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F. ANN RODRIGUEZ, RECORDER
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DEPUTY RECORDER
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DOCKET: 13018
PAGE: 4301
NO. OF PAGES: 5
SEQUENCE: 20070570988
03/23/2007
AMEN 16:58
MAIL
AMOUNT PAID \$ 13.00

TTISE
PAC WEST DEVELOPMENT LLC
3002 N CAMPBELL AVE #200
TUCSON AZ 85719

Pac West Development, LLC
3002 N. Campbell Avenue, #200
Tucson, Arizona 85719

THIS AMENDMENT IS BEING RECORDED TO CORRECT A DOCUMENT THAT WAS PREVIOUSLY IN DOCKET 13004, AT PAGE 425 AND FOR NO OTHER REASON

AMENDMENT TO CASA CLUB CONDOMINIUM DECLARATION

THIS AMENDMENT ("Amendment") is made on the 21 day of March, 2007, by PAC West Development, L.L.C., an Arizona Limited Liability Company ("Declarant").

WITNESSETH:

1. Declarant is the "Declarant" under that certain Casa Club Condominium Declaration, dated March 15, 2006, and recorded on May 12, 2006 in Docket Book 12803 at Page 2915 in the Office of the County Recorder of Pima County, Arizona (the "Declarant"), and which affects the real property described in Exhibit A attached hereto, together with any easements, rights, appurtenances and privileges belonging or pertaining thereto (the "Property").
2. The Declarant Control Period, as defined in the Declaration and under Applicable law, has not expired, thus entitling Declarant to amend the Declaration.
3. Declarant wishes to amend the Declaration by modifying certain terms and provisions contained therein pursuant to the authority granted Declarant in the Declaration as well as under applicable law.

COVENANTS

NOW, THEREFORE, pursuant to the authority granted Declarant under the Declaration and applicable law, Declarant hereby amends the terms and provisions of the Declaration as follows:

1. Article 1 Definitions
 - a. Section 1.25 of the Declaration is hereby deleted in its

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entirety and the following is substituted in its place:

“1.25 “Limited Common Elements” shall mean those portions of the Common Elements specifically designated as Limited Common Elements in this Declaration and allocated by this Declaration or by applicable law for the exclusive use of one or more but fewer than all of the units including, without limitation, those Improvements that have maintenance, repair and/or replacement expense liability allocated to the Association or exclusively to the Unit Owner they are designated to serve pursuant to this Declaration. Without limiting the generality of the foregoing and to the extent a Unit owner (he, she or it) is designated the use of a Limited Common Element, Limited Common Elements include: (a) heating, ventilation and air conditioning (“HVAC”) facilities whether they are particular to a Building or those particular to a Unit Boundary, (b) covered parking spaces and related facilities, (c) exterior walls, (d) common walls (e) certain utility lines, panels and other utilities whether exterior to a particular Unit or those portions of utility lines, panels and other utility facilities that are interior to any particular Unit Boundary, (f) any porches, balconies, patios, and entryways of such location and dimensions as shown on the Plat, and (g) all exterior doors, windows (including without limitation, plate glass windows), light and other fixtures, exterior shutters, awnings, window or planter boxes and doorstops, and exterior patios.

2. Article 8.2 Maintenance of Other Portions of the Condominium.

- a. Roofs. Section 8.2.4 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

“8.2.4 The Association, through its Board, shall maintain, repair and replace, as needed and as determined by the Association, the roofs of the Buildings.”

- b. Building Exteriors. Sections 8.2.5 and 8.2.6 of the Declaration are hereby deleted in its entirety and the following is substituted in place of Section 8.2.5:

“8.2.5 The Association, through its Board, shall maintain, repair and replace, as needed and as determined by the Association, the following items exterior of the Buildings, including without limitation, exterior painting, staining and sealing, the exterior walls, light and other fixtures, plate glass, shutters, awnings, window or planter boxes, doorsteps, stoops, porches, entryways located outside of the Buildings and, as needed, from time to time, those exterior facades of the balconies as viewed from outside of the Buildings.”

“8.2.6” Intentionally Deleted.”

- c. Parking Facilities. Section 8.2.7 of the Declaration is hereby

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3. Nonperformance by Owners. Section 8.5 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

“8.5 NONPERFORMANCE BY OWNERS. If any owner fails to maintain, repair and replace, as needed, any portion of his, her or its Unit, to the extent of the Unit Boundaries and/or his, her or its Limited Common Elements (to the extent he, she or it is obligated to do so under this Declaration), and the Improvements located thereon, or pay the Association for such work as a Unit Expense, the Association, through its Board, shall have the right, but not the obligation, to enter upon such Owner’s Unit or Limited Common Elements to perform the maintenance, repairs and/or replacement not performed by the Owner, and the cost of any such work performed by or at the request of the Association shall be paid for by the Owner of the Unit, upon demand from the Association, and such unpaid amounts shall be a lien upon the Owner’s Unit and the Association may enforce collection of such Amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.”

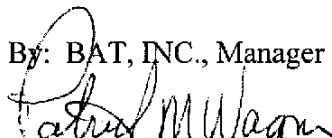
4. Remaining Terms and Provisions and Conflicts. All of the terms of the Declaration shall remain in full force and effect except as specifically modified by this Amendment, including the definitions contained in the Declaration, all of which are applicable to this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREFORE, Declarant has executed this Amendment on the day and year first above written.

DECLARANT

PAC WEST DEVELOPMENT, LLC

By: BAT, INC., Manager



PATRICK M. WAGNER, Secretary

TRUSTEE

TITLE SECURITY AGENCY OF ARIZONA,
an Arizona Corporation, as Trustee Under Trust
No. 980, only and not in its corporate capacity


By: Diane L. Sloane, Trust Officer

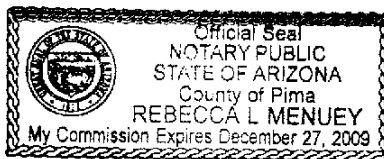
1000100 040004

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 23rd day of March, 2007, by Diane L. Sloane , as Trust Officer of TITLE SECURITY AGENCY OF ARIZONA, an Arizona Corporation, on behalf of said Trust.

Rebecca L. Menuey
Notary Public

My Commission expires:



STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 21 day of March, 2007, by PATRICK M. WAGNER, as Secretary of BAT, INC., an Arizona Corporation, as Manager of PAC WEST DEVELOPMENT, L.L.C., an Arizona Limited Liability Company, on behalf of said Limited Liability Company.

Trish Ann Hockenbury
Notary Public

My Commission expires:
6-19-2007



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F. ANN RODRIGUEZ, RECORDER
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TTISE
PAC WEST DEVELOPMENT LLC
3002 N CAMPBELL AVE #200
TUCSON AZ 85719

DOCKET: 13018
PAGE: 4297
NO. OF PAGES: 4
SEQUENCE: 20070570987
03/23/2007
AMEN 16:58
MAIL
AMOUNT PAID \$ 13.00

Tucson, Arizona 85719

THIS AMENDMENT IS BEING RECORDED TO CORRECT A DOCUMENT THAT WAS PREVIOUSLY IN DOCKET 13007, AT PAGE 359 AND FOR NO OTHER REASON

AMENDMENT TO CASA CLUB CONDOMINIUM DECLARATION

THIS AMENDMENT ("Amendment") is made on the 21 day of March 2007, by PAC West Development, L.L.C., an Arizona Limited Liability Company ("Declarant").

WITNESSETH:

1. Declarant is the "Declarant" under that certain Casa Club Condominium Declaration, dated March 15, 2006, and recorded on May 12, 2006 in Docket Book 12803 at Page 2915 in the Office of the County Recorder of Pima County, Arizona (the "Declarant"), and which affects the real property described in Exhibit A attached hereto, together with any easements, rights, appurtenances and privileges belonging or pertaining thereto (the "Property").
2. The Declarant Control Period, as defined in the Declaration and under Applicable law, has not expired, thus entitling Declarant to amend the Declaration.
3. Declarant wishes to amend the Declaration by modifying certain terms and provisions contained therein pursuant to the authority granted Declarant in the Declaration as well as under applicable law.

COVENANTS

NOW, THEREFORE, pursuant to the authority granted Declarant under the Declaration and applicable law, Declarant hereby amends the terms and provisions of the Declaration as follows:

1. Definitions. Article 1 of the Declaration is hereby amended by adding the following additional definition thereto as Section 1.23 and by renumbering the remaining sections therein accordingly: "First Mortgagee" means the holder of a First Mortgage."
2. Repair and Replacement. Section 9.6 of the Declaration is hereby amended by deleting item (b) therein and by substituting the following in its place:

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“(b) As to the common elements, owners of at least seventy-five percent (75%) of the total voting interests (based on the Allocated Percentages) and First Mortgagees representing not less than fifty-one percent (51%) of the total voting interests (based on the Allocated Percentages) of the Units that are subject to First Mortgages vote not to repair, replace or rebuild.”

3. Duration. Section 10.4 of the Declaration is hereby amended by deleting the second sentence thereof and substituting the following in its place:

“This Declaration may be terminated at any time by the written approval of the affirmative vote of Owners representing not less than eighty percent (80%) of the Allocated Percentages and First Mortgagees representing not less than fifty-one percent (51%) of the Allocated Percentages of the Units that are subject to First Mortgages.”

4. Amendment. Section 10.5 of the Declaration is hereby amended by adding the following additional subsection as Subsection 10.5.5:

“10.5.5 Any amendment to this Declaration which will have a material adverse effect on a First Mortgagee shall be approved by the First Mortgagees representing not less than fifty-one percent (51%) of the voting interest of the Units that are subject to First Mortgages (based on the Allocated Percentages). If a First Mortgagee fails to provide a response to a written proposal for an amendment to the Declaration within sixty (60) days after it receives proper notice of the proposal, the First Mortgagee shall be deemed to have approved the amendment; provided, however, that the written proposal, including the terms of the proposed amendment, was delivered to the First Mortgagee by certified or registered mail, return receipt requested.”

5. General Provisions. Article 10 of the Declaration is hereby amended by adding the following additional section as Section 10.19:

“10.19 RIGHTS OF FIRST MORTGAGEES: In addition to the other rights granted to First Mortgagees under this Declaration, each First Mortgagee and the guarantor of each First Mortgage shall be provided with timely written notice of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the First Mortgagee’s mortgage; (b) any delinquency of sixty (60) days or more in the payment of assessments or other charges owed by the Owner of the Unit on which the First Mortgagee hold a First Mortgage; (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of First Mortgagees. In order to receive notice under this Declaration, a First Mortgagee shall provide Declarant with its name and address, the description of the Unit on which it holds a First Mortgage and the name and address of the Owner of the Unit.”

6. Remaining Terms and Provisions and Conflicts. All of the terms and provisions of the Declaration shall remain in full force and effect except as specifically

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modified by this Amendment, including the definitions contained in the Declaration, all of which are applicable to this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, Declarant has executed this Amendment on the day and year first above written.

DECLARANT

PAC WEST DEVELOPMENT, LLC

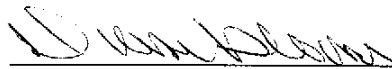
By: BAT, INC., Manager



PATRICK M. WAGNER, Secretary

TRUSTEE

TITLE SECURITY AGENCY OF ARIZONA, an Arizona Corporation, as Trustee Under Trust No. 980, only and not in its corporate capacity



By: Diane L. Sloane, Trust Officer

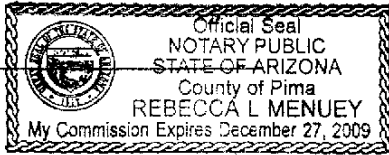
1000-100 041000

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this
23rd day of March, 2007, by Diane L. Sloane, as Trust Officer of TITLE
SECURITY AGENCY OF ARIZONA, an Arizona Corporation.

Rebecca L Menuey
Notary Public

My Commission expires:



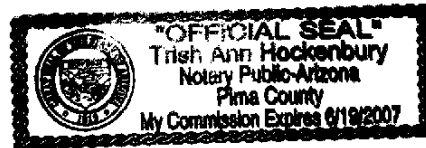
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this
21 day of March, 2007, by PATRICK M. WAGNER, as Secretary of BAT, INC.,
an Arizona Corporation, as Manager of PAC WEST DEVELOPMENT, L.L.C., an
Arizona Limited Liability Company, on behalf of said Limited Liability Company.

Trish Ann Hockenbury
Notary Public

My Commission expires:

6-19-2007



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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: YAV
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DOCKET: 12843
PAGE: 4157
NO. OF PAGES: 46
SEQUENCE: 20061320806
07/11/2006
DECLN 17:30
PICKUP
AMOUNT PAID \$ 50.00

7840 E. Broadway Blvd. Suite 210
Tucson, AZ 85710
Trust

The following Declaration is being re-recorded to attach EXHIBIT
"A" and for no other reason

RECORDER OFFICE

46

Exhibit A

Units: 101-124 in Building 100, 201-224 in Building 200, 301-324 in Building 300, 401-424 in Building 400, 500-518 in Building 500, 601-612 in Building 600, 711-718 in Building 700, 721-728 in Building 700, 811-818 in Building 800, 821-828 in Building 800, 911-912 in Building 900, 921-922 in Building 900, 1011-1018 in Building 1000, 1021-1028 in Building 1000 and LIMITED COMMON ELEMENTS and COMMON ELEMENT, CASA CLUB CONDOMINIUM, according to Declaration of Condominium recorded May 12, 2006 in Docket 12803, page 2915, and plat recorded in Book 61 of Maps, page 22, records of Pima County, Arizona, and any amendments thereto.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: BMV
DEPUTY RECORDER
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TUCSON CITY CLERK
PICK UP



DOCKET: 12803
PAGE: 2915
NO. OF PAGES: 43
SEQUENCE: 20060920583
05/12/2006
DECLN 16:17
PICKUP
AMOUNT PAID \$ 47.00

WHEN RECORDED, RETURN TO:
Patrick J. Farrell, Esq.
FARRELL & BROMIEL, P.C.
One South Church Avenue, Suite 2130
Tucson, Arizona 85701 -1656

CASA CLUB CONDOMINIUM DECLARATION

UNITS: 101-124, 201-224, 301-324, 401-424, 500-518, 601-612

UNITS: 711-718, 721-728, 811-818, 821-828

UNITS: 911-912, 921-922, 1011-1018, 1021-1028

LIMITED COMMON ELEMENTS AND COMMON ELEMENTS
TO INCLUDE: OFFICE, STREETS, PARKING, POOL, LAUNDRY,
RECREATION AREAS, LANDSCAPING, OPEN SPACE, OVERHANGS, UTILITIES,
STRUCTURAL ELEMENTS, PRIVATE SEWERS, MECHANICAL AND
MAINTENANCE FACILITIES AS SHOWN ON THE PLAT

REC'D - 04-11-06

02-15-06 02:15

S05-253

When recorded, return to:
Patrick J. Farrell, Esq.
FARRELL & BROMIEL, P.C.
One South Church Avenue, Suite 2130
Tucson, Arizona 85701 -1656

CASA CLUB CONDOMINIUM DECLARATION

THIS CONDOMINIUM DECLARATION ("Declaration") is made on the 15th day of March, 2006, by PAC WEST DEVELOPMENT, L.L.C., an Arizona Limited Liability Company ("Declarant").

WITNESSETH:

1. Declarant has a vested interest in that certain real property residential condominium project (the "Project") located in the City of Tucson, County of Pima, State of Arizona, as legally described on the Plat and in Exhibit A attached hereto, together with any easements, rights, appurtenances and privileges belonging or pertaining thereto (the "Property"), under that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions, dated October 26, 2005, entered into between University Club Apartments, L.L.C., as Seller, and Declarant, as Buyer, a Memorandum of which was recorded on March 3, 2006, in Docket Book 12753 at Page 84 in the Office of the County Recorder of Pima County, Arizona. The Property is known as "Casa Club Condominium" and is located in Tucson, Pima County, Arizona.

2. It is the intention of Declarant to develop the Property as a residential project. As is depicted on the Plat, the Property contains ten (10) buildings located thereon, known as Buildings 100, 200, 300, 400 and 500, containing three stories each, and Buildings 600, 700, 800, 900 and 1000 containing two stories each, all of which are intended to be divided up into a total of not more than one hundred seventy-nine (179) different legal and tax condominium units (each, a "Unit" and together "Units"). The identifying numbers of the units are set forth in Exhibit A.

3. It is the intention of Declarant that this Declaration apply to all of the Property.

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4. Declarant desires to create a condominium in accordance with the Arizona Condominium Act, Arizona Revised Statutes §§33-1201, *et seq.*, as the same may be amended from time to time (the "Act"), with respect to the Property, and to impose certain covenants, conditions and restrictions upon the Property in order to establish a general scheme for the development, sale, use and enjoyment of the Property, as a residential condominium for the purpose of enhancing and protecting the value, desirability and quality of life within the Property.

NOW, THEREFORE, Declarant hereby creates a condominium in accordance with and subject to the Act and applicable law with respect to the Property, and declares that the Property shall be held, conveyed, encumbered, leased, used, developed, operated, occupied, sold and improved in accordance with the Act and the easements, restrictions, limitations, covenants, and conditions contained in this Declaration, which are for the purpose of enhancing and protecting the value, attractiveness and desirability of, and which shall run with, the Property and be binding upon Declarant and upon all parties having or acquiring any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The name of the Condominium is Casa Club Condominium.

ARTICLE 1 DEFINITIONS

Unless the context clearly requires otherwise, as used in this Declaration, the following terms shall have the following meanings:

1.1 "Allocated Percentage" for each Unit or "Allocated Percentages" for more than one Unit means the undivided percentage interests in the Common Elements, the Common Expense Liability (except as otherwise allocated in this Declaration) and voting percentage in the Association which are set forth in Exhibit B attached hereto and incorporated herein by this reference, and which are based on the relative respective size of a Unit as compared with the relative aggregate size of all of the Units, subject to Special Declarant Rights.

1.2 "Architectural Review Committee, or "ARC" means the committee established by the Board pursuant to Section 2.4 of this Declaration.

1.3 "Architectural Review Committee Rules" means the rules and design guidelines, if any, adopted by, and amended from time to time by, the ARC.

1.4 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.5 "Assessments" means the annual and special assessments levied and assessed against each Unit for, *inter alia*, the cost of maintaining, improving, repairing, operating and managing the Condominium pursuant to Article 3 of this Declaration.

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1.6 "Association" means the Arizona nonprofit corporation that has been or will be organized by Declarant to administer and enforce the Condominium Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns. Declarant has formed, or will form, the Association under the name of "CASA CLUB OWNERS ASSOCIATION, INC." The Members of the Association shall be the Owners of the Units. The Association shall be organized no later than the date the first Unit is conveyed.

1.7 "Association Rules" means the rules and regulations adopted by the Association, including any amendments thereto from time to time.

1.8 "Board" means the Board of Directors of the Association.

1.9 "Building" or "Buildings" mean(s) the buildings identified on the Plat as Buildings 100, 200, 300, 400, 500, 600, 700, 800, 900 and 1000, which contain the Units.

1.10 "Building Expense" or "Building Expenses" mean(s) those maintenance, repair and/or replacement expenses set forth in this Declaration, the liability for which shall be allocated to the Owners of Units in a particular Building based on the respective Building Percentages.

1.11 "Building Percentages" means the undivided percentage liability for Building Expenses which are set forth in Exhibit C attached hereto and incorporated herein by this reference, and which are based on the respective size of a Unit relative to the aggregate size of the Building in which the Unit is located.

1.12 "Bylaws" means the Bylaws adopted by the Association, including any amendments thereto from time to time.

1.13 "City" means the City of Tucson, Arizona.

1.14 "Common Elements" means all of the Property and all Improvements located thereon, other than the portions of the Units within the Unit Boundaries, maintained or to be maintained by the Association for the common use and enjoyment of the Owners, including without limitation, the parking and driveway areas, bearing walls, columns, girders, subfloors, roofs, foundations, pipes, plumbing, wires and other utility installations (except the outlets thereof when located within a Unit) required to provide power, access ways and the areas designated as or to be designated as a common element or common elements on the Plat.

1.15 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit in the amount of the respective Allocated Percentages as set forth in Exhibit B, which shall not include liability for Building Expenses, Unit Expenses or Limited Common Elements.

1.16 "Common Expenses" means expenditures made by or financial liabilities and obligations of the Association, together with allocations for reasonable reserves for same.

1.17 "Condominium" means all the Units and the Common Elements within the Property known as Casa Club Condominium, together with all Buildings and other Improvements located thereon, and all easements, rights, privileges and appurtenances belonging thereto.

1.18 "Condominium Documents" means, collectively, this Declaration, as it may be amended from time to time, together with the exhibits attached hereto, and the Plat, the Articles, the Bylaws, the Association Rules and any ARC Rules, as the same exist from time to time.

1.19 "Declarant" means PAC West Development, L.L.C.

1.20 "Declarant Control Period" means the period of time within which Declarant shall have control of the Association, during which period Declarant or persons designated by Declarant may appoint or remove the officers and members of the Board, and may exercise Development Rights and Special Declarant Rights, provided that the Declarant Control Period shall terminate no later than the earlier of one of the following:

- A. Ninety (90) days after conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant;
- B. Four (4) years after Declarant shall have ceased to offer Units for sale in the ordinary course of business;
- C. The date that Declarant shall relinquish control of the Association by written notice to the Association, which notice may be recorded in the sole discretion of Declarant.

1.21 "Development Rights" means any right or combination of rights reserved by or granted to Declarant in this Declaration as provided in the Act, including, without limitation, the right to do any or all of the following, which rights may be exercised during the Declarant Control Period:

- A. Add real estate to the Condominium;
- B. Create easements, Units, Common Elements or Limited Common Elements within the Condominium;
- C. Subdivide Units, convert Units into Common Elements or convert Common Elements into Units within the Condominium;
- D. Withdraw real estate from the Condominium;
- E. Make the Condominium part of a larger condominium or planned community;

F. Amend this Declaration during the Declarant Control Period to comply with applicable law or to correct any error or inconsistency in this Declaration, provided that the amendment does not adversely affect the rights of any Owner; and

G. Amend this Declaration during the Declarant Control Period to comply with the rules and guidelines, in effect from time to time, of any governmental or quasi governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

1.22 "Declaration" means this Casa Club Condominium Declaration, as it may be amended from time to time.

1.23 "First Mortgage" means any mortgage or deed of trust with first priority over any other mortgage or deed of trust pertaining to the same real property.

1.24 "Improvement" or "Improvements" means buildings, driveways, monument signs or other signs, covered parking structures and other parking areas, pedestrian areas and passageways, sidewalks, waste disposal facilities, fences, walls, rocks, hedges, landscaping, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.25 "Limited Common Elements" shall mean those portions of the Common Elements specifically designated as Limited Common Elements in this Declaration and allocated by this Declaration or by applicable law for the exclusive use of one or more but fewer than all of the Units, including, without limitation, those Improvements that have maintenance, repair and/or replacement expense liability allocated as Building Expenses or Unit Expenses to less than all of the Owners. Limited Common Elements are allocated exclusively to the Units they are designed to serve. Without limiting the generality of the foregoing, Limited Common Elements include: (a) roofs, (b) heating, ventilation and air conditioning ("HVAC") facilities, (c) covered parking spaces and related facilities, (d) exterior walls, (e) common walls, (f) certain utility lines, panels and other utility facilities, (g) any porches, balconies, patios and entryways of such location and dimension as shown on the Plat, and (h) all exterior doors, windows (including, without limitation, plate glass windows), light and other fixtures, shutters, awnings, window or planter boxes, doorsteps, stoops, porches, balconies, entryways and patios that are located outside the Unit Boundaries but are designed to serve one Unit or more than one Unit, but fewer than all of the Units.

1.26 "Member" means any person, corporation, partnership, joint venture or other legal entity which owns one or more Units in the Condominium and is therefore a Member of the Association.

1.27 "Owner" means the record owner, whether one or more persons or entities, of legal, beneficial or equitable title to the fee simple interest of a Unit. Owner shall not include: (a) persons

or entities having an interest in a Unit merely as security for the performance of an obligation, or (b) a lessee or tenant of a Unit. Owner shall include a purchaser under a contract for sale of real property or any similar contract through which a seller has conveyed to a purchaser equitable title in a Unit and is obligated to convey to the purchaser the remainder of the seller's title in the Unit, whether legal or equitable, on payment in full of all monies due under the contract.

1.28 "Person" shall mean a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, limited liability company or other legal or commercial entity. In the event of a subdivision trust, as defined in A.R.S. §6-801, person means the beneficiary of the trust who holds the right to subdivide, develop or sell the real estate rather than the trust or trustee.

1.29 "Plat" shall mean that certain plat of Casa Club Condominium recorded on May 12th, 2006, in Book 61 of Maps and Plats at Page 22 in the official records of the Recorder of Pima County, Arizona, and any subsequently recorded Plat and all amendments thereto pertaining to the Property or any portion thereof.

1.30 "Project" means the residential condominium project known as Casa Club Condominium.

1.31 "Purchaser" means any person other than Declarant, who by means of a voluntary transfer becomes the Owner of a Unit.

1.32 "Special Declarant Rights" means any right or combination of rights reserved by or granted to Declarant in this Declaration as provided in the Act, including, without limitation, the right to do any or all of the following, which rights may be exercised during the Declarant Control Period:

- A. Construct Improvements provided for in this Declaration;
- B. Exercise any of the Development Rights;
- C. Maintain sales offices, management and leasing offices, signs advertising the Condominium, and models;
- D. Use easements through the Common Elements for the purpose of making Improvements within the Condominium or within real estate that may be added to the Condominium; and
- E. Appoint or remove any officer of the Association or any member of the Board during the Declarant Control Period.

1.33 "Unit" means an estate in real property, consisting of title to a Unit within the Condominium hereby established, together with a nonexclusive right to use the Common Elements and membership in the Association. Each Unit shall be a separate freehold estate. Units do not include those areas and those things which are defined as Common Elements herein. Each Unit is subject to such encroachments as are contained in the Building of which the Unit is a part or to which it is adjacent. In interpreting deeds and plans, the then-existing physical boundaries of a Unit, whether in its original state or reconstructed substantially in accordance with the original plans therefor, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the Building and regardless of minor variations between boundaries shown on the plan or deed and those of the Building of which the Unit is a part.

1.34 "Unit Boundary" or "Unit Boundaries" means the physical limits of a Unit or Units for purposes of this Declaration, which shall be deemed to include all interior common walls to the center thereof and all interior unfinished surfaces of exterior common walls and floors and ceilings. Each Unit's identifying number is as set forth on Exhibit A. All other portions of the walls, floors and ceilings are part of the Common Elements.

1.35 "Unit Expense" or "Unit Expenses" means those maintenance, repair and replacement expenses set forth in this Declaration, the liability for which shall be allocated to the Owners of the Units on an individual basis.

ARTICLE 2 THE ASSOCIATION

2.1 **RIGHTS, POWERS AND DUTIES:** The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration, together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration. The management of the Common Elements shall be vested in the Association. Unless the Condominium Documents or the Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

2.2 **BOARD OF DIRECTORS AND OFFICERS:** The affairs of the Association shall be managed and conducted by the Board and such officers and committees as the Board may elect or appoint, in accordance with the Articles and the Bylaws. The Board of the Association shall conduct regular and special meetings in accordance with the Articles and the Bylaws of the Association.

2.3 **ASSOCIATION RULES:** The Board may, from time to time, and subject to the provisions of this Declaration and the Act, adopt, amend and repeal rules and regulations. The Association Rules may restrict and govern the use of any area by any Owner or by any lessee, invitee

or licensee of such Owner; provided, however, that the Association Rules may not unlawfully discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be available for inspection by the Members at reasonable times. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth verbatim in, and were a part of, this Declaration.

2.4 ARCHITECTURAL REVIEW COMMITTEE: The Board shall establish the ARC, consisting of not less than three (3) persons appointed by the Board to regulate the external design, appearance and use of the Condominium and to perform such other functions and duties as may be imposed upon it by this Declaration, the Bylaws or the Board. The ARC may promulgate rules for approval by the Board concerning the standards and procedures for architectural review.

2.5 IDENTITY OF MEMBERS: Membership in the Association shall be limited to Owners of Units. An Owner of a Unit shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his, her or its ownership ceases for any reason, at which time his, her or its membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

2.6 TRANSFER OF MEMBERSHIP: Membership in the Association shall be appurtenant to each Unit, and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer or sale of a Unit and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record or other legal process. Upon the transfer or sale of a Unit, the Association shall record the transfer upon its books, confirming the automatic transfer of membership of that Unit as provided in Section 2.5 above. Any attempt to make a prohibited transfer shall be void and of no force and effect, and shall not be reflected upon the books and records of the Association.

2.7 VOTES OF MEMBERS: The Association shall have one (1) class of voting membership with each Member entitled to a weighted vote based on the Allocated Percentage for each Unit owned as set forth in Exhibit B; provided, however, that, notwithstanding any other provision of this Declaration, Declarant shall have the right, in its sole discretion, to appoint members of the Board and the officers of the Association until the expiration of the Declarant Control Period.

2.8 JOINT OWNERSHIP: When more than one (1) person is the Owner of any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) ballot be cast with respect to any Unit. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Unit. In the event

more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

2.9 CORPORATE OWNERSHIP: In the event any Unit is owned by a corporation, partnership, limited liability company or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Unit an individual who shall have the power and authority to vote said membership, and in the absence of such designation and until such designation is made, the president, general partner, manager or chief executive officer of such corporation, partnership, limited liability company or association, or an otherwise duly authorized agent, shall have the power to vote for that membership.

2.10 SUSPENSION OF VOTING RIGHTS: In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Condominium Documents for a period of ten (10) days or more, said Owner's right to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments, including accrued interest, late charges and attorney's fees, are brought current. In addition, the Board may suspend an Owner's right to vote for a period not to exceed sixty (60) days for any other infractions of the Condominium Documents.

ARTICLE 3 COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS: The Declarant, for each Unit owned by the Declarant, hereby covenants, and each Owner of a Unit, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Unit, is deemed to covenant and agree to pay to the Association annual assessments, special assessments and other charges as set forth herein (including, without limitation, those charges contemplated in Section 8.2 below) or as otherwise made or levied by or in favor of the Association pursuant to this Declaration, the Articles and/or the Bylaws. The Assessments and such other charges, together with interest, late fees, costs and reasonable attorney's fees, shall be a continuing lien upon the Unit against which each such Assessment or such other charge is made. Each such Assessment and such other charge, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time when the Assessment or such other charges shall become due. The personal obligation for delinquent Assessments and such other charges shall not pass to the Owner's successors in title unless expressly assumed by them.

3.2 PURPOSE OF ASSESSMENTS: The Assessments levied by the Association shall be used exclusively for: (a) payment of the Common Expenses; (b) the maintenance, repair and replacement of and security for the Common Elements, Limited Common Elements (including, without limitation, the cost of advancing those charges contemplated in Article 8 below) and the other portions of the Condominium specifically identified in this Declaration to be maintained,

repaired and replaced by the Association; (c) promoting the health, safety and welfare of the Owners of Units within the Condominium and the common good of the Condominium; and (d) the performance and exercise by the Association of its rights, duties and obligations under the Condominium Documents.

3.3 ANNUAL ASSESSMENT:

3.3.1 Annual Assessments shall be determined and fixed by the Board and shall be assessed against and paid by each Owner in order to provide for the operation and management of the Association and to provide funds for the Association to perform its duties and obligations under the Condominium Documents, including, without limitation, the payment of taxes, insurance, maintenance, repair and replacement costs, as applicable, and the establishment of adequate replacement and maintenance reserves. The Board is authorized to adopt and amend budgets of the Association from time to time. The Board, for each calendar year of the Association, commencing with the year in which the first Unit is conveyed to a Purchaser, shall assess against each Unit an Annual Assessment. The amount of the Annual Assessment shall be in the sole discretion of the Board. The Board shall use reasonable efforts to give thirty (30) days' notice prior to the beginning of each calendar year of the amount of the Annual Assessment for the next calendar year, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment.

The Board is expressly authorized to adopt and amend the Association's budget from time to time without the approval of the Owners and shall provide a summary of any such budget or amended budget to the Members within a reasonable period of time after the adoption of same by the Board.

3.3.2 If the Board determines during any calendar year that its funds budgeted or available for that calendar year are, or will become, inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Annual Assessment for that calendar year, and the revised Annual Assessment shall commence on the date designated by the Board. No such increase in the Annual Assessment for any fiscal year which would result in the Annual Assessment for such fiscal year increasing more than fifteen percent (15%) shall become effective until approved by those Members entitled to cast at least sixty percent (60%) of the votes allocable to the Units at a meeting duly called for such purpose; provided, however, that, notwithstanding the foregoing, such approval by the Members shall not be required and the Board shall have the right, in its sole discretion, to so increase the Annual Assessment until the expiration of the Declarant Control Period.

3.3.3 The Board shall reconcile the aggregate amount of expenses with the aggregate amount of Annual Assessments received by the Association during a calendar year on or before April 1 of the next succeeding calendar year, and shall report the results of such reconciliation to the Members within a reasonable time thereafter.

3.4 SPECIAL ASSESSMENTS: In addition to the Annual Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Elements and the other portions of the Condominium specifically identified in this Declaration to be maintained, repaired and replaced by the Association, including, without limitation, fixtures and personal property related thereto, or for any other lawful Association purpose, including, without limitation, to defray any unanticipated or underestimated expense normally covered by an Annual Assessment, provided that any such Special Assessment shall have the assent of Members having at least sixty percent (60%) of the votes allocable to the Units at a meeting duly called for such purpose; provided, however, that, notwithstanding the foregoing, such approval by the Members shall not be required and the Board shall have the right, in its sole discretion, to so levy a Special Assessment until the expiration of the Declarant Control Period. The payment of a Special Assessment shall be due within fifteen (15) days after notice thereof shall have been given to the Members.

3.5 NOTICE AND QUORUM: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3.3 or 3.4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies (when authorized by applicable law) entitled to cast not less than thirty-five percent (35%) of the votes allocable to the Units shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned, subject to notice that shall be given not less than ten (10) days before the adjourned meeting date, and the required quorum at the adjourned meeting shall be one-half (1/2) of the quorum required for the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

3.6 DATE OF COMMENCEMENT: Annual and Special Assessments shall commence for all Owners, including Declarant, upon the imposition of the initial Assessment by the Association. Unless otherwise determined by the Board, Annual Assessments shall be paid in advance on a monthly basis, commencing on the first day of the calendar year following written notice of the Annual Assessment for that year; provided, however, that, if the Board shall fail to give such notice by the first day of the calendar year, the first monthly payment shall be due within ten (10) days after such notice shall have been given and further monthly payments shall be due on or before the first day of each calendar month thereafter for the remainder of that calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments on a specified Unit have been paid and the date through which they are so paid.

3.7 RATE OF ASSESSMENT: Both Annual and Special Assessments must be fixed at a rate for each Unit that corresponds to the Allocated Percentage for such Unit except as otherwise provided in Section 3.13. Notwithstanding the foregoing, the Assessment for any Unit on which construction of the improvements thereto has not been substantially completed shall be an amount which is equal to twenty-five (25%) percent of the Assessment for Units on which construction of the improvements thereto has been substantially completed based on the Allocated Percentages for the respective Units. However, in the event of a deficiency in Assessments to pay the Common Expenses as a result of Declarant having paid a reduced Assessment, then Declarant shall be obligated to pay to the Association the amount of any deficiency so that it may timely pay all Common Expenses.

3.8 EFFECT OF NONPAYMENT OF ASSESSMENTS OR OTHER CHARGES; REMEDIES OF THE ASSOCIATION:

3.8.1 Any Assessment, any installment of an Assessment or any charge by the Association against an Owner not paid within ten (10) days after the due date of the Assessment, the installment of the Assessment or such charge shall bear interest from the due date at the rate of fifteen percent (15%) per annum or the highest interest rate permitted by law, whichever is lower. In addition to the interest charges, there shall be a late fee of five percent (5%) of the amount due per month for each month any Assessment, installment thereof or such charge remains delinquent.

3.8.2 Any Assessment, any installment of an Assessment or any charge by the Association against an Owner which is delinquent shall be a charge, and shall be secured by a continuing lien, on the Unit in favor of the Association against which such Assessment or charge shall be made, pursuant to the Act and/or this Declaration. The Association may record a "Notice of Claim of Lien", which shall set forth: (a) the name of the delinquent Owner as shown on the records of the Association; (b) the legal description and street address of the Unit against which the claim of lien is made; (c) the amount claimed as of the date of the recording of the Notice, including interest, late fees, lien recording fees and reasonable attorney's fees; and (d) the name and address of the Association. The Association's lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for tax, bond, assessment or other levies which, by law, are superior thereto, in favor of any municipal or other governmental body, and the liens which are specifically described in Section 3.9 of this Declaration.

3.8.3 Before recording a lien against any Unit, the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments and/or other charges, together with interest and other allowable charges, stating the date due and the amount of the delinquency through that date. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after such demand, the Association may record a Notice of

Claim of Lien against the Unit of the defaulting Owner. The Association shall not be obligated to release any lien recorded pursuant to this section until all delinquent Assessments and/or other charges, interest, late charges, lien fees and reasonable attorney's fees have been paid in full, whether or not all of such amounts are set forth in the Notice of Claim of Lien.

3.8.4 The Association shall have the right, at its option, to enforce collection of any delinquent Assessments and other charges, together with interest, late charges, lien fees, reasonable attorney's fees and any other sums due to the Association in any manner allowed by law, including, but not limited to: (a) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and/or other charges, and such action may be brought without waiving any lien securing any such delinquent Assessments and/or other charges; or (b) bringing an action to foreclose its lien against the Unit and sell the Unit in the manner provided by law for the foreclosure of a realty mortgage. Any such enforcement, foreclosure or sale action may be taken without regard to the value of such Unit, the solvency of the Owner thereof or the relative nature of the Owner's default. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale. It shall be a condition of any such sale, and any judgment or order shall so provide, that the purchaser at such sale shall take the interest in the Unit sold subject to this Declaration. In the event that the Owner against whom the original Assessment was made is the purchaser or redeemer, the lien shall continue in effect and said lien may be enforced by the Association for the Unit's Assessments and other amounts that were due prior to the final conclusion of any foreclosure sale or equivalent proceeding. Further, notwithstanding any foreclosure of the lien or sale of the Unit, any Assessments and other amounts due after application of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Unit to the Association, and the Board may use reasonable efforts to collect the same from said defaulting Owner even after such Owner is no longer a Member of the Association.

3.8.5 In addition to all other remedies provided for in this Declaration or at law or in equity, the Board may suspend the Association voting rights and/or rights to use the Common Elements of a Unit Owner who is in default in the payment of any Assessment or any other amount due to the Association as provided in this Declaration and/or in the Bylaws for so long as any such default continues, and the Board also may suspend the voting rights and the rights to use of the Common Elements by any such Owner for a reasonable period not to exceed sixty (60) days in the event of any other type of default hereunder; provided, however, that no such suspension of rights for non-monetary defaults shall occur without notice to the Owner and an opportunity to be heard by the Board, and in no event shall an Owner's right of access to such Owner's Unit across the Common Elements be impaired.

3.9 SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the Association for delinquent Assessments and other charges provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a lien superior to the assessment lien shall extinguish the lien of such Assessment or other charges as to payments which shall become due prior to such sale or transfer. No sale or transfer shall relieve such Unit or its Owner from liability for any Assessments or other charges thereafter accruing or from the lien thereof.

3.10 EXEMPTION OF OWNER: No Owner of a Unit may exempt himself, herself or itself from liability for Assessments or other charges levied against his, her or its Unit or for other amounts which he, she or it may owe to the Association under the Condominium Documents by waiver and/or non-use of any of the Common Elements and/or other portions of the Condominium or by the abandonment of his, her or its Unit.

3.11 MAINTENANCE OF RESERVE FUND: The Association may establish and maintain an adequate reserve fund out of the Annual Assessments for the periodic maintenance, repair and replacement of the Common Elements and the other portions of the Condominium specifically identified in this Declaration to be maintained, repaired and replaced by the Association.

3.12 NO OFFSETS: All Assessments and other charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments and other charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents.

3.13 ALLOCATION OF ASSESSMENTS: The Owners of each Unit, including those owned by Declarant, shall pay their percentage share of each Annual and Special Assessment based upon each Owner's Allocated Percentage such that shares in proportion to the Owners' Allocated Percentages shall be allocated to each Unit. Common Expenses associated with the maintenance, repair or replacement of a Common Element or a Limited Common Element benefitting fewer than all of the Units shall be assessed among such benefitted Unit Owners in the proportion that their Allocated Percentages bear to one another, unless such Common Expense results from damage or destruction to the Common Elements or the Limited Common Elements by any Unit Owner, in which case such Unit Owner shall be liable to the Association for all damage to the Common Elements or the Improvements at issue (in an amount not less than the full replacement value of such damaged property). Such responsibility of an individual Unit Owner shall also vest in the event that the damage is caused by any occupant, guest or invitee of or to said Owner's Unit. Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment is entered in proportion to their Common Expense liabilities. If Common Expense liabilities are reallocated, any Common Expense Assessments or installments thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

3.14 OTHER REMEDIES: The rights, remedies and powers created and described in this Article 3 above and elsewhere in this Declaration, the Articles or the Bylaws, are cumulative and may be used or employed by the Association in any order or combination, except as specifically provided to the contrary herein. Without limiting the terms and provisions of the foregoing sentence, suits to recover a money judgment for unpaid Assessments, interest, costs, expenses, attorneys' fees and/or other amounts due hereunder, to obtain the specific performance of obligations imposed hereunder and/or to obtain injunctive relief may be maintained without foreclosing, waiving, releasing or satisfying the liens created for Assessments or other amounts due hereunder.

**ARTICLE 4
PERMITTED USES AND RESTRICTIONS**

In addition to all of the covenants contained herein, the use of the Condominium and the Property, and each Unit therein, is subject to the following:

4.1 RESIDENTIAL USE: The Units may be used only for residential use, except that Declarant, its successors or assigns, may use any unit or units owned by Declarant or its successors or assigns, as applicable, for a model unit and display and/or sale and/or management offices.

4.2 PLAT: The Plat in general shall govern the development of the Property.

4.3 BUILDING SQUARE FOOTAGE AND CONFIGURATION:

4.3.1 Buildings 100, 200, 300, 400 and 500 are three (3) stories each and shall not exceed a total of sixty-six thousand one hundred two (66,102) square feet.

4.3.2 Buildings 600, 700, 800, 900 and 1000 are two (2) stories each and shall not exceed a total of forty-two thousand three hundred eighty-four (42,384) square feet.

4.4 MECHANICAL EQUIPMENT: All exterior mechanical equipment shall be architecturally integrated into the overall designs of the Buildings and the Project. Mechanical equipment located on the roof of any Building shall be visually screened.

4.5 COMMUNICATIONS EQUIPMENT: No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Buildings constructed on the Property unless and until the same have been approved in writing by the ARC, subject to applicable law. All such communications equipment shall be screened by the use of parapets.

4.6 LIGHTING: Any lighting standards located on the property shall be restricted to a maximum of twenty-two (22) feet in height.

4.7 PARKING: Parking shall be allowed as designated on the Plat. Covered parking shall be reserved and shall be allocated by Declarant at the time of the sale of the Units. Such allocations of covered parking spaces are reflected on the Plat as Limited Common Elements assigned to particular Units.

4.8 WINDOW COVERINGS; STORAGE: No kind of foil or darkening screen visible outside of the Unit shall be placed upon the windows of any Unit, nor shall any balconies or patios, as applicable, of any Unit be used for the storage of motorized vehicles of any nature or for the storage of unsightly, broken or poorly manufactured furniture or other such objects, the storage of which shall constitute a nuisance under this Article 4.

4.9 WASTE DISPOSAL: Dumpsters or similar waste disposal items shall be located adjacent to each Building and shall be fully screened and concealed. No garbage, rubbish or trash shall be placed or kept on any Unit except in sanitary covered containers. Subject to Section 8.2.2 below, no rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Unit, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No incinerators shall be kept or maintained on any Unit.

4.10 SANITATION: No Owner shall permit any thing or condition to exist upon any Unit or the Common Elements which could induce, breed or harbor infectious plant diseases or noxious insects.

4.11 LANDSCAPING: Landscaping for the Project shall comply with the Landscaping requirements set forth by the ARC (as shall be approved by the Board) and shall also comply with the Plat. No trees, bushes, shrubs or plants shall be planted, placed or removed until the plans and specifications for the species and placement and removal of any such trees, bushes, shrubs or plants have been submitted to and approved in writing by the ARC.

4.12 DRAINAGE: When feasible, drainage and runoff shall be channeled to landscaped vegetation. Drainage under or through perimeter walls shall be designed so as to provide reasonable assurances that it will not back up water onto adjacent properties.

4.13 NUISANCE: No noxious, illegal or offensive trade or activity shall be conducted at or carried on upon any Unit or any part of the Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the surrounding area, or which shall in any way interfere with the quiet enjoyment of each of the Owners of the Property or which shall in any way increase the rate of insurance or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any Building or Unit. No nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Units.

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4.14 SIGNAGE: No billboards and no signs of any nature shall be allowed on the Property unless the ARC approves such signs. The ARC may adopt standards for signs and shall publish said standards to all owners. No unsightly objects or nuisance shall be erected, placed or maintained on any part of the Property. In addition, temporary signs (including, without limitation, "for sale" or "for rent" signs) shall be allowed on the Property only in designated areas, as determined by the Board.

4.15 REPAIRS: No Unit at the Property shall be permitted to fall into disrepair, and each such Unit, to the extent within the Unit Boundaries and Limited Common Elements allocated to each such Unit, shall at all times be kept in good condition and repair by the Owner thereof.

4.16 UTILITY EASEMENTS AND COMMON ELEMENTS: No structure, landscaping or other Improvement shall be placed, erected or maintained by any Owner upon any portion of the Common Elements or any other area designated as a public utility easement which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in such easement areas or which may obstruct or retard the flow of water through drainage channels in such easement areas. Such public utility easement areas, and all Improvements thereon, shall be maintained by the Owner of the Unit on which the easement area is located unless such easement area is maintained by the Association, the utility company or a county, municipality or other public authority.

4.17 ENCROACHMENTS: No tree, shrub, or planting of any kind on any Unit shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet. The Common Elements and all Units shall be subject to an easement for overhangs and encroachments by walls, fences or other structures upon adjacent Units and Common Elements as constructed by Declarant or as reconstructed or repaired in accordance with the original plans and specifications or as a result of repair, shifting, settlement or movement of any such structure.

4.18 MINERAL EXPLORATION: No Unit shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind, and no derrick or other equipment designed or intended for any such activity shall be erected, placed, constructed or maintained on any Unit.

4.19 ARC APPROVAL OF IMPROVEMENTS AND ALTERATIONS:

4.19.1 Subject to the exemption of Declarant under Subsection 4.19.8 below, no new construction, addition, alteration, repair, change or other work which in any way alters the exterior appearance, including, without limitation, the exterior color scheme of any Unit, any window coverings, any wall, obstruction, screening or structure of any kind, or the Improvements located thereon, from its appearance on the date the Unit was conveyed by Declarant to an Owner shall be made or done without the prior, written approval of the ARC. There shall be no construction,

alteration or removal of any structure or improvement in or to the Condominium which would impair or affect the integrity or stability of any existing structure. Any Owner desiring approval by the ARC for any new construction, addition, alteration, repair, change or other work which alters the exterior appearance of his, her or its Unit, or the Improvements located thereon, shall submit to the ARC a written request for approval, specifying in detail the nature and extent of the new construction, addition, alteration, repair, change or other work, including construction plans with material specifications, which the Owner desires to perform.

4.19.2 Any Owner requesting the approval by the ARC shall also submit to the ARC any additional information which the ARC may request, including, without limitation, such plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements and/or alterations requested by the Owner. The ARC may consider, in rendering or denying its approval, the quality of workmanship, design and harmony of external design with existing structures, as well as the location in relation to surrounding structures, topography and finished grade elevation. All plans submitted to the ARC shall bear the approval of the City of Tucson and/or Pima County, as applicable, if required by law or ordinance, and shall be sent by certified mail or personal delivery.

4.19.3 In the event that the ARC fails to approve or disapprove an application for approval in writing within sixty (60) days after the application, together with all supporting information, plans and specifications requested by the ARC, has been received by it, then the ARC will be deemed to have approved the application, and the Owner who requested approval of such plans shall be deemed to have complied with this Section 4.19.

4.19.4 The approval by the ARC of any addition, alteration, repair, change or other work pursuant to this Section 4.19 shall not be deemed a waiver of the ARC's right to withhold approval of any similar addition, alteration, repair, change or other work subsequently submitted for approval. If an Owner fails to receive such approval, the Association shall have authority to request the removal of such building, addition, alteration or other improvement at the Owner's expense.

4.19.5 Upon receipt of approval from the ARC for any new construction, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or build the new construction, addition, alteration, repair, change or other work approved by the ARC with diligence and as soon as practicable and shall pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the ARC.

4.19.6 Whether or not such approval shall be given by the ARC, the Owner shall deliver to the ARC, upon the request of the ARC, a reasonable review fee that

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shall be determined by the ARC, as the same may be adjusted from time to time. The ARC, on behalf of the Association, shall have the authority to engage the services of an architect or other design professional to assist it in the review process, and any Owner requesting approval shall be responsible to reimburse the Association for the compensation that shall be paid or payable to such architect or other design professional in connection with such review process.

4.19.7 Approval by the ARC shall not be deemed or interpreted to be a warranty or confirmation of any kind concerning the construction of the proposed improvements, additions, alterations, repairs or modifications, and the Owner proposing the same and his, hers or its agents and contractors shall be solely responsible therefor.

4.19.8 The restrictions contained in this Subsection 4.19 shall not apply to Declarant in any manner.

4.20 COMMON WALLS: Common walls shall be walls constructed on the boundary line between any two (2) or more Units. With respect to any such common wall, each and all of the adjoining Owners shall assume the burdens and be entitled to the benefits of this Declaration with respect to such walls, and, to the extent of any internal inconsistency herein, the general rules of law regarding party walls shall be applicable thereto. The rights and duties of Owners of Units with respect to common walls shall be as follows:

4.20.1 The Owners of contiguous Units who have a common wall shall both/all equally have the right to use such wall, provided that such use by any Owner does not interfere with the use and enjoyment of the same by any other Owner.

4.20.2 In the event that any common wall is damaged or destroyed through the act of an Owner or such Owner's employee, agent, tenant, guest, invitee or licensee, it shall be the obligation of such Owner to promptly rebuild and repair the common wall to as good a condition as formerly existed without cost to the other Owner or Owners or to the Association.

4.20.3 In the event any such common wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his, her or its employees, agents, tenants, licensees, invitees, guests or family (including wind damage, ordinary wear and tear and deterioration from lapse of time) then, in such event, both/all such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly existed at their joint and equal expense.

4.20.4 Notwithstanding any other provision of this section, an Owner who, by his, her or its negligent or willful act or the negligence or wilful act of his, her or its employee, agent, tenant, licensee, invitee, guest or family, causes any common

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COMMON WALLS

wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

4.20.5 The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.20.6 In addition to meeting the other requirements of this Declaration and the requirements of building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a common wall shall first obtain the written consent of the adjoining Owners and the ARC pursuant to Section 4.19 above.

4.20.7 In the event any common wall encroaches upon a Unit, the Common Elements or Limited Common Elements, a valid easement for such encroachment and for the maintenance of the common wall shall and does exist in favor of the Owners of the Units which share such common wall.

4.21 OUTDOOR BURNING: There shall be no outdoor burning of trash or other debris at the Property.

4.22 ANIMALS: No animals or birds of any kind shall be raised, bred or kept in any Unit or on any portion of the Property except for domestic animals and birds which do not exceed thirty (30) pounds in weight.

4.23 LIABILITY OF OWNERS FOR DAMAGE TO COMMON ELEMENTS: The Owner of each Unit shall be liable to the Association for all damage to the Common Elements or any Improvements thereon (in an amount not less than the full replacement value of such damaged property) caused by such Owner or any occupant, employee, agent, guest, licensee, or invitee of or to his, her or its Unit to the extent such Owner is responsible therefor under the statutory or case law of the State of Arizona.

4.24 NO WARRANTY OF ENFORCEABILITY: While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 4 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Unit in reliance upon one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof, and by acquiring the Unit, agrees to release Declarant from any responsibility therefor.

**ARTICLE 5
EASEMENTS**

5.1 **UTILITY EASEMENT:** Subject to Section 4.16 above, there is hereby created a blanket easement upon, across, over and under the Common Elements and the Limited Common Elements: (a) for ingress, egress and the installation, replacement, repair and maintenance of all utilities approved by Declarant or the Board, including, but not limited to, water, sewer, gas, telephone, electricity and a cable television system, and (b) as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain any necessary facilities and equipment on the Common Elements and the Limited Common Elements. This easement shall in no way affect any other recorded easements on the Common Elements and the Limited Common Elements.

5.2 **EASEMENT FOR INGRESS AND EGRESS:** An Easement for ingress and egress is hereby reserved to Declarant, the Owners, and their tenants, employees, agents, licensees, invitees and visitors for vehicular and pedestrian traffic on, over, through and across all driveways, parking areas (except reserved parking), sidewalks, paths, walks and lanes as the same from time to time may exist upon the Common Elements, and for such other purposes reasonably necessary to the use and enjoyment of a Unit or the Common Elements.

5.3 **RIGHT OF ENTRY:** During reasonable hours, any member of the ARC, any member of the Board, any authorized representative of the Association or the ARC, or Declarant or Declarant's representative, shall have the right to enter upon and inspect any Unit, including the interior thereof, for the purposes of making inspections to determine whether the provisions of this Declaration, the Association Rules and/or the Architectural Review Committee Rules are being complied with by the Owner of said Unit; provided, however, that no such entry shall be permitted without written notice (at least twenty-four (24) hours in advance of such entry, unless an emergency shall exist) and reasonable cause for entry. In addition, in the event of an emergency (including, without limitation, a fire) that may threaten to damage other Units, the Common Elements or the Limited Common Elements, any member of the ARC, any member of the Board, any authorized representative of the Association or the ARC, or Declarant or Declarant's representative, shall have the right to enter upon and inspect any Unit, including the interior thereof, for the purposes of: (a) determining the nature and extent of such emergency, and (b) taking reasonable action to protect property and persons. In that event, no notice of entry shall be required. In addition, Declarant shall have an easement over, upon, across and through the Common Elements for purposes of discharging or performing any obligations of Declarant herein or under Arizona law or for the purpose of exercising the Special Declarant Rights.

5.4 **EASEMENT FOR MAINTENANCE:** The Association shall have an easement upon, across, over and under the Common Elements, the Limited Common Elements and the Units for the purpose of repairing, maintaining and replacing, and providing security for, the Common Elements and the Limited Common Elements, and the other portions of the Condominium specifically

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identified in this Declaration to be maintained, repaired and replaced by the Association, and for performing all of the Association's other rights, duties and obligations under the Condominium Documents. The Association shall further have the right to grant easements, licenses and permits over the Common Elements, the Limited Common Elements and the Units for utilities, roads, pathways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Limited Common Elements consisting of porches, balconies, patios and entryways designed to serve a single Unit shall be allocated to the Unit they are designed to serve.

5.5 DECLARANT'S AND ASSOCIATION'S EASEMENT: An easement is hereby reserved by Declarant and the Association upon, across, over and under the Units for the purpose of constructing, maintaining, and/or repairing all Improvements to the extent they or either of them shall be obligated to do so.

5.6 ENCROACHMENT EASEMENTS: Each Unit is hereby declared to have an easement over all adjoining Units and the Common Elements for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of Buildings or any other similar cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if the encroachment occurred due to the wilful misconduct of such Owner. If a Unit or a Building is partially or totally destroyed and then repaired or rebuilt, the Owners of all Units agree that minor encroachments over adjoining Units or the Common Elements shall be permitted, and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

ARTICLE 6 PROPERTY RIGHTS

6.1 OWNERS' EASEMENT OF ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Elements, but not in and to the Limited Common Elements. Said easement shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

6.1.1 the right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements and facilities located thereon;

6.1.2 the right of the Association to suspend the rights of an Owner to use the Common Elements for any period during which any Assessment or other charge against his, her or its Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Condominium Documents; and

6.1.3 the right of the Association to dedicate or transfer (including, but not limited to, mortgage) all or any part of the Common Elements (but not any part of the

Limited Common Elements) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that all such dedications and transfers shall be subject to easements in favor of the Owners for ingress and egress through the Common Elements to their respective Units.

6.2 VESTED RIGHTS IN COMMON ELEMENTS AND LIABILITY FOR COMMON EXPENSES: The undivided interests in the Common Elements, pursuant to the Allocated Percentages, are vested in the Owners. In addition, each Unit is allocated, pursuant to the Allocated Percentages, the Common Expenses and the Common Expense Liability except as otherwise provided in Section 3.13.

6.3 CONVEYANCE OF INTERESTS, RIGHTS AND EASEMENTS: The interests (including common interests), rights and easements described in this Declaration as being part of or allocated to each respective Unit are to be conveyed only as part of or with the respective Unit and cannot be changed except as set forth herein. When a Unit is conveyed, it shall include the Unit and all of the interests, rights and easements referred to in the preceding sentence, all of which shall be deemed to be conveyed or encumbered with the Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

6.4 PARTITION PROHIBITED: The Common Elements and the Limited Common Elements shall remain undivided as set forth above. Unless otherwise expressly authorized herein, no Owner except Declarant (pursuant to the Development Rights reserved to Declarant by this Declaration), shall bring any action for partition, subdivision or relocation of the boundaries of a Unit, it being agreed that this restriction is necessary in order to preserve the rights of Declarant with respect to the operation and management of the Condominium. Judicial partition by sale of a single Unit owned by two or more Persons and division of the sale proceeds is not prohibited hereby, but partition of title to a single Unit or physical partition of a Unit is so prohibited.

ARTICLE 7 CONVERSION

7.1 CONVERSION FROM MULTI-FAMILY RENTAL: The Property comprising the Condominium is a conversion from multi-family rental to condominiums.

7.2 ORIGINAL CONSTRUCTION: The original construction of the Improvements on the Property was completed in October 31, 1984 as to Buildings 100 through 600 and July 16, 1987 as to Buildings 700 through 1000.

7.3 ORIGINAL OWNER, BUILDER, DEVELOPER AND GENERAL CONTRACTOR: The names and addresses of the original owner, builder, developer and general contractor of the Property and the Improvements thereon, as shown on the applicable city building permit are as follows:

ORIGINAL OWNER

Horton and Ruth Aronoff
Address unavailable
(Buildings 100 through 600 and common areas)

Raymond H. and Susan I. Lamberson
Address unavailable
(Buildings 700 through 1000 and common areas)

DEVELOPER

Campbell-Blacklidge Partnership
5200 East Grant Road
Suite 604
Tucson, Arizona 85712
(Buildings 100 through 600 and common areas)

Campbell-Adelaide Limited Partnership
P.O. Box 3577
Tucson, Arizona 85722
(Buildings 700 through 1000 and common areas)

BUILDER

Hilro Construction
Address unavailable
(Buildings 100 through 600 and common areas)

Drew Construction
Address unavailable
(Buildings 700 through 1000 and common areas)

GENERAL CONTRACTORS

Hilro Construction
Address unavailable
(Buildings 100 through 600 and common areas)

Drew Construction
Address unavailable
(Buildings 700 through 1000 and common areas)

7.4 SUBSEQUENT OWNERS: The name and address of each subsequent owner of the Property, as determined by a search of the Pima County Recorder's records, are as follows:

Campbell-Blacklidge Partnership
5200 East Grant Road
Tucson, Arizona 85712
(Buildings 100 through 600 and common areas)

Campbell-Adelaide Limited Partnership
P.O. Box 3576
Tucson, Arizona 85722
(Buildings 100 through 600 and common areas)

Tucson Office 04-1000

Tucson Office

Campbell-Blacklidge Limited Partnership
5200 East Grant Road
Tucson, Arizona 85712
(Buildings 700 through 1000 and common areas)

Scotia Club Joint Venture
Address unavailable
(Buildings 700 through 1000 and common areas)

Adelaide/Blacklidge Associates Limited Partnership
c/o The New Group, Ltd.
3730 East Sumo Septimo
Tucson, Arizona 85718
(Buildings 700 through 1000 and common areas)

University Club Apartments, L.L.C.
2285 West Ina Road
Suite 111
Tucson, Arizona 85741

7.5 ADDITIONAL INFORMATION: Declarant shall provide the following information on the request of any Owner: (i) the name and address of any builder, developer, general contractor, subcontractor, architect and engineer who designed or made improvements to the Property immediately before the first Unit was sold; and (ii) a specific description of all improvements made on the Property.

ARTICLE 8 MAINTENANCE AND REPAIR

8.1 MAINTENANCE OF COMMON ELEMENTS: The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, and may, without any approval of the Owners being required, do any manner of maintenance, repair and replacement of the Common Elements, including without limitation, the following:

8.1.1 Reconstruct, repair, replace or refinish any Improvement or portion thereof located on the Common Elements;

8.1.2 Construct, reconstruct, repair, replace or refinish any portion of the Common Elements used as a road, street, walk, driveway or parking area;

8.1.3 Replace injured and diseased trees or other vegetation in the Common Elements, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for drainage or the conservation of water and soil and for aesthetic purposes;

8.1.4 Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

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8.1.5 Pay before delinquent ad valorem real property taxes assessed against the Common Elements; and

8.1.6 Do all such other and further acts which the Board deems necessary to preserve and protect the Common Elements and the appearance thereof, in accordance with the general purposes specified in this Declaration.

8.2 MAINTENANCE OF OTHER PORTIONS OF THE CONDOMINIUM: The Association and each Owner shall maintain, repair and replace, as needed, the following other portions of the Condominium, subject to the following limitations and the other provisions of this Declaration and the Act:

8.2.1 The Association shall maintain, repair and replace, as needed, grass, plants, trees and other landscaping improvements and related irrigation and water sprinkler facilities situated on the portions of the Condominium adjacent to the Buildings;

8.2.2 The Association shall maintain, repair and replace, as needed, all waste disposal facilities and waste collection facilities at the Condominium, except those facilities located within Units;

8.2.3 The Association shall maintain, repair and replace, as needed, entry monuments and monument signs;

8.2.4 All of the Owners of Units in a Building shall maintain, repair and replace, as needed and as determined by the Association, the roof of the respective Building; provided, however, that: (a) in order to maximize efficiencies and coordination of such work, each Owner of a Unit in the Building shall pay to the Association in advance the cost of such work according to the Building Percentages to be performed and allocated as a Building Expense, and the Association thereafter shall arrange for the performance of such work, and (b) to the extent that the Association shall have obtained insurance that shall pay the cost for some or all of such work, the respective Owners shall pay to the Association, in advance and according to the Building Percentages, the portion of the cost not covered by such insurance and the insurance deductible;

8.2.5 All of the Owners of Units in a Building shall maintain, repair and replace, as needed and as determined by the Association, including without limitation, exterior painting, staining and sealing, the exterior walls, light and other fixtures, plate glass, shutters, awnings, window or planter boxes, doorsteps, stoops, porches, balconies, entryways and patios located outside of the respective Building; provided, however, that: (a) in order to maximize efficiencies and coordination of such work, each Owner of a Unit in the Building shall pay to the Association in advance the cost of such work according to the Building Percentages to be performed and allocated as a Building Expense, and the Association thereafter shall arrange for

other utility facilities that are designed to serve the respective Building exclusively, other than the utility lines, panels and other utility facilities that are designed to serve any particular Unit exclusively; provided, however, that: (a) in order to maximize efficiencies and coordination of such work, each Owner of a Unit in the Building shall pay to the Association, in advance, the cost for such work according to the Building Percentages to be performed and allocated as a Building Expense, and the Association thereafter shall arrange for the performance of such work, and (b) to the extent that the Association shall have obtained insurance that shall pay the cost for some or all of such work, the respective Owners shall pay to the Association, in advance and according to the Building Percentages, the portion of the cost not covered by such insurance and the insurance deductible; and

8.2.10 Each Owner shall maintain, repair and replace, as needed and as determined by the Association, the utility lines, panels and other facilities that are designed to serve his, her or its Unit exclusively; provided, however, that: (a) in order to maximize efficiencies and coordination of such work, each Owner shall pay to the Association in advance the cost of such work to be performed and allocated as a Unit Expense, and the Association thereafter shall arrange for the performance of such work, and (b) to the extent that the Association shall have obtained insurance that shall pay the cost for some or all of such work, the respective Owners shall pay to the Association, in advance, the portion of the cost not covered by such insurance and the insurance deductible.

8.3 MAINTENANCE BY OWNERS: Except as set forth in Section 8.2 above, each Owner shall be solely responsible for the maintenance, repair and replacement of his, her or its Unit, to the extent of the Unit Boundaries, and all Improvements located thereon.

8.4 DAMAGE OR DESTRUCTION BY OWNERS: No Owner shall in any way damage or destroy any Common Elements or interfere with the activities of the Association in connection therewith. Any expenses incurred by the Association by reason of any such act of an Owner shall be paid by said Owner, upon demand, to the Association to the extent that the Owner is liable therefor under Arizona law, and such amounts shall be a lien on any Unit owned by said Owner, and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

8.5 NONPERFORMANCE BY OWNERS: If any Owner fails to maintain, repair and replace, as needed, any portion of his, her or its Unit, to the extent of the Unit Boundaries and his, her or its Limited Common Elements, and the Improvements located thereon, or pay the Association for such work as a Building Expense and/or a Unit Expense, the Association shall have the right, but not the obligation, to enter upon such Owner's Unit or Limited Common Elements to perform the maintenance, repairs and/or replacement not performed by the Owner, and the cost of any such work performed by or at the request of the Association shall be paid for by the Owner of the Unit, upon demand from the Association, and such amounts shall be a lien upon the Owner's Unit and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

8.6 UTILITIES: Each Unit shall be separately metered for electrical, gas, telephone, cable television and any other utility service except water, and all charges for such services shall be the sole obligation and responsibility of the Owner of each Unit. The cost of water, sewer, electrical, gas, telephone, cable television and any other utility service to the Common Elements and the Limited Common Elements (except those Limited Common Elements immediately adjacent to a Unit which are allocated exclusively to that Unit) shall be a Common Expense of the Association and shall be included in the budget of the Association.

8.7 MANAGEMENT FEE: The Association may engage the services of a management company or person, who may be affiliated with Declarant (hereinafter the "Manager"). The Manager may charge a management fee to cover the Manager's overhead and services. Any accounting and legal fees and expenses incurred may be charged in addition to the management fee. The management fee and other fees and expenses shall be included as part of the Association's budget and shall be collectible as part of the Assessments.

ARTICLE 9 INSURANCE

9.1 SCOPE OF COVERAGE: Commencing not later than the time of the first conveyance of a Unit to a Person other than Declarant, the Association shall maintain, to the extent reasonably available and as deemed advisable by the Board, the following insurance coverage (or such greater coverage as may be required by the Act):

9.1.1 Property, fire and full extended coverage insurance on the Common Elements and the Limited Common Elements, insuring on an "all-risk", "all-peril" or "special form" basis, including vandalism and malicious mischief, insured in an amount equal to the maximum insurable replacement value of the Common Elements and the Limited Common Elements (and not any portion of the Units or Improvements thereon except as specifically determined by the Board), as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

9.1.2 Comprehensive general liability insurance, including, without limitation, premises liability and contractual liability endorsements and medical payments insurance, against claims for personal injury, bodily injury, death or property damage occurring in and/or in connection with the use, ownership or maintenance of the Common Elements and, in the sole discretion of the Association, the Limited Common Elements, in an amount determined by the Board; and

9.1.3 Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board and the ARC (including without limitation, officers' and directors' liability and/or errors and omissions insurance), and/or the Owners. In addition to the foregoing, all insurance

policies maintained by the Association, whether required or discretionary, shall name Declarant as an insured and/or an additional insured, as applicable, for any period during which Declarant owns any Unit.

9.2 FIDELITY BONDS: The Association shall maintain blanket fidelity bonds as it deems appropriate or necessary for officers, directors, trustees and employees of the Association and any other persons handling or responsible for funds of or administered by the Association, whether or not they receive compensation for their services. The total amount of coverage of any fidelity bond maintained by the Association shall be based upon the best business judgment of the Board. The Board may require that any Manager hired by the Association to serve the Association obtain and maintain for itself, and all of its officers, directors, managers and employees handling or responsible for Association funds, adequate fidelity bonds with amounts of coverage acceptable to the Board, and the premiums on such bonds shall be paid by the Manager.

9.3 PREMIUMS: The premiums for any insurance obtained by the Association pursuant to this Article 9 shall be included in the budget of the Association and shall be paid by the Association, except to the extent otherwise provided herein.

9.4 OWNERS: Each Owner shall be responsible for obtaining property insurance for his, her or its own benefit and at his, her or its own expense covering his, her or its Unit to the fullest extent of the respective Unit Boundaries, all Improvements thereon and all personal property located therein and his, her or its responsibility under this Declaration with respect to the Limited Common Elements. Each Owner shall also be responsible for obtaining at his, her or its expense personal liability coverage for bodily injury, death or property damage arising out of the use, ownership or maintenance of his, her or its Unit to the fullest extent of the respective Unit Boundaries and any Limited Common Elements exclusive to such Unit. All such insurance required to be obtained by each Owner pursuant to this Section 9.4 shall insure by name the Owner and the Association, and copies or certificates thereof shall be delivered to the Association upon the respective Owner's acquisition of the respective Unit and upon each insurance renewal date. Each Owner shall obtain a written obligation on the part of the respective insurance carriers to notify the Owner and the Association in writing thirty (30) days prior to any cancellation, expiration or modification of any such insurance.

Unless otherwise specified in this Declaration, in the event of damage to or destruction of any part of a Unit, the Owner thereof shall reconstruct the same as soon as reasonably practicable and substantially in accordance with the original plans and specifications therefor. Each Owner shall have an easement of reasonable access into any adjacent Unit for the purposes of repair or reconstruction of his, her or its Unit as provided herein.

9.5 PAYMENT OF INSURANCE PROCEEDS: With respect to any loss to the Common Elements covered by property insurance obtained by the Association in accordance with this Article 9, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. With respect to any loss to the Limited Common Elements covered by property insurance obtained by the Association in accordance with this Article 9, the loss shall be adjusted with the Association, and the insurance

proceeds shall be payable to the Association subject to its obligations under Section 8.2 above. Subject to the provisions of Section 9.6 of this Article 9, the proceeds shall be disbursed for the repair and/or restoration of the damage to the Common Elements and/or the Limited Common Elements.

9.6 REPAIR AND REPLACEMENT: Any portion of the Common Elements damaged or destroyed shall be repaired, replaced or rebuilt promptly by the Association, and any portion of the Limited Common Elements damaged or destroyed shall be repaired, replaced or rebuilt promptly by the Association subject to Section 8.2 above, unless: (a) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (b) as to the Common Elements, Owners of at least seventy-five percent (75%) of the total voting interests (based on the Allocated Percentages) vote not to repair, replace or rebuild; provided that, as to the Limited Common Elements, the Owners of Units to which the respective Limited Common Elements are allocated shall not have the ability or authority to decide that the Association shall not repair, replace or rebuild. Notwithstanding the foregoing, Declarant shall have the right, in its sole discretion, to decide whether to so repair, replace or rebuild the Common Elements and/or the Limited Common Elements until the expiration of the Declarant Control Period. Subject to Sections 8.2 and 8.4 above, the cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Elements and/or the Limited Common Elements shall not be repaired or replaced, insurance proceeds attributable to the damaged Common Elements and/or the Limited Common Elements shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance, and the remainder of the proceeds shall be distributed to the Owners based on the Allocated Percentages, the Building Percentages or on an individual Owner basis, as the case may be, depending upon whether the character of the respective expense is a Common Expense, a Building Expense or a Unit Expense.

ARTICLE 10 GENERAL PROVISIONS

10.1 TRANSFER OF SPECIAL DECLARANT RIGHTS: In the event Declarant shall convey all of its right, title and interest in and to the Condominium to any corporation, partnership, limited liability company, individual or other Person, Declarant may assign some or all of its Special Declarant Rights reserved or granted hereunder. No transfer of any Special Declarant Right shall be effective until an instrument evidencing such transfer is executed by Declarant as transferor and by the transferee and is recorded in the official records of the Recorder of Pima County, Arizona.

Upon Declarant's conveyance of all of its right, title and interest in and to the Condominium, without regard to whether Declarant has recorded an assignment of its Special Declarant Rights reserved hereunder, Declarant shall be relieved from the performance of any further duty or obligation hereunder except as otherwise provided in the Act or other applicable law.

10.2 ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration; provided however that an individual Owner shall have no right to enforce the collection of any Assessment levied against any

other Owner. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.3 SEVERABILITY: The invalidity of any provision of this Declaration, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, and this Declaration shall be so construed without the invalid provision so as to make it enforceable according to its terms.

10.4 DURATION: The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded and as provided by applicable law, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be terminated at any time by the written approval or the affirmative vote of Owners representing not less than eighty percent (80%) of the Allocated Percentages. Any termination of this Declaration shall be evidenced by a Declaration of Termination signed by the President or Vice President of the Association and recorded within thirty (30) days of the vote to so terminate this Declaration in the official records of the Recorder of Pima County, Arizona, and shall certify that the required approval by the Owners has been obtained at a meeting duly called for that purpose, and shall further certify that the termination has been approved as required by this Section 10.4.

10.5 AMENDMENT:

10.5.1 Except in cases of amendments that may be executed by Declarant, by the Association or by certain Unit Owners under the Act, and further except to the extent permitted or required by other provisions of the Act, this Declaration may only be amended by the written approval or the affirmative vote of the Owners of not less than sixty-seven percent (67%) of the Allocated Percentages, and then only if evidenced by an amendment instrument signed by the President or Vice President of the Association and recorded within thirty (30) days of such amendment in the official records of the Recorder of Pima County, Arizona, certifying, among other things, that the required approval by the Owners has been obtained at a meeting duly called for that purpose. Notwithstanding the foregoing, Declarant shall be entitled to modify this Declaration by written instrument duly executed and acknowledged by Declarant without the requirement of obtaining the consent of any other Owners, in a manner and for purposes consistent with the Development Rights, until the expiration of the Declarant Control Period.

10.5.2 This Declaration may be modified in accordance with the foregoing provisions even if the effect of such modification(s) shall be non-uniform in nature among the various portions of the Property.

10.5.3 It is the desire and intention of Declarant (but without obligation) to retain control of the Association and its activities as set forth in the Declaration until the expiration of the Declarant Control Period to the maximum extent provided in the Act and by the Development Rights and Special Declarant Rights. If any amendment

requested pursuant to the provisions of this Section 10.5 or any judicial decision or interpretation deletes, diminishes or alters such control, Declarant shall have the right to prepare, provide for and adopt as an amendment hereto other and different control provisions consistent with the control provisions of this Declaration.

10.5.4 Notwithstanding any other provision of this Declaration addressing amendments hereto: (a) no amendment to this Declaration shall terminate or decrease any unexpired Development Right, Special Declarant Right or period of Declarant control without the consent of Declarant; and (b) the consent of Declarant is required with respect to any amendment to this Declaration during the Declarant Control Period.

10.6 VIOLATIONS: Every act or omission whereby any provision of this Declaration is violated in whole or in part may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association or any Owner. In addition, the Association may cause a Notice of Violation to be recorded to encumber the Unit(s) of the Owner in violation.

10.7 VIOLATION OF LAW: Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

10.8 REMEDIES CUMULATIVE: Each remedy provided herein and/or by law and/or in equity is cumulative and not exclusive.

10.9 NOTICES AND DOCUMENTS: Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If notice is sent by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, the ARC or Declarant, to PAC West Development, L.L.C., 2285 West Ina Road, Suite 111, Tucson, Arizona 85741; if to an Owner, to the address of his, her or its Unit or to any other address last furnished by the Owner to the Association; provided, however, that any such address may be changed at any time by such Owner by recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Unit shall file the correct mailing address of such Owner with the Association in writing, and shall promptly notify the Association in writing of any subsequent change of address. Notwithstanding the forgoing, plans, specifications and other documents shall not be deemed to have been submitted to the ARC unless actually received by the ARC.

10.10 BINDING EFFECT: By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself, herself or itself, his, her or its heirs, personal representatives, beneficiaries, successors, transferees and assigns, binds himself, herself or itself and his, her or its heirs, personal representatives, beneficiaries, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and

regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his, her or its intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Units and membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

10.11 GENERAL INTERPRETATION: Where the context of this Declaration requires, the use herein of the singular number shall be deemed to mean the plural and the plural number shall be deemed to mean the singular. Any references to gender, whether masculine, feminine or neuter, shall be deemed to mean whatever is appropriate under the circumstances of the usage. The headings contained in this Declaration are inserted as a matter of convenience and reference only, and shall in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms and provisions hereof. In the event of any conflict, inconsistency or discrepancy between the provisions of this Declaration and the Articles, the Bylaws, the Association Rules or the Architectural Review Committee Rules, the provisions of this Declaration shall govern, control and prevail.

10.12 GOVERNING LAW: This Declaration and the rights and obligations of all persons subject hereto shall be construed in accordance with and be governed by the laws of the State of Arizona.

10.13 JOINT AND SEVERAL LIABILITY: In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Owners with respect to this Declaration shall be joint and several.

10.14 SURVIVAL OF LIABILITY: Except as specifically provided herein, the termination of membership in the Association shall not relieve or release any such former Member from any liability or obligation incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

10.15 ATTORNEYS' FEES: In the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments or other amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action.

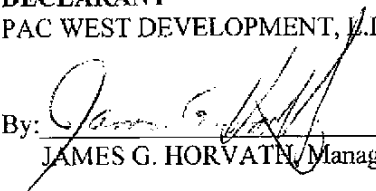
10.16 THE PLAT: Each Owner agrees to cooperate with Declarant, upon request, in signing any and all documents and granting such consents (other than dedicating any portion of his, her or its Unit) in connection with the process of obtaining all approvals and the recording of the Plat; provided, however, that such agreement to cooperate shall not require any Owner to incur any expenses on behalf or for the benefit of Declarant. In addition, and subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time, without the consent of any Members, to resubdivide and replat any Unit or Units which Declarant then owns and has not sold.

10.17 DEDICATION: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intent of Declarant and the Owners that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication), is by permission and subject to control of the Association. Notwithstanding any other provision herein to the contrary, the Association may periodically restrict ingress to and egress from the Property in order to prevent a prescriptive easement from arising by reason of continued public use.

10.18 DECLARANT RIGHTS: Declarant shall have the right, until the expiration of the Declarant Control Period, to exercise some or all of the Development Rights and/or Special Declarant Rights. In addition, since Declarant's development and sale of the Units is essential to the establishment and welfare of the Condominium, in addition to the rights of Declarant elsewhere specified in this Declaration, including, without limitation, the Development Rights and the Special Declarant Rights, nothing in this Declaration shall be understood or construed to: (a) prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Condominium and/or the Property such structures as may be reasonable and necessary for the conduct of its business of establishing the Condominium and developing and disposing of parcels of the same by sale or otherwise; (b) prevent Declarant from conducting on any part of the Condominium and/or the Property its business of establishing a plan of condominium unit ownership and of developing and disposing of same by the sale and/or other disposition of Units; or (c) prevent Declarant from maintaining such signs on any portion of the Property as may be necessary or appropriate for the sale and/or other disposition as referenced herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

DECLARANT
PAC WEST DEVELOPMENT, L.L.C.

By: 
JAMES G. HORVATH, Manager

1-1000-10-04-10-14

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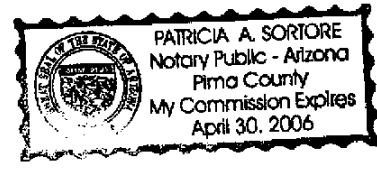
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED before me this 15 day of March, 2006, by JAMES G. HORVATH, as Manager of PAC WEST DEVELOPMENT, L.L.C., an Arizona Limited Liability Company, on behalf of said Limited Liability Company.

Patricia A. Sortore
Notary Public

My Commission Expires:
4-30-2006

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RECORDER OF DEEDS

TRINIDAD COUNTY

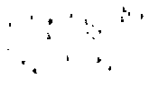


EXHIBIT A

[Legal description of the Property and
identifying numbers of the Units]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY AND
IDENTIFYING NUMBERS OF THE UNITS

EXHIBIT B
(Allocated Percentages of the Units)

Casa Club Condominiums

Building 100

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
BN 101	1B/1B	506 SF	0.47%
CN 102	2B/1B	665 SF	0.61%
AN 103	1B/1B	401 SF	0.37%
BN 104	1B/1B	506 SF	0.47%
BN 105	1B/1B	506 SF	0.47%
AN 106	1B/1B	401 SF	0.37%
BN 107	1B/1B	506 SF	0.47%
CN 108	2B/1B	665 SF	0.61%
BN 109	1B/1B	506 SF	0.47%
CN 110	2B/2B	665 SF	0.61%
AN 111	1B/1B	401 SF	0.37%
BN 112	1B/1B	506 SF	0.47%
AN 113	1B/1B	401 SF	0.37%
BN 114	1B/1B	506 SF	0.47%
BN 115	1B/1B	506 SF	0.47%
CN 116	2B/1B	665 SF	0.61%
BN 117	1B/1B	506 SF	0.47%
CN 118	2B/1B	665 SF	0.61%
AN 119	1B/1B	401 SF	0.37%
BN 120	1B/1B	506 SF	0.47%
AN 121	1B/1B	401 SF	0.37%
BN 122	1B/1B	506 SF	0.47%
BN 123	1B/1B	506 SF	0.47%
CN 124	2B/1B	665 SF	0.61%

Building 200

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
BN 201	1B/1B	506 SF	0.47%
CN 202	2B/1B	665 SF	0.61%
AN 203	1B/1B	401 SF	0.37%
BN 204	1B/1B	506 SF	0.47%
AN 205	1B/1B	401 SF	0.37%
BN 206	1B/1B	506 SF	0.47%
BN 207	1B/1B	506 SF	0.47%
CN 208	2B/1B	665 SF	0.61%
BN 209	1B/1B	506 SF	0.47%
CN 210	2B/1B	665 SF	0.61%

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AN 211	1B/1B	401 SF	0.37%
BN 212	1B/1B	506 SF	0.47%
AN 213	1B/1B	401 SF	0.37%
BN 214	1B/1B	506 SF	0.47%
BN 215	1B/1B	506 SF	0.47%
CN 216	2B/1B	665 SF	0.61%
BN 217	1B/1B	506 SF	0.47%
CN 218	2B/1B	665 SF	0.61%
AN 219	1B/1B	401 SF	0.37%
BN 220	1B/1B	506 SF	0.47%
AN 221	1B/1B	401 SF	0.37%
BN 222	1B/1B	506 SF	0.47%
BN 223	1B/1B	506 SF	0.47%
CN 224	2B/1B	665 SF	0.61%

Building 300

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
AN 301	1B/1B	401 SF	0.37%
BN 302	1B/1B	506 SF	0.47%
BN 303	1B/1B	506 SF	0.47%
** DN 304	2B/2B	739 SF	0.68%
BN 305	1B/1B	506 SF	0.47%
DN 306	2B/2B	739 SF	0.68%
AN 307	1B/1B	401 SF	0.37%
BN 308	1B/1B	506 SF	0.47%
AN 309	1B/1B	401 SF	0.37%
BN 310	1B/1B	506 SF	0.47%
BN 311	1B/1B	506 SF	0.47%
DN 312	2B/2B	739 SF	0.68%
BN 313	1B/1B	506 SF	0.47%
DN 314	2B/2B	739 SF	0.68%
AN 315	1B/1B	401 SF	0.37%
BN 316	1B/1B	506 SF	0.47%
AN 317	1B/1B	401 SF	0.37%
BN 318	1B/1B	506 SF	0.47%
BN 319	1B/1B	506 SF	0.47%
DN 320	2B/2B	739 SF	0.68%
BN 321	1B/1B	506 SF	0.47%
DN 322	2B/2B	739 SF	0.68%
AN 323	1B/1B	401 SF	0.37%
BN 324	1B/1B	506 SF	0.47%

Building 400

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
CN 401	2B/1B	665 SF	0.61%

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Building 600

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
EN 601	3B/2B	900 SF	0.83%
EN 602	3B/2B	900 SF	0.83%
EN 603	3B/2B	900 SF	0.83%
EN 604	3B/2B	900 SF	0.83%
EN 605	3B/2B	900 SF	0.83%
EN 606	3B/2B	900 SF	0.83%
EN 607	3B/2B	900 SF	0.83%
EN 608	3B/2B	900 SF	0.83%
EN 609	3B/2B	900 SF	0.83%
EN 610	3B/2B	900 SF	0.83%
EN 611	3B/2B	900 SF	0.83%
EN 612	3B/2B	900 SF	0.83%

Building 700

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
AS 711	1B/1B	420 SF	0.39%
CS 712	2B/1B	675 SF	0.62%
DS 713	2B/2B	762 SF	0.70%
BS 714	1B/1B	550 SF	0.51%
BS 715	1B/1B	550 SF	0.51%
DS 716	2B/2B	762 SF	0.70%
CS 717	2B/1B	675 SF	0.62%
AS 718	1B/1B	420 SF	0.39%
AS 721	1B/1B	420 SF	0.39%
CS 722	2B/1B	675 SF	0.62%
DS 723	2B/2B	762 SF	0.70%
BS 724	1B/1B	550 SF	0.51%
BS 725	1B/1B	550 SF	0.51%
DS 726	2B/2B	762 SF	0.70%
CS 727	2B/1B	675 SF	0.62%
AS 728	1B/1B	420 SF	0.39%

Building 800

<i>Unit</i>	<i>Type(Bed/Bath)</i>	<i>Square Foot</i>	
AS 811	1B/1B	420 SF	0.39%
CS 812	2B/1B	675 SF	0.62%
DS 813	2B/2B	762 SF	0.70%
BS 814	1B/1B	550 SF	0.51%
BS 815	1B/1B	550 SF	0.51%
DS 816	2B/2B	762 SF	0.70%
CS 817	2B/1B	675 SF	0.62%

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AS 818	1B/1B	420 SF	0.39%
AS 821	1B/1B	420 SF	0.39%
CS 822	2B/1B	675 SF	0.62%
DS 823	2B/2B	762 SF	0.70%
BS 824	1B/1B	550 SF	0.51%
BS 825	1B/1B	550 SF	0.51%
DS 826	2B/2B	762 SF	0.70%
CS 827	2B/1B	675 SF	0.62%
AS 828	1B/1B	420 SF	0.39%

Building 900

Unit	Type(Bed/Bath)	Square Foot	
CS 911	2B/1B	675 SF	0.62%
CS 912	2B/1B	675 SF	0.62%
CS 921	2B/1B	675 SF	0.62%
CS 922	2B/1B	675 SF	0.62%

Building 1000

Unit	Type(Bed/Bath)	Square Foot	
AS 1011	1B/1B	420 SF	0.39%
CS 1012	2B/1B	675 SF	0.62%
DS 1013	2B/2B	762 SF	0.70%
BS 1014	1B/1B	550 SF	0.51%
BS 1015	1B/1B	550 SF	0.51%
DS 1016	2B/1B	762 SF	0.70%
CS 1017	2B/1B	675 SF	0.62%
AS 1018	1B/1B	420 SF	0.39%
AS 1021	1B/1B	420 SF	0.39%
CS 1022	2B/1B	675 SF	0.62%
DS 1023	2B/2B	762 SF	0.70%
BS 1024	1B/1B	550 SF	0.39%
BS 1025	1B/1B	550 SF	0.39%
DS 1026	2B/2B	762 SF	0.70%
CS 1027	2B/1B	675 SF	0.62%
AS 1028	1B/1B	420 SF	0.39%
179 Units		108,750 SF	100%

The Allocated Percentages are rounded to the nearest hundredth. Square foot measurements are rounded to the nearest foot. The Allocated Percentages are based on the approximate square footage calculated to the exterior face of exterior walls and to the center of interior demising walls between adjoining Units. Square footages stated are approximate based on architectural construction drawings and actual square footages may vary.

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TOWN WEST DD

TOWN WEST DD



P. O. Box 3145
Tucson, AZ 85702-3145

Christopher J. Roads
Chief Deputy Recorder
Registrar of Voters

Located in the Old Courthouse at:
115 North Church Avenue, Tucson, AZ

F. Ann Rodriguez
Pima County Recorder

Document Recording: (520) 740-4350
Voter Registration: (520) 740-4330
Fax: (520) 623-1785

<http://www.recorder.pima.gov>

Recording history one document at a time.

The foregoing instrument is a full true and correct copy of the original record in this office. Docket # 12803

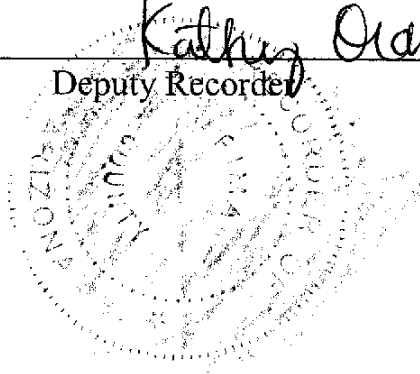
Starting Page # 2915 Ending Page # 2957

Date: July 11, 2006

F. ANN RODRIGUEZ, County Recorder
In and for the County of Pima, State of Arizona

By: Kathy Oldman

Kathy Oldman
Deputy Recorder



100040 00000

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LLK
DEPUTY RECORDER
0112 PE6

REZMS
EZ MESSENGER ATTORNEY SERVICE
EZ-BAIN



DOCKET: 13004
PAGE: 425
NO. OF PAGES: 4
SEQUENCE: 20070430118
03/05/2007
AMEN 13:15
PICKUP
AMOUNT PAID \$ 9.00

Neil P. Petagno
Pac West Development, LLC
3002 N. Campbell Avenue, #200
Tucson, Arizona 85719

AMENDMENT TO CASA CLUB CONDOMINIUM DECLARATION

THIS AMENDMENT ("Amendment") is made on the 11 day of January, 2007, by PAC West Development, L.L.C., an Arizona Limited Liability Company ("Declarant").

WITNESSETH:

1. Declarant is the "Declarant" under that certain Casa Club Condominium Declaration, dated March 15, 2006, and recorded on May 12, 2006 in Docket Book 12803 at Page 2915 in the Office of the County Recorder of Pima County, Arizona (the "Declarant"), and which affects the real property described in Exhibit A attached hereto, together with any easements, rights, appurtenances and privileges belonging or pertaining thereto (the "Property").
2. The Declarant Control Period, as defined in the Declaration and under Applicable law, has not expired, thus entitling Declarant to amend the Declaration.
3. Declarant wishes to amend the Declaration by modifying certain terms and provisions contained therein pursuant to the authority granted Declarant in the Declaration as well as under applicable law.

COVENANTS

NOW, THEREFORE, pursuant to the authority granted Declarant under the Declaration and applicable law, Declarant hereby amends the terms and provisions of the Declaration as follows:

1. Article 1 Definitions
 - a. Section 1.25 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

10000430118

“1.25 “Limited Common Elements” shall mean those portions of the Common Elements specifically designated as Limited Common Elements in this Declaration and allocated by this Declaration or by applicable law for the exclusive use of one or more but fewer than all of the units including, without limitation, those Improvements that have maintenance, repair and/or replacement expense liability allocated to the Association or exclusively to the Unit Owner they are designated to serve pursuant to this Declaration. Without limiting the generality of the foregoing and to the extent a Unit owner (he, she or it) is designated the use of a Limited Common Element, Limited Common Elements include: (a) heating, ventilation and air conditioning (“HVAC”) facilities whether they are particular to a Building or those particular to a Unit Boundary, (b) covered parking spaces and related facilities, (c) exterior walls, (d) common walls (e) certain utility lines, panels and other utilities whether exterior to a particular Unit or those portions of utility lines, panels and other utility facilities that are interior to any particular Unit Boundary, (f) any porches, balconies, patios, and entryways of such location and dimensions as shown on the Plat, and (g) all exterior doors, windows (including without limitation, plate glass windows), light and other fixtures, exterior shutters, awnings, window or planter boxes and doorstops, and exterior patios.

2. Article 8.2 Maintenance of Other Portions of the Condominium.

- a. Roofs. Section 8.2.4 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

“8.2.4 The Association, through its Board, shall maintain, repair and replace, as needed and as determined by the Association, the roofs of the Buildings.”

- b. Building Exteriors. Sections 8.2.5 and 8.2.6 of the Declaration are hereby deleted in its entirety and the following is substituted in place of Section 8.2.5:

“8.2.5 The Association, through its Board, shall maintain, repair and replace, as needed and as determined by the Association, the following items exterior of the Buildings, including without limitation, exterior painting, staining and sealing, the exterior walls, light and other fixtures, plate glass, shutters, awnings, window or planter boxes, doorsteps, stoops, porches, entryways located outside of the Buildings and, as needed, from time to time, those exterior facades of the balconies as viewed from outside of the Buildings.”

“8.2.6” Intentionally Deleted.”

- c. Parking Facilities. Section 8.2.7 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

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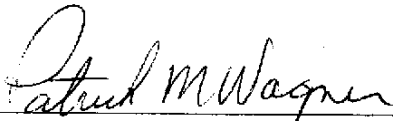
of which are applicable to this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, Declarant has executed this Amendment on the day and year first above written.

DECLARANT

PAC WEST DEVELOPMENT, LLC


By: BAT, INC., Manager



PATRICK M. WAGNER, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

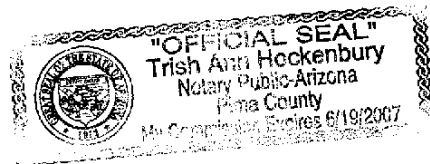
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 8 day of March, 2007, by PATRICK M. WAGNER, as Secretary of BAT, INC., an Arizona Corporation, as Manager of PAC WEST DEVELOPMENT, L.L.C., an Arizona Limited Liability Company, on behalf of said Limited Liability Company.



Notary Public

My Commission expires:

6-19-2007



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