members present in person or by proxy, or, if no member entitled to vote is present in person or by proxy, any officer entitled to preside at or act as secretary of such meeting, may adjourn the meeting from time to time to a date specified by said majority. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6 - Voting:

At such meeting of the members, each member, whether resident or nonresident, shall be entitled in all elections for directors to cast as many votes in the aggregate as he shall be entitled to vote under the Articles of Incorporation of the Corporation, or these By-Laws multiplied by the number of directors to be elected at such election; and each member may cast the whole number of votes registered in the member's name at the time of the closing of the transfer books or on the date fixed as a record date for said meeting, either in person or by proxy, for one candidate, or distribute such votes among two or more such candidates. In case the transfer books have not been closed, and no date has been fixed as a record date for the determination of the members entitled to vote, no vote shall be allowed at any election by any member who has become a member within twenty (20) days next preceding such election of Directors. Any member entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include telegraphing or cabling) by the member himself or by his duly authorized attorney and filed with the Secretary at least prior to the meeting; any proxy submitted thereafter shall be null and void. The President and Secretary of the Corporation shall constitute a Credentials Committee and shall pass upon the validity of all proxies submitted for use at any meeting. No proxy shall be voted on, however, after one (1) year from its date. The decision of the Credentials

Committee upon the validity of proxies shall be conclusive. At all meetings of the members, except as otherwise required by statute or by the Articles of Incorporation, all matters shall be decided by the vote present in person or by proxy. Elections for Directors need not be by ballot.

Section 7 - List of Members:

The directors shall cause the Secretary, or other officer designated by them who has charge of the books and records of the Corporation to make, at least ten (10) days before every election, a full, true and complete list, in alphabetical order, of all the members entitled to vote at the ensuing election and the post office address and the number of votes held by each. The Board of Directors shall produce such books and list at the time and place of election, to remain there during the election.

Section 8 - Waiver of Notice:

Notice of meetings may be waived in writing by all of the voting members, either before or after the meeting, and if all the members are present in person or by proxy, notice shall be conclusively deemed to have been waived.

Section 9 - Waiver of Irregularities:

All informalities and irregularities in calls, notices of meetings and in the manner of voting, form of proxy, credentials, and methods of ascertaining those present, shall be deemed waived if no objection is made thereto at the meeting.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 - General Powers and Qualifications:

The property, affairs and business of the Corporation shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Corporation, except as such are by law or by the Articles of Incorporation or by these By-Laws expressly conferred upon or reserved to the members. Directors need not be residents of the State of Arizona, but must be members of the Corporation.

Section 2 - Number, Election, and Term of Office:

Unless changed as herein provided, the affairs of the Association shall be managed by a Board of Directors consisting of nine (9) members. Each director shall hold office for a term of three (3) years, and the election of directors shall be staggered so that the term of office of no more than three (3) years, and the election of directors shall be staggered so that the term of office of no more than three (3) directors of the Corporation shall expire in any one (1) year. The Chairman of the Board shall appoint a nomination committee, consisting of three (3) members of the Corporation, who shall present their nominations for the positions of Director of the Corporation which have expired to the members at the annual meeting. Additional nominations may be made by members at the annual meeting. The number of nominees representing the expired Directors' terms who receive the highest number of votes entitled to be cast by the members at the annual meeting shall be declared elected. Each Director (whether elected at an annual meeting or to fill a vacancy, or otherwise), shall continue in office until the annual meeting of the members held next after the expiration of his term and until his successor shall have been elected and qualified, or until his

death, resignation or removal in the manner hereinafter provided.

Section 3 - Meetings:

A Meeting of the Board of Directors shall be held for organization, for the election of officers and for the transaction of business as properly may come before the meeting, within thirty (30) days after each annual election of Directors upon the notice hereinafter provided for a special meeting. The Directors, however, may hold such meeting, without notice, at the place where the annual meeting of members is held, immediately following such meeting.

The Board of Directors by resolution may provide for the holding of regular meetings, with or without notice, and may fix the time and places at which such meeting shall be held.

Special Meetings of the Board of Directors may be called by the Chairman of the Board of Directors or a majority of Directors. Notice of each special meeting shall be mailed to each Director addressed to him at his address as it appears upon the records of the Corporation, at least one (1) day before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph, radio or cable, or telephoned or delivered to him personally, not later than the day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but unless otherwise required by statute, the Articles of Incorporation or these By-Laws, need not state the purposes thereof. Notice of any meeting need not be given to any Director, however, if waived by him, before or after such meeting, in writing or by telegraph, radio or cable. No notice need be given of any meeting at which every member of the Board of Directors shall be present.

Section 4 - Quorum:

The presence at any meeting of a majority of the total number of Directors who shall then have been elected and who shall have been duly qualified, shall be necessary and sufficient to constitute a quorum for the transaction of business, and except as otherwise required by statute, the Article of Incorporation or these By-Laws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present at the time and place of any meeting may adjourn such meeting from time to time until a quorum be present. Notice of any adjourned meeting need not be given.

Section 5 - Resignations and Removals:

Any Director may resign at any time by giving written notice of such resignation to either the Chairman of the Board of Directors, the President, or the Secretary of the Corporation. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof.

Any Director may be removed either with or without cause at any time by the affirmative vote of a majority of the votes entitled to be cast by the members present at any annual or special meeting called for the purpose.

Section 6 - Vacancies:

If any vacancy shall occur among the Directors by reason of death, resignation, disqualification, removal or otherwise, such vacancy may be filled by a majority vote of the remaining Directors, though less than a quorum.

Section 7 - Compensation:

Directors, as such, shall not be compensated for their services. Nothing herein contained shall prevent any Director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE V - COMMITTEES

Section 1 - Powers:

Except as otherwise provided by statute or by these By-Laws, all the powers of the Board of Directors when not in session may be vested, to the extent from time to time determined by the Board of Directors, in one or more Committees, if any, appointed in accordance with Section 2 of this ARTICLE V.

Section 2 - Appointment, Qualification and Term of Office:

The Board of Directors, by the affirmative vote of a majority of the whole Board, may appoint one or more Committees, each Committee to have such powers, purposes, number of members, and duration as may from time to time be determined by the Board of Directors. Committee members need not be, but may be, directors, officers or members of the Corporation. Any member of a Committee may be removed at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office.

ARTICLE VI - OFFICERS

Section 1 - Number:

The officers of the Corporation shall be a president, one or more vice presidents, a secretary, and a treasurer, and such other officers as may be appointed in accordance with the provisions of Section 3 of this ARTICLE VI.

Section 2 - Election, Term of Office and Qualifications:

Each officer specifically designated in Section 1 of this ARTICLE VI shall be chosen by the Board of Directors and shall have been duly chosen and qualified or until his death, or until he shall resign or shall have been removed in the manner provided in Section 4 of this ARTICLE VI. Any director may hold any office. An officer need not be a director or a member of the Corporation. Any person may hold more than one office.

Section 3 - Subordinate Officers:

The Board of Directors from time to time may appoint other officers or agents, including one (1) or more assistant treasurers and one (1) or more assistant secretaries, and each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors from time to time may determine. The Board of Directors may delegate to any officer or committee the power to appoint any such subordinate officers or agents and to prescribe their respective authorities and duties.

Section 4 - Removal:

Any officer may be removed either with or without cause by vote of a majority of the total number of Directors constituting the entire Board of Directors, at a regular or special meeting of the Board of Directors called for the purpose.

Section 5 - Resignations:

Any officer may resign at any time by giving written notice of such resignation to any Director, the President, or the Secretary of the Corporation. Unless otherwise provided and specified therein, such resignation shall take effect upon receipt thereof.

Section 6 - Vacancies:

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these By-Laws for the regular election or appointment to such office.

Section 7 - Chairman of the Board of Directors:

The Chairman of the Board of Directors shall be the President of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall exercise such duties as customarily pertain to the office of Chairman of the Board of Directors, and shall have general and active supervision over the property, business and affairs of the Corporation, and over its several officers. By way of example, and not of limitation, he may sign, execute and deliver in the name of the Corporation, powers-of-attorney, contracts and other obligations, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or the By-Laws of this Corporation.

Section 8 - President:

The President shall have such powers and perform such duties as shall from time to time be assigned to him by the Board of Directors.

Section 9 - Vice Presidents:

The Vice President or Vice Presidents, if there be more than one, shall have such powers and discharge such duties as may be assigned to him, or them, as the case may be, from time to time, as so requested.

Section 10 - Secretary:

The Secretary shall:

- (a) keep the minutes of and record all the votes of the meetings of the members, the Board of Directors and all Committees, in books to be kept for that purpose;
- (b) make or cause to be made at least ten (10) days before each meeting of the members, a full, true and complete list, in alphabetical order, of all the members entitled to vote at such meeting, and their post office address and the number of votes to which each is entitled;
- (c) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by statute;
- (d) be custodian of the records of the Corporation, the Board of Directors and all Committees, and of the Seal of the Corporation, and see that the Seal is affixed to all documents, the execution of which, on behalf of the Corporation under its Seal, shall have been duly authorized;
- (e) see that all lists, books, reports, statements, certificates and the other documents and records required by law to be kept or filed are properly kept or filed; and
- (f) in general, perform all duties and have all powers incident to the office of secretary and perform other duties and have such other powers as from time to time may be assigned to him or her by these By-Laws or by the Board of Directors.

Section 11 - Treasurer:

The Treasurer shall perform all duties and have all powers incident to the office of treasurer and perform such other duties and have such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors.

The Treasurer may be required to give the Corporation a bond in such sum, with surety or sureties, as shall be satisfactory to the Board of Directors, for the faithful discharge of his duty.

Section 12 - Assistance Secretaries and Assistant Treasurers:

The Assistant Secretaries and Assistant Treasurers shall have such duties as from time to time may be assigned to them by the Board of Directors.

Section 13 - Salaries:

The salaries or other compensation, if any, of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary or other compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE VII - EXECUTION OF INSTRUMENTS

All documents, instruments or writings of any nature shall be signed, executed, verified, acknowledged and delivered by such officers, agents, or employees of the Corporation as may be determined from time to time by the Board of Directors.

ARTICLE VIII - BINDING EFFECT

All persons and/or corporations or associations who shall become a member of this Corporation shall become such subject to the provisions of the Articles of Incorporation and the By-

Laws and shall, by virtue thereof, be bound by said Articles of Incorporation and any amendments thereto, and by the By-Laws duly adopted thereunder.

ARTICLE IX - CORPORATE SEAL

The corporate seal shall be in the form of a circle and shall bear the name of the Corporation and year of its incorporation and shall indicate its formation under the laws of the State of Arizona.

ARTICLE X - FISCAL YEAR

The fiscal year of the Corporation shall end on December 31 in each year or on such other date as may be determined by the Board of Directors.

ARTICLE XI - AMENDMENTS

These By-Laws may be altered or amended by the Board of Directors to the full extent permitted by law or regulation and may also be altered or amended by the members of this Corporation by an affirmative vote of a majority of the votes entitle to be cast by the members of any annual or special meeting called for the purpose.

ARTICLE XII - OUTSIDE ASSISTANCE

These By-Laws give the Board of Directors the authority to hire one (1) or more independent contractors to assist the Board of Directors and/or the Committee Chairman in the execution of their duties. These By-Laws further authorize the Board of Directors to pay appropriate fees for such services.

BY-LAWS ADOPTED EFFECTIVE THE _____ DAY OF _____,
19__.

**CAMELBACK COUNTRY CLUB ESTATES
ASSOCIATION OF HOMEOWNERS, INC.**
