

WHEN RECORDED MAIL TO:

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MARRIOTT RESORT HOTEL CONDOMINIUM - CAMELBACK INN

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions, and Restrictions, recorded in Maricopa County, Arizona, on December 9, 1998, at Recording No. 1998-1112626; as amended by First Amendment to Declaration of Covenants Conditions and Restrictions, as Amended, recorded in Maricopa County, Arizona, on October 22, 2001, at Recording No. 2001-0977538; Second Amendment to Declaration of Covenants Conditions and Restrictions, as Amended, recorded in Maricopa County, Arizona, on December 30, 2002, at Recording No. 2002-1410501; Third Amendment to Declaration of Covenants Conditions and Restrictions, as Amended, recorded in Maricopa County, Arizona on February 5, 2015, at Recording No. 2015-0076814, and Fourth Amendment to Declaration of Covenants Conditions and Restrictions, as Amended, recorded in Maricopa County, Arizona on November 30, 2017, at Recording No. 2017-0886051 (the “**Original Declaration**”), the Association (as hereinafter defined) and the Owners (as hereinafter defined) of Units (as hereinafter defined) in a development on that certain real property located in Maricopa County, Arizona, described in **Appendix A** attached hereto and made a part hereof, established a horizontal property regime (a condominium) named Marriott Resort Hotel Condominium-Camelback Inn; and

WHEREAS, the Association and Owners desire to amend and restate the Original Declaration in its entirety, and the Association and the required number of Owners have agreed to do so.

NOW, THEREFORE, the Association and Unit Owners declare, agree, and state as follows.

1. Name of the Condominium Property:

The name by which this horizontal property regime (condominium property) shall be known is Marriott Resort Hotel Condominium-Camelback Inn (referred to herein as “**Camelback Inn Condominium**”).

2. Definitions:

Certain terms as used in this Restated Declaration (as defined in Section 2(dd)) and in the Bylaws (as defined in Section 2(e)) shall be defined as follows:

(a) “Association”, has the meaning given that term in the Condominium Act and means all of the Unit Owners acting as a group in accordance with this Restated Declaration and the Bylaws under the name “Marriott Resort Hotel Condominium – Camelback Inn”.

- (b) “Bidding Period” is defined in Section 20 hereof.
- (c) “Board” or “Board of Directors” means the governing body of the Association, elected pursuant to Article III of the Bylaws.
- (d) “Building” means all structures erected or to be erected upon the Land.
- (e) “Bylaws” means the Amended and Restated Bylaws of Marriott Resort Hotel Condominium – Camelback Inn, a copy of which are attached hereto as **Appendix C**.
- (f) “Camelback Inn” is defined in Section 4(v) hereof.
- (g) “Common Elements” means all portions of the Condominium other than Units that are not owned by the Association and shall include both General Common Elements and Limited Common Elements. Any Units owned by the Association shall be considered General Common Elements.
- (h) “Common Element Percentage Index” is defined in Section 3(f) hereof.
- (i) “Common Expenses” means and includes:
 - (i) All sums assessed against the Owners by the Association;
 - (ii) Expenses of administration, maintenance, repair or replacement of the Common Elements;
 - (iii) Expenses agreed upon as Common Expenses by the Association; and
 - (iv) Expenses declared Common Expenses by the provisions of the Condominium Act, by this Declaration, or by the Bylaws.
- (j) “Common Expense Fund” means the separate account to be kept in accordance with the provisions of Section A of Article VI of the Bylaws.
- (k) “Condominium” means the entire estate in the Property owned by any Owner, including an undivided interest in the Common Elements and ownership of a separate interest in a Unit.
- (l) “Condominium Act” means the Arizona Condominium Act (A.R.S. §§ 33-1201, *et seq.*), as amended from time to time.
- (m) “Designee” is as defined in Section 9 hereof.
- (n) “Director” means any member of the Board of Directors.
- (o) “General Common Elements” means all Common Elements other than the Limited Common Elements, and more fully described in Section 3(d) hereof.

(p) “General Partner” has the meaning set forth in the Limited Partnership Agreement (as defined in Section 2(u)).

(q) “Land” is defined in Section 3(a) hereof.

(r) “Limited Common Elements” is as defined in the Condominium Act and more fully described in Section 3(e) hereof.

(s) “Limited Partners” has the meaning set forth in the Limited Partnership Agreement.

(t) “Limited Partnership” means the Camelback Inn Associates Limited Partnership.

(u) “Limited Partnership Agreement” means the Restated Agreement of Limited Partnership of Camelback Inn Associates Limited Partnership dated October 20, 2016, as may be amended and/or restated from time to time.

(v) “Manager” means, at all times prior to the termination or dissolution of the Limited Partnership, the individual or entity designated by the General Partner to manage the affairs of the Camelback Inn Condominium; provided however, that following any termination or dissolution of the Limited Partnership, “Manager” shall mean the individual or entity designated by the Board of Directors to manage the affairs of the Camelback Inn Condominium.

(w) “Mortgage” means a deed of trust or mortgage.

(x) “Mortgagee” means a beneficiary of a deed of trust or a mortgagee.

(y) “Owner” means any person or legal entity that owns a Condominium, but does not include a person or legal entity having an interest in a Condominium solely as security for an obligation. In the case of a contract for conveyance (as defined in A.R.S. §33-741) of a Condominium, “Owner” shall mean the purchaser of the Condominium.

(z) “Plat” means that certain plat of Marriott Resort Hotel Condominium – Phase One, recorded in the Office of the Maricopa County Recorded in Book 175 of Maps, page 38, as amended by that certain plat of Marriott Resort Hotel Condominium – Phase One – Amended, recorded in the Office of the Maricopa County Recorded in Book 179 of Maps, page 21.

(aa) “President” means the president of the Association.

(bb) “Property” means the entire parcel of real property referred to in this Restated Declaration to be divided into Condominiums (as more fully described in **Appendix A**), including the Land, the Buildings, and all improvements and structures thereon, all owned in fee simple absolute, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith.

(cc) “Qualifying Bid” is defined in Section 20 hereof.

(dd) “Restated Declaration” means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Marriott Resort Hotel Condominium – Camelback Inn.

(ee) “Right of First Refusal Period” is defined in Section 20 hereof.

(ff) “Sales Agent” means any individual or entity that is duly licensed as a real estate salesperson or real estate broker pursuant to A.R.S. §§ 32-2101, *et seq.*, and designated by the Board of Directors pursuant to Section 20 hereof to market and facilitate the purchase and sale of Condominiums, to receive and distribute offers and notices, and otherwise perform such other functions as are set forth in Section 20 hereof.

(gg) “Secretary” means the secretary of the Association.

(hh) “Section 20 Notice” is defined in Section 20 hereof.

(ii) “Transfer Agent” means any individual or entity appointed by the Board of Directors pursuant to Section 20 hereof to facilitate and file public recordings in connection with any transfer of a Unit that does not constitute a sale transaction as provided in Section 20 hereof.

(jj) “Unit” is as defined in the Condominium Act and means each portion of the Condominium designated for separate ownership or occupancy. The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floors, uppermost ceilings, windows and window frames, doors and door frames, and trim. Each Unit includes both the portions of the Building within such boundary lines and the space so encompassed. Any Unit that is not owned by the Association shall not be considered a Common Element.

(kk) “Unit Relocation” means the removal of one or more existing Units from the Land and the reconstruction of one or more reconfigured replacement Units at a different location or locations on the Land, including all demolition and construction activities in connection therewith; provided that (i) the Common Element Percentage Index of each Owner before the Unit Relocation shall be the same after the Unit Relocation, and (ii) the Land area vacated by the removal of the existing Units shall be substantially equal to or greater than the Land area under the replacement Units.

(ll) “Winning Bid” is as defined in Section 20 hereof.

3. Detailed Description:

The following are descriptions of the listed items.

(a) Land.

The “Land” refers to the real property located in Maricopa County, Arizona, described in **Appendix A**.

(b) Number of Units.

The Camelback Inn Condominium consists of 413 Units as of the date of this Restated Declaration, located within the boundaries of the Land.

(c) Units.

The Unit number, location and square footage of each Unit is as set forth on the Plat. Access to the Common Elements from each Unit is direct from each Unit and by walkways in the Common Elements.

(d) General Common Elements.

“General Common Elements” means all Land and all portions of the Property not contained within any Unit or within the Limited Common Elements, including without limitation, 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 and walkways; gardens recreational areas, hospitality accommodations and guestrooms owned by the Association, and facilitates that are now or hereafter contained within the Property; all installations of power, lights, gas, hot and cold water, existing for common use; and all other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use and all areas and facilities designated as Common Elements that are not also designated as Limited Common Elements in the Condominium Act.

(e) Limited Common Elements.

“Limited Common Elements” means the portion of the common elements at the Property specifically allocated for the exclusive of one or more but fewer than all of the Units, which shall include without limitation, all balconies, patios, special corridors, terraces, private swimming pools, stairways and enclosed gardens, courtyards and storage areas, adjacent to or associated with one or more particular Units and intended for the exclusive use of such Units. All areas of the Property that do not fall within the above definition of Limited Common Elements or of the Unit itself shall be deemed to be a part of the General Common Elements as set forth in Section 3(d) above.

(f) Percentage of Ownership and Voting Rights.

The Common Element Percentage Index is used to determine the percentage of undivided interest in the Common Elements allocated to each Unit and its Owner for all purposes, and the voting percentage allocable to each Unit Owner. The formula for determining the Common Element Percentage Index, applying the factors set forth in **Appendix B** attached hereto and made a part hereof, is as follows: Using the total of 11,058 (the “**Total**”), divide the Column B factor for each numbered Unit in Column A by the Total. The Common Element Percentage Index with respect to any given Unit, is the ratio of the approximate value of such Unit (existing or proposed) allocated by the Board in its reasonable discretion, to the aggregate approximate value of the Units (existing or proposed) determined by the Board in its reasonable discretion. The Board may, within its reasonable discretion, adjust the factors used in computing the Common Element Percentage Index from time to time. Upon the occurrence of any event described in Section 7, the Board shall adjust the Total and the value of the affected Units, as applicable.

4. Statement of Purposes, Use and Restrictions:

The Units, General Common Elements and Limited Common Elements shall be

occupied and used as follows:

(i) An Owner shall not occupy or use the Owner's Unit or permit the same or any part thereof to be occupied or used, for any purpose other than for the personal use for dwelling purposes by the Owner, the Owner's family, the Owner's guests, or as part of a resort hotel operation.

(ii) No commercial business other than those associated with the operation of a resort hotel shall be permitted within the Property.

(iii) There shall be no obstruction of the Common Elements, except as permitted by the descriptions herein of the General Common Elements and the Limited Common Elements. Except in the case of designated storage areas, nothing shall be stored in the Common Elements without the prior written consent of the Board of Directors.

(iv) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the 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 the Owner's Unit or in the Common Elements that will result in the cancellation of insurance of any Unit or any part of the Common Elements, or that would be in violation of any law. No waste will be committed of the Common Elements.

(v) No sign of any kind shall be displayed to the public view or from any Unit or from the Common Elements without the prior written consent of the Board of Directors; provided however, that this provision shall not apply to signs placed by the management of the resort hotel facility known as the JW Marriott Scottsdale Camelback Inn Resort & Spa (the "**Camelback Inn**") and necessary or convenient to the operation thereof.

(vi) No animal, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board of Directors.

(vii) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners.

(viii) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the prior written consent of the Board of Directors.

(ix) There shall be no violation of rules for the use of the Common Elements that are adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors is hereby authorized to adopt such rules.

(x) None of the rights and obligations of the Owners created herein, or by a deed conveying a Condominium, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. However, to the extent any Unit or Common Element encroaches on any other Unit or Common Element as a result of shifting or settlement, or alteration or restoration authorized herein, there shall be a valid easement for such encroachment for so long as the encroachment exists; provided however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct

of said Owner or Owners.

(xi) The Association and its agents, representatives, guests, contractors and other invitees permitted under this Restated Declaration or the Bylaws shall have the right to ingress and egress over, upon and across the Common Elements and the right to store materials thereon and make such other use thereof as may be reasonably necessary (i) for the construction and the rental of hospitality accommodations and guestrooms owned by the Association as a part of the General Common Elements, (ii) in the sale of the Condominiums, and (iii) in the operation of the Units, Common Elements, and hospitality accommodations and guestrooms owned by the Association and a part of the General Common Elements in connection with the Camelback Inn, and the overall development of which the Property is a part.

5. Agent for Service of Process:

The name and address of the agent for the service of process on the Association:

CHMWarnick
8501 North Scottsdale Road, Suite 265
Scottsdale AZ 85253-2749.

The agent of the Association for service of process may be amended only by duly-recorded affidavit recorded in the Office of the Maricopa County Recorder.

6. Damage or Destruction; Sale:

If any Buildings and/or other improvements on the Land are damaged or destroyed by fire or other casualty or disaster, such Buildings and 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 Unit and the Common Elements having the same vertical and horizontal boundaries. The cost of such repairs, restoration or reconstruction shall be paid out of any insurance proceeds received on account of the damage or destruction; provided however, that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a Common Expense.

Notwithstanding the foregoing, if Buildings containing seventy-five percent (75%) or more of the Units are destroyed and the Owners by an affirmative vote of at least seventy-five percent (75%) of the total voting power file notice with the Board of Directors within ninety (90) days after such destruction that they do not desire that the Buildings be reconstructed or restored, the Board of Directors shall record with the Recorder of Maricopa County, Arizona, a notice setting forth such facts, and upon the recording of such notice:

(a) The Property shall be deemed to be owned in common by the Owners;

(b) The undivided interest of each Owner in the Property shall equal the percentage of undivided interest previously owned by such Owner in the Common Elements;

(c) Any liens on the Property that was damaged or destroyed shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Owner in the Property; and

(d) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale (the Property not being susceptible of fair partition without depreciating the value thereof), together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among the Owners in proportion to each Owner's Common Element Percentage Index after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Owner.

Notwithstanding all other provisions of this Declaration, the Owners may, by an affirmative vote of eighty percent (80%) of the total voting power at a meeting of the Association duly called for such purpose, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Owners and it shall thereupon become the duty of each Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

7. Reconfiguration of Units, Unit Relocation, and Construction of Guests Facilities as a Part of the General Common Elements:

(a) Except as this Restated Declaration may be amended as provided and subject to the requirements of any applicable laws or regulations of governmental authorities, no subdivision or combination of any Unit or Units may be accomplished except pursuant to the affirmative vote of at least sixty-seven percent (67%) of the total voting power of the Owners as determined under Section 3(f) of this Restated Declaration at a meeting called for the notified purpose of consideration thereof or upon receipt by the Board of Directors or such person as the Board may designate of the written consent of at least sixty-seven percent (67%) of the total voting power of the Owners as determined under Section 3(f).

(b) Subject to the requirements of any applicable laws or regulations of governmental authorities, reconfiguration, or relocation outward of exterior walls, of Units, or Unit Relocation, may be accomplished upon approval of the Board of Directors and, in the instance of the relocation outward of exterior walls of Units, or Unit Relocation, after the approval of the use of the Common Elements for such purpose by the affirmative vote of at least sixty-seven percent (67%) of the total voting power of the Owners as determined under Section 3(f).

(c) The Owners may by the affirmative vote of at least eighty percent (80%) of the total Voting power as determined under Section 3(f), authorize the Board of Directors to encumber with any portion of the General Common Elements not associated with the Limited Common Elements for the purpose of constructing hospitality accommodations and guestrooms, as a part of the General Common Elements. Such action shall be binding upon all Owners and it shall thereupon become the duty, if applicable, of each Owner to execute and deliver such instruments and to perform such acts as may be necessary to effect the matters set forth in the preceding sentence.

(d) If approved, any relocation outward of exterior walls of Units, or subdivision or combination of Units, or Unit Relocation, or construction of hospitality accommodations and guestrooms shall be reflected by appropriate revisions to the Plat and **Appendix B** of this Restated Declaration to reflect the new boundaries and square footage or, in the instance of a subdivision or combination, other required data, of those Units so affected or, in the instance of a Unit Relocation, the location of the new Unit or Units, with appropriate changes to the square footage and Common Element Percentage Index of each Unit so affected so long as the total Common Element Percentage Index of

all Units so relocated is not changed, or in the instance of hospitality accommodations and guestrooms, the location thereof upon the General Common Elements, and such revisions shall be a Common Expense.

8. Voting:

At any meeting of the Association, each Owner either in person or by absentee ballot, shall be entitled to cast a number of votes on behalf of the Owner's Unit or Units corresponding with the percentage of undivided interest in the Common Elements as determined under the Common Element Percentage Index. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Association and may vote their respective percentage ownership interest. If a Unit is owned by a trust, the trustee of the trust authorized by the trust instrument, shall cast the vote on behalf of the Owner, and if a Unit is owned by at partnership, corporation, limited liability company, or other entity, the individual authorized by the instrument governing such entity shall vote on behalf of such Owner. The vote of any Owner may not be allocated or split.

9. Notices:

Any notice permitted or required to be delivered as provided herein shall also be sent by electronic mail to President@CamelbackOwners.com and may be delivered either personally, by mail, or by electronic mail and other forms of electronic document delivery, unless prohibited by applicable law. If delivery is made by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the U.S. Postal Service address given by such person to the Board of Directors or such person or persons as the Board may from time to time designate ("**Designee**") for the purpose of service of such notice. Such address may be changed from time to time by notice in writing to the Secretary of the Board of Directors or the Designee.

10. Mortgage Protection:

Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Condominium shall be subject to, and shall not affect the rights of the holder of, the indebtedness secured by any recorded first Mortgage (meaning a Mortgage with first priority over other Mortgages) upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage there may be a lien created pursuant to Section B, Article VI of the Bylaws on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale;

(b) No amendment to this Section 10 shall affect the rights of the holder of any such Mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof; and

(c) By subordination agreement executed by a majority of the Board of Directors, the benefits of paragraphs (a) and (b) above may be extended to Mortgagees not otherwise entitled thereto.

11. Exclusive Ownership and Possession by Owner:

Each Owner shall be entitled to exclusive ownership and possession of the Owner's Unit unless the same is surrendered to become a part of the resort hotel operation known as Camelback Inn. If an Owner surrenders the Owner's rights to exclusive ownership and possession, any subsequent transferee of such Unit shall take title thereto subject to such use and shall accept assignment of the transferor's interest in the Limited Partnership Agreement, rental pool management agreement, or similar contract then in effect with respect to the Unit, for management of the Condominium as part of the resort hotel known as Camelback Inn, as well as for the management of the Common Elements. Each owner shall have an undivided interest in the Common Elements as determined by the procedure contained in Section 3(f). The method for determining the percentage of the undivided interest of each Owner in the Common Elements set forth in Section 3(f) shall not be altered without the consent of sixty-seven percent (67%) of the Owners and shall be stated in an amendment to this Restated Declaration recorded in the Office of the Maricopa County Recorder. Notwithstanding anything to this contrary in this Section 11, in Section 25, or elsewhere in this Restated Declaration, if a Unit Relocation occurs, the percentage of undivided interest of an Owner of more than one Unit may be reallocated among that Owner's relocated Units at the request of that Owner, with an appropriate adjustment of **Appendix B** to reflect such reallocation without the need for further consent of the Owners. The percentage of undivided interest in the Common Elements shall not be separated from a Unit to which it is allocated and shall be deemed to be conveyed, encumbered, or released, as applicable, from liens with the conveyance, encumbrance, or release, as applicable, of the Unit without the necessity of expressly describing such interest in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, so long as the Owner does not hinder or encroach upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors bounding the Owner's Unit, nor shall the Owner be deemed to own the utilities running through the Unit that are utilized for, or serve, more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own the decorated and/or finished interior surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding such Owner's Unit and shall have the obligations set forth in Section 12 hereof with respect thereto.

12. Lien for Unpaid Assessments and Certain Obligations of Owners:

(a) Assessment Lien. If any Unit Owner fails to timely pay the Common Expense assessments imposed by the Board under Article VI, Section A of the Bylaws, the Association shall have a lien under A.R.S. §33-1255 as security for payment of all amounts due and past due in the Owner's Unit pursuant to A.R.S. §33-1256, which shall include without limitation, late fees and penalties.

(b) Owner Maintenance Obligation. Except for those portions (if any) of the Property the Board of Directors is required to maintain and repair hereunder, each Owner shall at the Owner's expense keep the interior of such Owner's Unit and the equipment, furniture, furnishings, and appurtenances contained within or attached to the Unit in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing that may at any time be necessary to maintain the good appearance and condition of the Unit. In addition to decorating and keeping the interior of the Unit in good repair, each Owner shall be responsible for

the maintenance, repair or replacement of any plumbing fixtures, water heaters, air conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposals or ranges, range hoods and fans, carpeting and other furniture and furnishings that are part of or used in connection with such Owner's Unit. Each Owner shall also, at such Owner's own expense, keep the Limited Common Elements appurtenant to the Owner's Unit or Units in a clean and sanitary condition. During the term of the Limited Partnership Agreement, each Owner shall be relieved from the foregoing obligations under this Section 12.

(c) Liability for Theft and Loss. The Board of Directors and Managers shall not be responsible to any Owner for loss or damage by theft or otherwise of articles that may be stored by the Owner in such Owner's Unit or the Limited Common Elements appurtenant thereto.

(d) Obligation to Discharge Liens. Each Owner shall promptly discharge any lien (other than Mortgage liens) filed against the Owner's Condominium.

13. Prohibition Against Structural Changes by Owner:

No Owner shall, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement or addition in or to a Unit or in or to the Common Elements. No Owner shall do any act or work that will impair the structural soundness or integrity of the Buildings or safety of the Property or impair any easement or hereditament 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.

14. Entry for Repairs:

The Board of Directors or the Manager and their respective agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors out of the Common Expense Fund.

15. Failure to Insist on Strict Performance Not a Waiver:

The failure of the Association, Board of Directors, or Manager to insist upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Restated Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board of Directors or Manager 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 or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or Manager.

16. Limitation of Board of Directors' Liability:

The Board of Directors shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors hereunder, or for injury or damage to 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 of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by gross negligence of the Board of Directors. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken to comply with any law, ordinance, or order of a governmental authority.

17. Indemnification of Board of Directors Members:

Each Director shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon such Director in connection with any proceeding to which the Director may be a party, or in which the Director may become involved, by reason of the Director's being or having been a member of the Board of Directors, or any settlement thereof, whether or not the Director is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein a Director is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement as being for the best interests of the Camelback Inn Condominium.

18. Insurance:

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided in the Bylaws and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium properties similar in construction, design and use to the Camelback Inn Condominium. Such insurance shall be governed by the following provisions:

(a) Exclusive authority to adjust losses under policies hereafter in force of the Property shall be vested in, and the proceeds thereof payable to, the Board of Directors 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 their Mortgagees;

(c) Each Owner may obtain additional insurance at the Owner's own expense; provided, however, that no Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount the Board of Directors, on behalf of all of the Owners, may realize under any insurance policy the Board of Directors may have in force on the Property at any particular time;

(d) Each Owner shall notify the Board of Directors of all improvements by the Owner of the Owner's Unit, the value of which is in excess of One Thousand Dollars (\$1,000);

(e) Any Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance;

(f) The Board of Directors shall use reasonable effort to secure insurance policies that provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, the Owners and their respective servants, agents and guests;

(2) That the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(3) That the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors or Manager cure the defect;

(4) That any "no other insurance" clause in the master policy on the Property exclude individual Owners' policies from consideration;

(g) The Board of Directors shall request from the representative of the insurance agent writing the master policy, a statement of the value of the improvements on the Property.

19. Parking:

The Property has open parking areas, which shall be Common Elements, and will not be generally assigned to specific Units. The Board of Directors is authorized to make such rules and regulations as may be required for the efficient and best use of such parking areas.

20. Sale and Right of First Refusal:

If an Owner wishes to sell the Owner's Condominium and shall have received a bona fide offer therefor from a prospective purchaser, such Owner shall give written notice of the Owner's intention to sell ("**Notice**"), together with the executed copy of the offer showing all terms thereof (the "**Offer**"), to the Board of Directors and the Sales Agent. If the prospective purchaser is not an existing Owner (an "**Outside Purchaser**"), the Association, through the Board of Directors or any person named by the Board of Directors, shall have the right to purchase the subject Condominium for its own account upon the same terms and conditions as set forth in the Offer, provided written notice of such election to purchase is given to the selling Owner within fifteen (15) days after delivery of the Notice and Offer to the Board of Directors and Sales Agent (the "**Right of First Refusal Period**"). If the Board of Directors waives or otherwise elects not to exercise its right to purchase the selling Owner's Condominium within the Right of First Refusal Period, written notice shall thereupon be given by the Sales Agent (such notice, a "**Section 20 Notice**") to such Owners as had previously given written notice to the Sales Agent of their interest in acquiring an additional Unit or Units, and the cost of preparing and distributing the Section 20 Notice shall be borne by the selling Owner. Any such Owner who is interested in purchasing the Unit(s) described in the Section 20 Notice may request from the Sales Agent a copy of the Offer and shall provide notice to the Sales Agent within fifteen (15) days after receipt of the Section 20 Notice (the "**Bidding Period**") of the Owner's election (a "**Qualifying Bid**") to either (i) match the Offer or (ii) propose a counteroffer that may only vary from the terms and conditions contained in the Offer by offering a higher total purchase price for the Unit(s) described in the Section 20 Notice. If more than one Owner places a Qualifying Bid on the Unit(s) prior to the expiration of the Bidding Period, the Qualifying Bid containing the highest total purchase price (the "**Winning Bid**") shall be granted the right to

purchase the Unit(s) described in the Section 20 Notice; provided, however, that if there is a tie between two or more Qualifying Bids for the highest total purchase price, then the tying Owners shall resubmit Qualifying Bids at a higher total purchase price than their original Qualifying Bids until the Winning Bid has been determined by the Sales Agent in conjunction with the Owner who is selling the Unit(s). Once the Winning Bid has been determined, the Sales Agent shall deliver a copy of the Winning Bid to the selling Owner and the purchase and sale of the Unit(s) shall thereafter be consummated in accordance with the terms and conditions contained in the Winning Bid.

If any Owner attempts to sell the Owner's Unit(s) to an Outside Purchaser without affording to the Board of Directors and the other Owners the right of first refusal and bidding process herein provided, such sale shall be null and void and shall confer no title or interest whatsoever upon the Outside Purchaser.

The right of first refusal reserved herein shall be effective to the extent permitted by Arizona law.

In no case shall the right of first refusal reserved herein affect the right of an Owner to subject the Owner's Condominium to a Mortgage or other security instrument.

The election by (i) the Board of Directors not to exercise its right of first refusal on behalf of the Association, or (ii) an Owner to exercise its right to place a Qualifying Bid on any Unit(s) described in a Section 20 Notice, shall not constitute or be deemed to be a waiver of such Owner's or the Association's right to purchase said Unit(s) if the Owner or any subsequent Owner of the Unit(s) delivers a subsequent notice to the Board and the Sales Agent following the selling Owner's receipt of a subsequent bona fide offer from an Outside Purchaser.

In the event of a default on the part of any Owner under any first Mortgage made in good faith and for value, which shall entitle the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first Mortgagee in lieu of such foreclosure, shall not be subject to the provisions of this Section 20, but the purchaser (or grantee under such deed in lieu of foreclosure) of such Condominium shall be thereupon and thereafter subject to all the provisions of this Restated Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first Mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the Condominium without complying with the provisions of this Section 20, but its grantee shall thereafter be subject to all of the provisions hereof.

Nothing in this Section 20 shall prohibit an Owner from selling one or more Unit(s) to an existing Owner; provided, however, that the selling Owner provides notice of the Owner's intention to sell with a copy of the bona fide offer from the existing Owner as required above in this Section 20, together with any additional information reasonably requested by the Board or Sales Agent, to enable the Sales Agent and/or the Board of Directors to determine that the offer is not subject to the right of first refusal granted under this Section 20.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by will or to the heirs at law under intestacy laws shall not be subject to the provisions of this Section 20. If an Owner of a Condominium can establish to the satisfaction of the Board of Directors (or the Sales Agent or Transfer Agent on the Board's behalf)

that any proposed transfer other than a transfer described in the preceding sentence is not a sale, then such transfer shall not be subject to the provisions of this Section 20.

The Board of Directors may delegate a Transfer Agent to facilitate the transfer of a Unit or any interest therein by performing functions such as assisting the transferor and transferee with filing necessary recordings with the Maricopa County Recorder and documenting any such transfers in the books and records of the Association.

Upon written request of any prospective transferor, purchaser, or Mortgagee of any Condominium, the Board of Directors shall within 20 days after written request therefor, deliver to the party requesting the same, a written and acknowledged certificate in recordable form stating that:

(a) With respect to a proposed sale under this Section 20 to an Outside Purchaser, proper notice was given by the selling Owner and the right of first refusal was not exercised.

(b) With respect to a proposed sale under this Section 20 to an existing Owner, proper notice was given by the selling Owner and the sale was not subject to the right of first refusal provided for in this Section 20.

(c) With respect to a deed to a first Mortgagee or its nominee in lieu of foreclosure, and a deed from such first Mortgagee or its nominee, pursuant to this Section 20, the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of this Section 20.

(d) With respect to any contemplated transfer that does not constitute a sale as provided in this Section 20, the transfer is not or will not be subject to the provisions of this Section 20.

Such a certificate shall be conclusive evidence of the correctness of the statements contained therein.

21. No Partition:

There shall be no judicial partition of the Property of any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition, except as stated in Section 6 of this Restated Declaration or if the provisions of the Condominium Act no longer apply to the Property as provided in A.R.S. § 33-1228; provided however, that if any Condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Condominium.

22. Enforcement:

Each Owner shall comply strictly with the provisions of this Restated Declaration, the Bylaws and the rules, regulations and decisions issued pursuant hereto, as the same may be amended from time to time. Failure of an Owner to comply shall be grounds to file an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or Manager on behalf of the Owners, the filing of a lien on the Owner's Condominium, or the exercise of any other rights and remedies granted under the laws of the State of Arizona, or in a proper case, by an aggrieved Owner.

23. Personal Property:

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

24. Interpretation:

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

25. Amendment:

Except as otherwise provided herein and except as prohibited by the Condominium Act, the provisions of this Restated Declaration may be amended at a meeting of the Association by the affirmative vote of Owners holding at least sixty seven percent (67%) of the total voting power as determined under **Appendix B**, which amendment shall be effective upon recordation with the Maricopa County Recorder; provided however, that any amendment that alters or prohibits the use of the Property as a resort hotel shall require approval of one hundred percent (100%) of all Owners. The president of the Association or the secretary of the Association, as instructed by the president, may execute and cause to be recorded amendments to this Restated Declaration that are duly approved in accordance with this Restated Declaration and the Condominium Act.

26. Severability:

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

27. Captions:

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Restated Declaration or the intent of any provisions hereof.

28. Law Controlling:

This Restated Declaration and the Bylaws attached hereto shall be construed and controlled by and under the laws of the State of Arizona.

29. Effective Date:

This Restated Declaration shall take effect when recorded with the Maricopa County Recorder.

30. Amended Declaration:

This Restated Declaration restates and supersedes the Original Declaration in its entirety.

[Signature on Following Page]

**MARRIOTT RESORT HOTEL
CONDOMINIUM – CAMELBACK INN**

By: _____
_____, President, Association

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, President of the Association of Marriott Resort Hotel Condominium – Camelback Inn, on behalf of the Association.

Notary Public

APPENDIX A

TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MARRIOTT RESORT HOTEL CONDOMINIUM – CAMELBACK INN

UNIT NUMBERS 100 through 592, MARRIOTT RESORT HOTEL CONDOMINIUM - CAMELBACK INN, according to Declaration of Horizontal Property Regime recorded in Docket 9339, page 268; Amended recorded in Docket 9501, page 490; First Amendment recorded in Docket 9881, page 50; Second Amendment recorded in Docket 10866, page 497; Third Amendment recorded in Docket 10998, page 768; Revised Third Amendment recorded in Docket 11016, page 686; Fourth Amendment recorded in Docket 11216, page 1249; Revised Fourth Amendment recorded in Docket 11257, page 880; Rerevised Fourth Amendment recorded in Docket 11459, page 902; Fifth Amendment recorded in Docket 11374, page 830; and re-recorded in Docket 11392, page 555; Revised Fifth Amendment recorded in Docket 11429, page 1148; Re-revised Fourth Amendment recorded in Docket 11459, page 902; Sixth Amendment recorded in Docket 11462, page 479; Seventh Amendment recorded in Docket 11614, page 665; Eighth Amendment recorded in Docket 11691, page 425; Ninth Amendment recorded in Docket 11930, page 1261; Tenth Amendment recorded in Docket 12076, page 488; and Eleventh Amendment recorded in Docket 13092, page 746; and Amendments recorded as Recording No. 19920390756 and as Recording No. 19940357812 and as Recording No. 19970732102 and as Recording No. 19981112626; First Amendment recorded as Recording No. 2001977538; Second Amendment recorded as Recording No. 20021410501; Third Amendment recorded as Recording No. 20150076814; and Fourth Amendment recorded as Recording No. 20170886051, all of Official Records, and per Maps recorded in Book 156 of Maps, page 42, in Book 157 of Maps, page 38, and in Book 179 of Maps, page 21, and in Book 180 of Maps, page 50, and in Book 181 of Maps, page 50, and in Book 183 of Maps, page 19; Book 30 of Maps, page 32, and Book 356 of Maps, page 14, records of Maricopa County, Arizona;

Together with an undivided interest in and to the General Common Elements and Limited Common Elements as set forth in the above Declaration of Horizontal Property Regime.

APPENDIX B TO AMENDED AND RESTATED DECLARATION OF CC&R'S

Unit #	Factor
100	25.00
101	25.00
102	22.50
103	25.00
104	25.00
105	25.00
106	45.00
107	22.50
108	25.00
109	45.00
110	25.00
111	25.00
112	25.00
113	25.00
114	25.00
115	27.50
116	25.00
117	27.50
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139	27.50
140	25.00
141	25.00
142	25.00

143	25.00
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150	25.00
151	27.50
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153	27.50
154	25.00
155	27.50
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272	22.50
273	22.50
274	22.50
275	22.50
276	22.50
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278	22.50
279	22.50
280	22.50
281	22.50
282	22.50
283	94.50
284	27.50
285	27.50
286	27.50
287	15.00
288	27.50
289	-
290	-
291	-
300	22.50
301	22.50
302	22.50
303	47.50
304	22.50
305	22.50
306	22.50
307	22.50
308	22.50
309	47.50
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321	22.50
322	47.50
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325	22.50
326	47.50
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383	27.50
384	27.50
385	34.00
386	34.00
400	25.00
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402	25.00
403	25.00
404	25.00
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461	30.00
462	27.50
463	27.50
464	30.00
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469	27.50
470	27.50
471	27.50
472	27.50
473	25.00
474	25.00

475	25.00
476	25.00
477	25.00
478	25.00
479	27.50
480	27.50
481	27.50
482	30.00
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502	21.00
503	22.50
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505	21.00
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540	22.50
541	22.50
542	22.50
543	22.50
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546	22.50
547	22.50
548	22.50
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550	22.50
551	22.50
552	22.50
553	22.50
554	22.50
555	21.00
556	22.50
557	21.00
558	40.00
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560	-
561	40.00
562	67.50
563	57.50
564	34.00
565	34.00
566	34.50
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568	34.00
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570	34.00
571	27.50
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577	34.00
578	34.00
579	27.50
580	27.50
581	27.50
582	27.50
583	27.50
584	27.50
585	34.00
586	34.00

587	34.00
588	34.50
589	34.00
590	34.00
591	34.50
592	34.00
Total	11,058.00

APPENDIX C

TO AMENDED AND RESTATED DECLARATION, OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MARRIOTT RESORT HOTEL CONDOMINIUM – CAMELBACK INN

MARRIOTT RESORT HOTEL CONDOMINIUM - CAMELBACK INN

AMENDED AND RESTATED BYLAWS OF MARRIOTT RESORT HOTEL CONDOMINIUM - CAMELBACK INN

_____, 2025

These Amended and Restated Bylaws of the Marriott Resort Hotel Condominium - Camelback Inn (“Bylaws”) amend, restate, and replace in their entirety the Bylaws of the Camelback Inn Condominium dated October 29, 2016, and all prior versions of said bylaws, and are adopted by the Association, Board of Directors of the Association, and the Council of Co-Owners.

I. Name of Association

The name of the Association is Marriott Resort Hotel Condominium - Camelback Inn.

II. Application of Bylaws

All present and future Owners, Mortgagees, lessees and occupants of Units and their agents, servants, and guests, and any other persons who may use the facilities of the Property in any manner are subject to the Declaration, these Bylaws and Rules and Regulations made pursuant hereto, and any amendment to these Bylaws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance of, the entering into of a lease, or the act of occupancy of a Unit shall constitute an agreement that these Bylaws and any Rules and Regulations made pursuant hereto and the Declaration, as they may be amended from time to time, are accepted, and ratified, and will be complied with.

III. Board of Directors

The affairs of the Association shall be conducted by a Board of seven Directors; provided however, that the exact number of Directors may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director.

A. Election

At each Annual Meeting of the Association, the Owners shall elect Directors for the forthcoming year. At least 180 days prior to any Annual Meeting, the Board of Directors shall select from the Owners a Nominating Committee of not less than three nor more than five Owners, and such Nominating Committee shall recommend to the Owners at the Annual Meeting, one nominee for each position on the Board of Directors to be filled at that particular Annual Meeting.

To facilitate the preparation and distribution of ballots to Owners in advance of the Annual Meeting, the Nominating Committee shall provide written notice of its nominees to the Board of Directors no later than 90 days prior to the Annual Meeting. No Owner serving on the Board of Directors shall be eligible to serve on the Nominating Committee. Nominations for the Board of Directors may also be made by petition (“**Petition**”) filed with the Secretary at least 60 days prior to the Annual Meeting. The Petition shall be signed by 10 or more Owners and include a letter (“**Letter**”) signed by the nominee(s) named therein indicating each nominee’s willingness to serve as a member of the Board of Directors if elected. The Petition may be signed and submitted in counterparts, all of the counterparts forming but one Petition. The Petition and the Letter shall be submitted to the Secretary via U.S. Mail, hand delivery, facsimile, email, or other similar electronic means. The name of any nominee for the Board of Directors who is timely and validly nominated pursuant to this Article III, Section A, shall be included on the ballot, which shall be distributed to the Owners at least 45 days prior to the Annual Meeting. The name of any nominee for the Board of Directors who is not nominated by the Nominating Committee or by a timely and valid Petition filed with the Secretary shall not appear on the ballot, but votes may be cast on behalf of a nominee whose name does not appear on the ballot by listing the name of such nominee in the “write-in” field, which shall appear on all Director election ballots. Members of the Board of Directors shall be Owners; provided however, that (i) for any Owner that is a trust, only an individual trustee of said trust shall be eligible to serve on the Board of Directors; (ii) for any Owner that is a corporation, only a director, officer, or individual shareholder designated by the corporation shall be eligible to serve on the Board of Directors; (iii) for any Owner that is a limited liability company, only an individual manager or member designated by the limited liability company shall be eligible to serve on the Board of Directors; and (iv) for any Owner that is a general, limited, or limited liability partnership, only a general partner designated by the partnership shall be eligible to serve on the Board of Directors. Any Owner described in subclauses (i) through (iv) of the preceding sentence who is permitted to serve on the Board of Directors shall provide the Board with relevant governing documents evidencing that the designee of such Owner meets the requirements to represent the entity and serve on the Board of Directors as provided for in this Article III, Section A.

B. Term

Each Director shall serve for a term of four years beginning on the date of the Annual Meeting at which the Director is elected. However, no Director may serve for more than two consecutive terms of office; provided, however, that (i) any partial term of less than two years served by an interim Director appointed under Article III, Section C, shall not be counted towards the consecutive term limit provided in this Article II, Section B; and (ii) any partial term of two or more years served by an interim Director appointed under Article III, Section C, shall be counted towards the consecutive term limit established in this Article III, Section B. Each Director shall serve until the Director’s successor is elected, or until death, resignation or removal, as provided herein, or in accordance with applicable law.

C. Resignation and Removal

Any Director may resign at any time by giving written notice to the President, the Manager, and the other Directors then serving, and any Director may be removed from membership on the Board of Directors at a special meeting of the Association called by the Board of Directors for such purpose upon the Board’s receipt of a petition that calls for the removal of a Director signed by the lesser of: (i) at least 25% of Owners eligible to vote at the time the petition is signed, or (ii) Owner’s holding at least one hundred votes in the Association (a “**Removal Petition**”).

The following shall govern any meeting to address removal of a Director:

1. The Board shall call, notice, and hold a special meeting within 30 days after the Board’s receipt of the Removal Petition.

2. The Owners eligible to vote at the time of the special meeting may remove any Director by a majority vote of those voting on the matter at a special meeting of the Owners.
3. Action at the meeting may be taken only if a quorum of Owners is present.
4. Owners may remove a Director with or without cause.
5. For purposes of a special meeting called for removal of a Director, a quorum is present if the number of Owners eligible to vote in the Association equal to at least twenty percent of the votes of the Association are present at the meeting in person or otherwise as allowed by law.

If the Board fails to call, notice, and hold a special meeting for the removal of a Director within thirty days after receipt of a valid Removal Petition from the Owners, the directors are deemed removed from office effective at midnight of the 31st day after the Board's receipt of the Removal Petition. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next Annual Meeting of the Association, at which time the vacancy shall be filled for the remainder of the unexpired term.

The Board shall retain all documents and records relating to the proposed removal of a Director and any election or other action taken for replacement of the Director and shall allow the Owners to inspect the documents and records.

D. Compensation

The Board of Directors shall receive no compensation for their services unless expressly provided for by the Board with the approval of the Owners having two-thirds of the total voting power as determined under Appendix B of the Declaration.

E. Powers and Authority of the Board of Directors

The Board of Directors, for the benefit of the Camelback Inn Condominium and the Owners, shall enforce the provisions of the Declaration, Bylaws and Rules and Regulations governing the Property and, subject to the provisions of Article VI hereof, shall acquire or arrange for and pay for out of the Common Expense Fund the following:

1. (a) Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the General Common Elements (and to the extent not separately metered or charged, for the Units and Limited Common Elements);

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- (b) A policy or policies of fire insurance, with extended coverage endorsements, for the full insurable replacement value of the Units and Common Elements, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Owners and their Mortgagees. The limits and coverage of such policies shall be reviewed at least annually by the Board of Directors and increased in its discretion. Insurance proceeds shall be payable and applicable as provided in Sections 6 and 18 of the Declaration;

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- (c) A policy or policies of public liability insurance insuring the Board of Directors, the Owners and the Manager against any liability to any person or persons, incident to the ownership and/or use of the Property. Such policy or policies shall be consistent with the provisions of Section 18 of the Declaration. Limits of liability under such insurance shall not be less

than \$1,000,000.00 for any one or more persons injured in any one accident and shall not be less than \$100,000.00 for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased at its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of any named insured under the policy or policies shall not be prejudiced as respects the named insured(s) action against another named insured;

(d) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

(e) Any other insurance policies that the Board of Directors deems advisable given the then current needs of the Association, including, without limitation, data security insurance, cyber insurance, and errors and omissions insurance;

(f) The services of a Manager to manage the Association's affairs as provided in Article X hereof, to the extent deemed advisable by the Board of Directors, as well as such other personnel as the Board of Directors shall determine shall be necessary or proper for the operation of the Common Elements, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;

(g) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of the Declaration;

(h) A fidelity bond naming the Manager and such other persons as may be designated by the Board of Directors as principals and the Owners as obligees in an amount to be determined by the Board of Directors; provided that so long as the Property is operated as a resort hotel, such fidelity bond shall be in the amount customarily carried by the management of said hotel;

(i) Painting, maintenance, repair and all landscaping of the Common Elements, and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owner thereof, all such maintenance to be at the sole cost and expense of that particular Owner;

(j) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or Bylaws or which in its opinion shall be necessary or proper for the operation of the Common Elements or for the enforcement of the Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Owners of such Units; and

(k) Maintenance and repair of any Unit if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or preserve the appearance and/or value of the Property, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity therefor delivered by the Board of Directors to said Owner, provided that the Board of Directors shall levy a special assessment against the Condominium of such Owner for the cost of said maintenance or repair.

2. The Board may maintain and update written standards of conduct (the "**Code of Conduct**") governing the performance by the Board of Directors of their duties to the

Association pursuant to the Declaration, these Bylaws and the Condominium Act.

3. To facilitate the efficient sale and transfer of Units, the Board may appoint one or more Sales Agents and Transfer Agents to perform such duties as designated under Section 20 of the Declaration.

4. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the Common Expense Fund. This provision shall not be construed to prohibit the Board of Directors from delegating such authority to the Manager as it deems proper.

F. Additional Powers of the Board of Directors

The Board of Directors shall have the right to acquire, operate, lease, manage and otherwise trade and deal with property, whether real or personal, tangible or intangible, including without limitation condominium Units as may be necessary or convenient in the operation and management of the Property, and in accomplishing the purposes set forth in the Declaration.

G. Meetings of the Board of Directors - Quorum

A quorum is deemed present throughout any meeting of the Board of Directors if Directors entitled to cast at least 50% of votes of the Board are present at the beginning of the meeting and the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the Association as set forth in Article VIII of these Bylaws. The officers shall be elected at a meeting of the Board of Directors to be called immediately following the Annual Meeting of the Association.

H. Special Meetings

Special meetings of the Board of Directors may be called by or with the request of the President or by any two Board members.

I. Notice of Meetings

Notice to Owners of Board of Directors meetings and meeting agendas shall be given to Owners at least forty-eight hours in advance of the meeting by newsletter, conspicuous posting, or any other reasonable means as determined by the Board. The Secretary shall sign an affidavit of notice, which shall be prima facie evidence that notice was given as required. No notice to Owners of Board meetings is required if emergency circumstances require action by the Board before notice can be given. The failure of an Owner to receive actual notice of a meeting does not invalidate any action taken at that meeting. The agenda for each Board meeting shall be available in advance of each meeting to Owners attending.

Special meetings of the Board of Directors shall require notice to the Directors and the Owners by any usual means of communication, which may include email or website posting at least 48 hours before the meeting (although the Board will endeavor to give 10 days' notice of special meetings when practicable). Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda. Notwithstanding the foregoing, notice to Owners of meetings of the Board of Directors is not required if emergency circumstances require action by the Board before notice can be given to Owners, but the Board may act only on emergency matters and the meeting minutes shall state the reason for the emergency meeting.

J. Indemnification of Directors

1. To the fullest extent permitted by law, the Association shall indemnify any Director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such Director is or was a Director or is or was serving at the request of the Association as an officer or director or agent of the Association against liability incurred in connection with such action, suit or proceeding, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Director in connection with such action, suit or proceeding, including any appeal thereof, if such Director acted in good faith and in a manner such Director reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such director's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not alone create a presumption that the Director did not act in good faith and in a manner which such Director reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Director's conduct was unlawful.

2. To the fullest extent permitted by law, the Association shall indemnify any Director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such Director is or was a Director of the Association or is or was serving at the request of the Association as a Director against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by such Director in connection with the defense or settlement of the action or suit if such Director acted in good faith and in a manner such Director reasonably believed to be in or not opposed to the best interests of the Association except that no indemnification shall be made in respect of any claim, issue or matter as to which such Director shall have been adjudged to be liable for negligence or misconduct in the performance of such Director's duty to the Association unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such Director is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

3. Any indemnification provided in this Article unless ordered by a court, shall be made by the Association only upon a determination that indemnification of the Director is proper in the circumstances because such Director has met the applicable standard of conduct set forth herein. The determination shall be made by the Vote of the Directors who were not parties to the action, suit, or proceeding.

IV. Open Meetings

A. Open Board Meetings

All meetings of the Board of Directors, or any committees of the Board of Directors are open to all Owners or any person designated by an Owner in writing as the Owner's representative and all Owners or their designated representative shall be allowed to attend and speak during the meeting. Meetings may be held electronically or by telephone, and speakers shall be used to allow Directors and Owners and their designated representatives to hear all parties who are speaking during the meeting. Meetings of the Board of Directors may be closed as provided in this Article IV.

B. Closed Meetings

All or any portion of a meeting of the Board of Directors may be closed if the meeting or portion of the meeting is limited to: consideration of legal advice from an attorney or pending or contemplated litigation; personal, health, or financial information about an individual Owner, employee of the Association, or employee of a contractor for the Association; personnel matters and records; discussion of an Owner's appeal of a violation citation, or penalty imposed by the Association (unless the Owner requests that the meeting be held in an open session), and either the Board of Directors announces at the meeting or in a written notice of the meeting that the meeting will be closed and specifies the reason for closure.

C. Waiver of Notice

Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required to the Directors and any business may be transacted at such meeting; provided, however, that the notice shall still be given to the Owners in conformance with the requirements of Article III, Section I above.

D. Notice of Election

Any two persons who are designated of record as being Directors of the most recent Board of Directors (regardless of whether or not they shall still be Directors) may execute, acknowledge and record an affidavit stating the names of all of the Directors of the then current Board of Directors; provided that in the event of the disability or other incapacity of two such persons, Manager shall be empowered to execute the aforesaid affidavit. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent Directors of the Board of Directors and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

E. Fiscal Year

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

V. Maintenance, Repair and Replacement of Common Elements

It shall be the responsibility of the Board of Directors to determine questions relating to the maintenance, repair and replacement (by the same or equivalent kind, quality or class) of all Common Elements. Maintenance, repair and replacement shall not be deemed to include the alteration (substantial change in form), capital improvement (substantial betterment), or relocation (change of place) of, nor capital addition (increase in quantity or add on) to, Common Elements. Except for (i) the maintenance, repair and replacement contemplated by the preceding sentences, (ii) reconstruction for casualty damages as set forth by Section 6 of the Declaration and (iii) the new construction as set forth by Section 25 of the Declaration, there shall be no capital expenditures (fixed asset expenditures benefitting future as well as current accounting periods) for the Common Elements totaling in excess of \$50,000 in any fiscal year without first submitting the matter for consideration and approval at an annual or special meeting of the Association. Notwithstanding the foregoing, the Board of Directors shall have the power to determine questions

relating to capital expenditures for Common Elements without submitting the matter for approval of the Owners if, in the Board of Directors' reasonable judgment, such action must be taken without delay to prevent or minimize loss from further damage or deterioration of the Common Elements and/or from the interruption of the proper and efficient operation of the Camelback Inn as a going business.

VI. Common Expenses

A. Assessments

1. Within 30 days prior to the Annual Meeting, the Board of Directors shall estimate the net charges to be paid during the current fiscal year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior fiscal year's operation). The "**Estimated Cash Requirement**" shall be approved at the Annual Meeting and assessed monthly to the Owners pursuant to Section 3(f) of the Declaration. If the estimated sum proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in proportion to the Common Element Percentage Index, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board of Directors on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate.

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

3. All funds collected hereunder shall be expended for the purposes designated in the Declaration or Bylaws.

4. The omission by the Board of Directors before the expiration of any fiscal year to fix the Estimated Cash Requirement hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or a release of the Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, but the Estimated Cash Requirement fixed for the preceding year shall continue until a new requirement is fixed. Amendments to this Article VIII shall be effective only upon unanimous written consent of the Owners and their Mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

5. The Manager or Board of Directors shall keep detailed, accurate records of the receipts and expenditures affecting the Common Elements specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner at convenient hours on weekdays.

6. The Common Expense assessment attributable to any Units scheduled for demolition shall abate as of the date said Units are taken out of service by Association. As soon as new Units are completed and placed in service, the Board of Directors shall compute the fair share of current Common Expenses attributable to those Units and assess the same to the Owners thereof.

B. Default in Payment of Assessments

Each assessment (including all monthly installments under Article VI, Section A.1.) and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessments are made and shall be collectible as such. The Board of Directors shall have the right to impose a reasonable late charge for nonpayment of Common Expense payments within 15 days of the date such payments became due. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium plus interest at the highest legal rate permitted by Arizona law and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment by the Board of Directors. The said lien for nonpayment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- a. Tax and special assessment liens on the Condominium in favor of any taxing authority, and
- b. All sums unpaid on a first Mortgage of record on the Condominium.

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien provided for under this Section B upon any Condominium shall be conclusive upon the Board of Directors and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or perspective encumbrancer of a Condominium upon request at a reasonable fee, not to exceed \$250. Unless the request for a certificate of indebtedness shall be complied with within 10 days, all unpaid Common Expenses which became due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Condominium may pay any unpaid Common Expenses payable with respect to such Condominium and upon such payment such encumbrancer shall have a lien on such Condominium for the amounts paid of the same rank as the lien of his encumbrance.

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

In case of foreclosure, the Owner shall be required to pay a reasonable rental for the Condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Directors or the Manager acting on its behalf shall have the power to purchase the Condominium at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium.

VII. Meetings of the Association

The presence in person at any meeting of the Association of Owners holding 10% of the total voting power (as determined under Section 3(f) of the Declaration), in response to notice to all Owners of record properly given in accordance with Section 9 of the Declaration and Article V, Section A of these Bylaws, shall constitute a quorum. If the total number of Owners present do not hold at least 10% of the total voting power, the meeting shall be adjourned for 24 hours, at which time it shall reconvene and any number of Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may

be taken at any meeting of the Association upon the affirmative vote of a majority of the voting power of the Owners present and voting provided that a quorum is present as provided for above. Notwithstanding anything herein to the contrary, if only one of the multiple Owners of a Unit is present at a meeting of the Association or otherwise votes on actions to be taken at a meeting of the Association, said Owner shall be entitled to cast all of the votes allocated to that Unit.

A. Annual Meeting

There shall be an annual meeting of the Association (the “**Annual Meeting**”) on the third or fourth Saturday of October of each year at 9:00 a.m. at Camelback Inn or at such other reasonable place or time (not fewer than 10 nor more than 50 days before such date) as may be designated by written notice of the Board of Directors delivered to the Owners not less than 15 days prior to the date fixed for said meeting. The failure of any Owner to receive actual notice of a meeting does not invalidate any action taken at that meeting. At or prior to such meeting, the Board of Directors shall furnish to the Owners a budget for the current fiscal year that shall itemize the estimated Common Expenses, itemizing receipts and disbursements, for the preceding fiscal year, together with the allocation thereof to each Owner.

B. Special Meeting

Special meetings of the Association may be called at any time for the purpose of considering matters that by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board of Directors, or by the Owners holding 1/3 of the total voting power (as determined under Section 3(f) of the Declaration), such notice to be given by any usual means of communication to the Owners not less than 15 days prior to the date fixed for said meeting. Said notices shall specify the date, time and place for the meeting, and the matters to be considered thereat.

C. Content of Meeting Notices

Notices of any annual, regular or special meeting of the Owners shall also state the purpose for which the meeting is called, including the general nature of any proposed amendment to the Declaration or Bylaws, any changes in assessments that require approval of the Owners, and any proposal to remove a Director or Officer. The Secretary shall deliver an agenda for any meeting of the Association by hand delivery, mail, website posting, email or other electronic means.

D. Open Meetings

All meetings of the Association, , or any committees of the Association are open to all Owners or any person designated by an Owner in writing as the Owner's representative and all Owners or their designated representative shall be allowed to attend and speak during the meeting. Meetings of the Association may be held electronically or by telephone, and speakers shall be used to allow all attendees, including designated representatives of Owners, to hear all parties who are speaking during the meeting.

E. Voting

Votes allocated to a Unit shall be cast in person or by absentee ballot.

VIII. Officers of the Association

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The offices of Secretary and Treasurer may, by direction of the Board of Directors, be combined as one office. All officers must be Owners, while the President and Vice President must also be members of the Board of Directors. No officer shall receive compensation for serving as such. Officers shall be annually elected by, and may be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subject to fidelity bond coverage.

VIX. Abatement and Enjoinment of Violations by Unit Owners

The violation of any Rules or Regulations adopted by the Board of Directors or the breach of any provision of these Bylaws or the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

1. To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

X. Manager

The Board of Directors may delegate any of its duties, powers or functions (including but not limited to the authority to give the certificate provided for in Article VI B. hereof and the authority to give the subordination agreements provided for in Section 10 of the Declaration) for such period of time and upon such terms and conditions as the Board deems advisable to any person or firm designated to act as Manager. Any such delegation which extends beyond the term of office of the delegator shall be binding upon successor Boards of Directors. Neither the Board nor any of the Directors serving thereon shall be liable for any omission or improper exercise by the Manager of any of such duties, powers or functions delegated by written instrument executed by a majority of the Board of Directors.

XI. Special Committees

The Board of Directors by resolution may designate one or more special committees, each committee to consist of two or more Owners, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The members of such Special Committee or Committees designated shall be appointed by the Board of Directors. The Board of Directors may appoint Owners to fill vacancies on any of said Special Committees occasioned by death, resignation, removal or inability to act for any extended period of time.

XII. Rules and Regulations

The Board of Directors shall have the right to adopt and amend such Rules and Regulations as may be authorized by the Condominium Act and Declaration for the purpose of governing the details of the operation and use of the General Common Elements and setting forth restrictions on, and requirements respecting the use and maintenance of, Units and Limited

Common Elements. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

XIII. Audit

Any Owner may at any reasonable time at the Owner's own expense cause an audit or inspection to be made of the books of account of the Manager or Board of Directors pertaining to the Property. The Board of Directors, as a Common Expense, shall obtain an annual certified audit of the books of account pertaining to the Property and furnish copies thereof to the Owners.

XIV. Terms

All capitalized words and phrases used but not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

XV. Amendment of Bylaws

These Bylaws may be amended at a meeting of the Association by the affirmative vote of Owners holding at least 67% of the total voting power (as determined under Section 3(f) of the Declaration), which amendment shall be effective upon recordation with the Recorder of Maricopa County, Arizona; provided however, that any amendment which will alter or prohibit the operation of the Property as a resort hotel shall require the approval of all record Owners.

The President or any other officer of the Association may execute and cause to be recorded amendments to the Bylaws.

XVI. Interpretation

The provisions of these Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XVII. Severability

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

XVIII. Captions

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

XIX. Effective Date

These Bylaws shall take effect upon recording of the Declaration of which they are a part.

XX. Mailings and Notices

Whenever "written notice" or "notice" is required by these Bylaws, electronic delivery, including electronic mail and other electronic communications, shall constitute official, legally compliant notice by the Association and its Board of Directors, Officers and Committees for the

transmittal of Association documents, notices, proxies, mailings and other communications. In furtherance of the foregoing, each Owner shall provide the Board of Directors with an email address designated for the transmittal of Association documents, notices, proxies, mailings, and other communications to said Owner as provided for herein. Notice will be deemed given when sent. Notwithstanding anything in these Bylaws to the contrary, US Mail may be used for written notice or notice required by these Bylaws, however, the use of electronic communication is preferred. In the event that any Owner either requests that notices be sent by US Mail or fails to provide the Board of Directors with a valid email address for such notices, then said Owner shall bear the cost of all mailing fees associated with each notice sent by US Mail.