

WHEN RECORDED MAIL TO:

Attorney Dorothy Baran Dawn Zeitlin

1850 N Central Ave., Ste. 1600

Zeitlin & Zeitlin, P.C.

5050 North 40* Street, Suite 380

Phoenix, AZ **85004** 85018

MARRIOTT RESORT HOTEL CONDOMINIUM - CAMELBACK INN

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

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

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

INTRODUCTORY NOTE

~~Set forth below is a composite of the Declaration of Covenants, Conditions and Restrictions as originally filed in, Maricopa County, Arizona, on April 28, 1972, and subsequently amended on December 12, 1972, October 4, 1974, January 16, 1975, January 30, 1975, May 13, 1975 and July 14, 1975, October 7, 1975, November 17, 1975, December 11, 1975, December 17, 1975, March 25, 1976, April 23, 1976, October 1, 1976, February 1, 1977, December 30, 1977, July 26, 1978, December 30, 1980, October 24, 1984, March 31, 1987, October 31, 1987, October 23, 1991, July 26, 1992, May 3, 1994, and October 20, 1997.~~

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

1. Name of the Condominium Property:

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

2. Definitions:

Certain terms as used in this Restated Declaration ~~and in the By-Laws, as set forth in Appendix C hereof,~~(as defined in Section 2(dd)) and in the Bylaws (as defined in Section 2(e)) shall be defined as follows,~~unless the context clearly indicates a different meaning therefor:~~

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

- (b) “Bidding Period” is defined in Section 20 hereof.
- (c) ~~(a)~~ “Board” or “Board of Directors” shall mean means the governing body of the ~~Council of Co-Owners~~ Association, elected pursuant to Article ~~IIII~~ of the ~~By-Laws~~ Bylaws.
- (d) ~~(b)~~ “Building” shall mean means all structures erected or to be erected upon the Land.
- (e) “Bylaws” means the Amended and Restated Bylaws of Marriott Resort Hotel Condominium — Camelback Inn, a copy of which are attached hereto as Appendix C.
- (f) “Camelback Inn” is defined in Section 4(v) hereof.
- (g) ~~(e)~~ “Common Elements” means all portions of the Condominium other than Units that are not owned by the Association and shall include both General Common Elements and Limited Common Elements. Any Units owned by the Association shall be considered General Common Elements.
- (h) “Common Element Percentage Index” is defined in Section 3(f) hereof.
- (i) ~~(d)~~ “Common Expenses” shall mean means and include includes:
- (i) ~~(a)~~ All sums assessed against the Owners by the ~~Council of Co-Owners~~ Association;
- (ii) ~~(b)~~ Expenses of administration, maintenance, repair or replacement of the Common Elements;

(iii) ~~(e)~~ Expenses agreed upon as Common Expenses by the ~~Council of Co-Owners~~ Association; and

(iv) ~~(d)~~ Expenses declared Common Expenses by the provisions of the Condominium Act ~~or~~, by this Declaration, or by the ~~By-Laws~~ Bylaws.

(j) ~~(e)~~ “Common Expense Fund” ~~shall mean~~ means the separate account to be kept in accordance with the provisions of Section A of Article VI of the ~~By-Laws~~ Bylaws.

(k) ~~(f)~~ “Condominium” ~~shall mean~~ means the entire estate in the Property owned by any Owner, including an undivided interest in the Common Elements and ownership of a separate interest in a Unit.

(l) ~~(g)~~ “Condominium Act” ~~shall mean~~ means the Arizona ~~Horizontal Property Regimes Act (Arizona Revised Statutes of 1956, Chapter 4.1, Section 33-551 et seq.)~~ Condominium Act (A.R.S. §§ 33-1201, et seq.), as amended from time to time.

(m) “Designee” is as defined in Section 9 hereof.

~~(h) “Council of Co-Owners”, which is sometimes referred to herein as the “Condominium Association”, is defined in the Condominium Act and shall mean all of the Unit Owners acting as a group in accordance with the Declaration and By-Laws.~~

~~(i) “Declaration” shall mean this instrument by which the Camelback Inn Condominium is established.~~

(n) “Director” means any member of the Board of Directors.

(o) ~~(j)~~ “General Common Elements” ~~are as defined in the Condominium Act~~ means all Common Elements other than the Limited Common Elements, and more fully described in ~~Subparagraph D of~~ Section 3(d) hereof.

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

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

(r) ~~(k)~~ “Limited Common Elements” are^{is} as defined in the Condominium Act and more fully described in ~~Subparagraph E of~~ Section 3(e) hereof.

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

(t) ~~(l)~~ “Manager” shall mean the person or firm designed by the Board of Directors to manage the affairs of Limited Partnership” means the Camelback Inn Condominium Associates Limited Partnership.

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

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

~~(m)~~ “MCDC” shall mean MARRIOTT CONDOMINIUM DEVELOPMENT CORPORATION, a Delaware corporation qualified to transact business in Arizona, which has made and executed this Declaration.

(w) ~~(n)~~ “Mortgage” shall mean^{means} a deed of trust ~~as well as a~~^{or} mortgage.

(x) ~~(o)~~ “Mortgagee” shall mean^{means} a beneficiary ~~under or holder~~ of a deed of trust ~~as well as~~^{or} a mortgagee.

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

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

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

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

common use in connection therewith.

~~(e) “Owner” shall mean any person with an ownership interest of record in a Condominium.~~

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

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

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

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

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

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

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

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

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

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

3. Detailed Description:

The following are descriptions of the listed items.

(a) ~~A. Description of~~ Land.

The ~~land is~~ “Land” refers to the real property located in Maricopa County, ~~near Scottsdale,~~

Arizona, ~~and is more particularly~~ described in **Appendix A**.

(b) ~~B.~~ Number of Units.

The Camelback Inn Condominium ~~at present~~ consists of 413 Units as of the date of this Restated Declaration, located within the boundaries of the Land ~~described in Appendix A hereto~~.

(c) ~~C.~~ Description of Units.

The Unit number, location and ~~cubic contents~~ square footage of each Unit ~~are~~ is as set forth ~~in Appendix B attached hereto and made a part hereof~~ on the Plat. Access to the Common Elements from each Unit is direct from each Unit and by walkways in the Common Elements.

(d) ~~D.~~ Description of General Common Elements.

~~The~~ “General Common Elements shall mean” means all Land and all portions of the Property not contained within any Unit or within the Limited Common Elements; ~~including, but not by way of~~ without limitation, roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders, to the undecorated and/or unfinished interior surfaces thereof, regardless of location; hallways, lobbies, stairways and walkways; gardens recreational areas, hospitality accommodations and guestrooms owned by the ~~Condominium~~ Association, and facilitates ~~which~~ that are now or hereafter contained within the Property; all installations of power, lights, gas, hot and cold water, existing for common use; ~~and~~ and all other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use and all areas and facilities designated as ~~General~~ Common Elements that are not also designated as Limited Common Elements in the

Condominium Act.

(e) ~~E.~~ Description of Limited Common Elements.

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

(f) ~~F.~~ Percentage of Ownership and Voting Rights.

The Common Element Percentage Index, ~~to be~~ is used ~~in determining~~ to determine the percentage of undivided interest in the Common Elements ~~appertaining~~ allocated to each Unit and its Owner for all purposes, ~~including voting, and the~~ and the voting percentage allocable to each Unit Owner. The formula for determining the ~~same, is~~ Common Element Percentage Index, applying the factors set forth in **Appendix B** attached hereto and made a part hereof ~~as if herein set forth in full~~.

, is as follows: Using the total of 11,058 (the “Total”), divide the Column B factor for each numbered Unit in Column A by the Total. The Common Element Percentage Index of each with respect to any given Unit reflects, is the relation which ratio of the approximate value of such Unit (existing or proposed) bears allocated by the Board in its reasonable discretion, to the aggregate approximate value of all the Units (existing or proposed); determined by the Board in its reasonable discretion. The Board may, within its reasonable discretion, adjust the factors used in computing the

Common Element Percentage Index from time to time. Upon the occurrence of any event described in Section 7, the Board shall adjust the Total and the value of the affected Units, as applicable.

4. Statement of Purposes, Use and Restrictions:

The Units, General Common Elements and Limited Common Elements shall be occupied and ~~uses~~used as follows:

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

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

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

(iv) ~~(d)~~ Nothing shall be done or kept in any Unit or in the ~~General~~ Common Elements ~~or Limited Common Elements which~~that will increase the rate of insurance on the ~~General or Limited~~ Common Elements without the prior written consent of the ~~Board~~Board of Directors. No Owner shall permit anything to be done or kept in ~~his~~the Owner's Unit or in the ~~General or Limited~~ Common Elements ~~which~~that will result in the cancellation of insurance of any Unit or any part of the ~~General or Limited~~ Common Elements, or ~~which~~that would be in violation of any law. No waste will be committed of the ~~General Common Elements or Limited~~ Common Elements.

(v) ~~(e)~~ No sign of any kind shall be displayed to the public view or from any Unit or from the ~~General~~ Common Elements ~~or Limited Common Elements~~, without the prior written consent of

the Board of Directors; provided, ~~however~~, that this provision shall not apply to signs placed by the management of the resort hotel facility known as the JW Marriott Scottsdale Camelback Inn Resort & Spa (the "Camelback Inn") and necessary or convenient to the operation thereof.

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

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

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

(ix) ~~(i)~~ There shall be no violation of rules for the use of the ~~General~~ Common Elements ~~or Limited Common Elements~~that are adopted by the Board of Directors ~~or~~and furnished

in writing to the Owners, and the Board of Directors is hereby authorized to adopt such rules.

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

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

5. Agent for Service of Process:

The name and address of the agent for the service of process on the Association: CHMWarnick
8501 North Scottsdale Road, Suite 265

~~Until such time as MCDC transfers the right and responsibility to elect a Board of Directors to the Owners as provided in the By-Laws, the name and address of the person in Scottsdale, Maricopa County, Arizona for the service of notice of process in matters pertaining to the Property as provided under the Condominium Act is:~~

~~Manager~~

~~Camelback Inn~~

~~Scottsdale, Arizona 85252~~ AZ 85253-2749.

~~Thereafter the person to receive service of notice or process shall be, as listed in the Affidavit filed with the Recorder of Maricopa County.~~

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

6. Damage or Destruction; Sale:

~~In the event that~~ If any Buildings and/or other improvements on the Land are damaged or destroyed by fire or other casualty or disaster, such Buildings and ~~or~~ other improvements shall be promptly repaired, restored or reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries. ~~Such~~ The cost of such

repairs, restoration or reconstruction shall be paid ~~for~~ out of any insurance proceeds received on account of the damage or destruction; provided, ~~however,~~ that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a Common Expense.

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

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

(b) The undivided interest of each Owner in the Property ~~owned in common which~~ shall ~~appertain to each Owner shall be~~ equal the percentage of undivided interest previously owned by such Owner in the Common Elements;

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

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

Notwithstanding all other provisions of this Declaration, the Owners may, by an affirmative vote of ~~seventy-five~~ eighty percent (~~75~~ 80%) of the total voting power at a meeting of the ~~Council of Co-Owners~~ Association duly called for such purpose, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Owners and it shall thereupon become the duty of ~~every~~ each Owner to execute

and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

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

(a) Except as this Restated Declaration may be amended as provided and subject to the requirements of any applicable laws or regulations of governmental authorities, no subdivision or combination of any Unit or Units may be accomplished except pursuant to the affirmative vote of at least ~~seventy-five~~ sixty-seven percent (~~75~~ 67%) of the total voting power of the Owners as determined under ~~Appendix B of the~~ Section 3(f) of this Restated Declaration at a meeting called for the notified purpose of consideration thereof or upon receipt by the Board of Directors or such person as the Board may designate of the written consent of at least ~~seventy-five~~ sixty-seven percent (~~75~~ 67%) of the total voting power of the Owners as determined under ~~Appendix B of the Declaration~~ Section 3(f).

(b) Subject to the requirements of any applicable laws or regulations of governmental

authorities, reconfiguration, or relocation outward of exterior walls, of Units, or Unit Relocation, may be accomplished upon approval of the Board of Directors ~~of the Council of Co-Owners~~ and, in the instance of the relocation outward of exterior walls of Units, or Unit Relocation, after the approval of the use of the Common Elements for such purpose by the affirmative vote of at least ~~seventy-five~~sixty-seven percent ~~(75%)~~(75.67%) of the total voting power of the Owners ~~(as determined under Appendix B of the Declaration)~~Section 3(f).

(c) The Owners may by the affirmative vote of at least ~~seventy-five~~eighty percent ~~(75%)~~(80%) of the total Voting power ~~(as determined under Appendix B of the Declaration)~~Section 3(f), authorize the Board of Directors ~~of the Council of Co-Owners~~ to encumber ~~and deal~~ with any portion of the General Common Elements not associated with the Limited Common Elements for the purpose of constructing hospitality accommodations and guestrooms, as a part of the General Common Elements. Such action shall be binding upon all Owners and it shall thereupon become the duty, if applicable, of ~~every~~each Owner to execute and deliver such instruments and to perform such acts as may be necessary to effect the matters set forth ~~by~~in the preceding sentence.

(d) If approved, any relocation outward of exterior walls of Units, or subdivision or combination of Units, or Unit Relocation, or construction of hospitality accommodations and guestrooms shall be reflected by appropriate revisions to ~~Appendixes B and D of the Condominium's Amended the Plat and Appendix B of this Restated Declaration, as recorded,~~ to reflect the new ~~Boundaries and cubic~~boundaries and square footage or, in the instance of a subdivision or combination, other required data, of those Units so affected or, in the instance of a Unit Relocation, the location of the new Unit or Units, with appropriate changes to the ~~cubic~~square footage and Common Element Percentage Index of each Unit so affected so long as the total Common Element Percentage Index of all Units so relocated is not changed, or in the instance of hospitality accommodations and guestrooms, the location thereof upon the General Common Elements, and such revisions shall be a Common Expense.

~~8. By-Laws:~~ (Deleted)

8. ~~9.~~ Voting:

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

9. ~~10.~~ Notices:

Any notice permitted or required to be delivered as provided herein shall also be sent by electronic mail to President aCanielbackOwners.com and may be delivered either personally, by mail, or by electronic ~~delivery, including electronic~~ mail and other forms of electronic document delivery, unless prohibited by applicable law. If delivery is made by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the U.S. Postal Service address given by such

person to the Board of Directors or such person or persons as the Board may from time to time designate (“Designee”) for the purpose of service of such notice. Such address may be changed from time to time by notice in writing to the Secretary ~~for~~of the Board of Directors or the Designee.

10. ~~11.~~ Mortgage Protection:

Notwithstanding all other provisions hereof:

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

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

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

11. ~~12.~~ Exclusive Ownership and Possession by Owner:

Each Owner shall be entitled to exclusive ownership and possession of ~~his~~the Owner's Unit unless the same is surrendered to become a part of the resort hotel operation known as Camelback Inn. ~~In the event that~~If an Owner ~~thus~~ surrenders ~~his~~the Owner's rights to exclusive ownership and possession, any subsequent transferee of such Unit shall take title thereto subject to such use ~~an~~and shall accept assignment of the ~~transferor's~~transferor's interest in the ~~limited partnership agreement~~Limited Partnership Agreement, rental pool management agreement, or similar contract then in effect with respect to the Unit, for management of ~~his~~

the Condominium as part of the ~~resort~~reson hotel known as Camelback Inn, as well as for the ~~Management~~management of the Common Elements. Each owner shall have an undivided interest in the Common Elements as determined by the procedure contained in ~~Appendix B. After MCDC has completed the development of the Camelback Inn Condominium and has filed a final amendment (designed as such) to Appendix B,~~Section 3(f). The method for determining the percentage of the undivided interest of each ~~owner~~Owner in the Common Elements ~~as expressed in Appendix B shall have a permanent character and set forth in Section 3(f)~~ shall not be altered without the consent of ~~all Owners expressed in an amended Appendix B duly recorded~~sixty-seven percent (67%) of the Owners and shall be stated in an amendment to this Restated Declaration recorded in the Office of the Maricopa County Recorder. Notwithstanding anything to this contrary in this ~~Paragraph~~Section 11, in ~~Paragraph 26~~Section 25, or elsewhere in this Restated Declaration, if a Unit Relocation occurs, ~~such~~the percentage of undivided interest of an Owner of more than one Unit may be reallocated among that ~~Owner's~~Owner's relocated Units at the request of that Owner, with an appropriate adjustment of Appendix B to ~~reflect~~reflect such reallocation without the need for further consent of the ~~Co-Owners~~Owners. The percentage of undivided interest in the Common Elements shall not be separated from ~~the~~a Unit to which it ~~appertains~~is allocated and shall be deemed to be

conveyed ~~or~~, encumbered, or ~~releases~~ released, as applicable, from liens with the Unit ~~even though~~ conveyance, encumbrance, or release, as applicable, of the Unit without the necessity of expressly describing such interest ~~is not expressly mentioned or described~~ in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, so long as ~~he~~ the Owner does not hinder or encroach upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors bounding ~~his~~ the Owner's Unit, nor shall the Owner be deemed to own the utilities running through ~~his~~ the Unit ~~which that~~ are utilized for, or serve, more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own the decorated and/or finished interior surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding ~~his~~ such Owner's Unit and shall have the obligations set forth in Section ~~13~~ 12 hereof with respect thereto.

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

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

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

the maintenance, repair or replacement of any plumbing fixtures, water heaters, air ~~condition~~ conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposals or ranges, range hoods and fans, carpeting and other furniture and furnishings that ~~may be in or connected with~~ are part of or used in connection with such Owner's Unit. ~~The~~ Each Owner shall also, at ~~the~~ Owner's ~~such~~ Owner's own expense, keep the Limited Common Elements ~~appurtenant to~~ appurtenant to the Owner's Unit or Units in a clean and sanitary condition. During the term of the ~~Camelback Inn Associates~~ Limited Partnership Agreement, ~~the~~ each Owner shall be relieved from the foregoing obligations under this Section ~~13~~ 12.

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

(d) The Obligation to Discharge Liens. Each Owner shall promptly discharge any lien (other than Mortgage liens) ~~which may~~ filed hereafter be filled against ~~his~~ the Owner's Condominium.

13. ~~14.~~ Prohibition Against Structural Changes by Owner:

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

14. ~~15.~~ Entry for Repairs:

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

15. ~~16.~~ Failure ~~FHlu~~Fe to Insist on Strict Performance ~~No~~Not a Waiver:

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

16. ~~17.~~ Limitation of Board of Directors' Liability:

The Board of Directors shall not be liable for any failure of any service to be obtained and paid for by the Board of Directors hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person, or resulting from electricity, water or rain which may leak or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by gross negligence of the Board of Directors. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken to comply with any law, ordinance, or order of a governmental authority.

17. ~~18.~~ Indemnification of Board of Directors Members:

Each ~~member of the Board of Directors~~Director shall be indemnified by the Owners against all expenses and liabilities, including ~~attorney's~~attorney's fees, reasonably incurred by or imposed upon ~~him~~such Director in connection with any proceeding to which ~~he~~the Director may be a party, or in which ~~he~~the Director may become involved, by reason of ~~his~~the Director's being or having

been a member of the Board of Directors, or any settlement thereof, whether or not ~~he~~the Director is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein ~~the member of the Board of Directors~~a Director is adjudged guilty of willful misfeasance or malfeasance in the performance of ~~his~~the Director's duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement as being for the best interests of the Camelback Inn Condominium.

18. 19-Insurance:

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

(a) Exclusive authority to adjust losses under policies hereafter in force of the Property shall be vested in, and the proceeds thereof payable to, the Board of Directors or its authorized representative as insurance trustee.

(b) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their ~~Mortgages~~Mortgagees;

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

(d) Each Owner shall notify the Board of Directors of all improvements by the Owner of ~~his~~the Owner's Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00)~~1,000~~;

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

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

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

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

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

(4) That any "no other insurance" clause in the master police on the Property

exclude individual Owners' ~~polices'~~ policies from consideration;

(g) ~~The annual insurance review which the Board of Directors is required to conduct as provided in section E(2) of the Article II of the By-Laws shall include an appraisal of the improvements in the Property by a~~ shall request from the representative ~~in~~ of the insurance agent writing the master policy, a statement of the value of the improvements on the Property.

19. Parking:

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

20. Sale and Right of First Refusal:

~~In the event that~~ If an Owner ~~of the Condominium shall wish~~ wishes to sell the ~~same,~~ Owner's Condominium and shall have received a bona fide offer therefor from a prospective purchaser, such Owner shall give written notice of ~~his~~ the Owner's intention to sell ("Notice"), together with the executed copy of the offer showing all terms thereof (the "Offer"), to the Board of Directors and the ~~Manager. Notice shall thereupon be given by the Manager to such Owners as had previously given written notice to the Manager of their interest in acquiring an additional Unit or Units, the cost of such notice to be borne by the selling Owner. Any such Owner who is interested in purchasing such a Condominium may request from the Manager a copy of the aforesaid offer. In the event that more than one such Owner is interested in purchasing the Unit, the Owner first in time in notifying the Manager of its interest in purchasing an additional Unit or Units shall be given priority. The Council of Co-Owners~~ Sales Agent. If the prospective purchaser is not an existing Owner (an "Outside Purchaser"), the Association, through the Board of Directors or any person named by the Board of Directors, shall have the right to purchase the subject Condominium for its own account or the account of any Owner as aforesaid upon the same terms and conditions as set forth in the offer therefor Offer, provided written notice of such election to purchase is given to the selling Owner, and matching down payment or deposit is provided to the selling Owner during the 30-day period immediately following the within fifteen (15) days after delivery of the ~~notice~~ Notice and ~~offer~~ Offer to the Board of Directors and ~~the Manager. The Board of Directors, in its discretion, may reduce from 30 to 15 days the period of time the Council of Co-Owners, or any person named by~~ Sales Agent (the "Right of First Refusal Period"). If the Board of Directors, have the waives or otherwise elects not to exercise its right to purchase the selling ~~Owner's~~ Owner's Condominium. within the Right of First Refusal Period, written notice shall thereupon be given by the Sales Agent (such notice, a "Section 20 Notice") to such Owners as had previously given written notice to the Sales Agent of their interest in acquiring an additional Unit or Units, and the cost of preparing and distributing the Section 20 Notice shall be borne by the selling Owner. Any such Owner who is interested in purchasing the Unit(s) described in the Section 20 Notice may request from the Sales Agent a copy of the Offer and shall provide notice to the Sales Agent within fifteen (15) days after receipt of the Section 20 Notice (the "Bidding Period") of the Owner's election (a "Qualifying Bid") to either (i) match the Offer or (ii) propose a counteroffer that may only vary from the terms and conditions contained in the Offer by offering a higher total purchase price for the Unit(s) described in the Section 20 Notice. If more than one Owner places a Qualifying Bid on the Unit(s) prior to the expiration of the Bidding Period, the Qualifying Bid containing the highest total purchase price (the "Winning Bid") shall be granted the right to

purchase the Unit(s) described in the Section 20 Notice; provided, however, that if there is a tie

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

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

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

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

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

~~The failure of or refusal by the Board of Directors to exercise the right to so purchase shall not constitute or be deemed to be a waiver of such right to purchase when and Owner receives any subsequent bona fide offer from a prospective purchaser.~~

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

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

The transfer of a deceased joint ~~tenant's~~ tenant's interest to the surviving joint tenant or the transfer of a ~~deceased's~~ deceased's interest to a devisee by will or ~~his~~ to the heirs at law under intestacy laws shall not be subject to the provisions of this Section 20.

If an Owner of a Condominium can establish to the satisfaction of the Board of Directors (or the Sales Agent or Transfer Agent on the Board's behalf)

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

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

Upon written request of any prospective transferor, purchaser, or Mortgagee of any Condominium, the Board of Directors shall ~~forthwith, or where time is specified, at the end of~~ within 20 days after written request therefor, deliver to the party requesting the timesame, issue a written and acknowledged certificate in recordable form ~~evidencing~~ stating that:

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

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

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

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

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

~~21. Parking:~~

~~The Property has or will have open parking areas. Said areas shall be Common Elements no generally assigned to specific Units. The Board of Directors is authorized to make such rules and regulations as may be required for the efficient and best use of such parking areas.~~

21. ~~22.~~ No Partition:

There shall be no judicial partition of the Property of any part thereof, nor shall ~~MCDC or~~ any person acquiring any interest in the Property or any part thereof seek any such judicial partition, ~~until the happening of the conditions set forth~~ except as stated in Section 6 of this Restated Declaration ~~in the case of damage or destruction or unless the Property has been removed from or~~ if the provisions of the Condominium Act no longer apply to the Property as provided in ~~Section 33-556 of that Act~~ A.R.S. § 33-1228; provided, however, that if any Condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Condominium.

22. ~~23.~~ Enforcement:

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

23. ~~24.~~ **Personal Property:**

The Board of Directors or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be held by the Owners in the same proportion as their respective undivided interests in the Common Elements, and shall not be transferrable except with a transfer of a Condominium. A transfer of a Condominium shall vest in the transferee ownership of the ~~transferor's~~transferor's beneficial interest in such personal property.

~~At the time when the first conveyances of Units are made by MCDC to the Owners, MCDC shall execute and deliver a bill of sale to the Council of Co-Owners, transferring title to all items of personal property located on the Property and furnished by MCDC, which personal property is intended for the common use and enjoyment of the Owners.~~

24. ~~25.~~ **Interpretation:**

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

25. ~~26.~~ **Amendment:**

Except as otherwise provided herein and except as prohibited by the Condominium Act, the provisions of ~~the~~this Restated Declaration may be amended at a meeting of the ~~Council of Co-Owners~~Association by the affirmative vote of Owners holding at least ~~75~~sixty seven percent (67%) of the total voting power (~~as determined under Appendix B of the Declaration~~), which amendment shall be effective upon recordation with the ~~Recorder of~~ Maricopa County Recorder; provided, however, that any amendment ~~which~~that alters or prohibits the use of the Property as a resort hotel shall require approval of one hundred percent (100%) of all ~~the~~ Owners. The ~~President, or any other Officer, of the Condominium~~president of the Association or the secretary of the Association, as instructed by the president, may execute and cause to be recorded amendments to this Restated Declaration that are duly approved in accordance with this Restated Declaration and the Condominium Act.

~~to the Declaration. Any amendment altering the percentage of undivided interest in the Common Elements or voting rights shall require the approval of all the Owners; provided, however, that MCDC, or its successor in title (excluding, however, purchasers of individual Condominiums), reserves the right and power, without the consent of any Owner, to amend this Declaration to include to a total of 413 Units within the Camelback Inn Condominium. MCDC reserves the right and power to raze any Units owned by it which it determines, in its sole discretion, cannot feasibly be maintained as part of the Camelback Inn, as well as the right and power to build additional Units. Any Unit when razed shall cease to have a Common Element Percentage Index. Said right to raze and build shall be subject to the Land Use Plan as approved by Maricopa County and attached hereto as Appendix D and made a part hereof. The designation of each Unit in the proposed new construction phase, a statement of its location, and its Common Element Percentage Index are set forth respectively in Appendix B. MCDC, or any such successor, shall have the right, prior to the execution and recording of the aforesaid amendments to this Declaration, to change the number, size, layout, location, and Common Element Percentage Index of such new Units provided such changes conform with Appendix D and the ratio of the changed Common Element Percentage Index of any such new Unit to its then approximate value is substantially similar to the ratio of the~~

~~aggregate Common Element Percentage Indices of. The Units initially established by this Declaration to their then aggregate approximate values.~~

26. ~~27.~~ Severability:

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

27. ~~28.~~ Captions:

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

28. ~~29.~~ Law Controlling:

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

29. ~~30.~~ Effective Date:

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

30. ~~31.~~ Amended Declaration:

This Restated declaration restates and supersedes the Original Declaration in its entirety.
~~This composite Declaration supersedes in its entirety the Declaration filed on April 28, 1972, including all Appendices thereto, and all prior amendments thereto and composites thereof.~~

[Signature on Following Page]

[Link-to-previous setting changed from on in original to off in modified.]

CAMELBACK INN

_____, President, ~~Council of~~
~~Co-Owners~~ Association

The foregoing instrument was acknowledged before me this _____ day of _____, ~~2024~~2025, by _____, President of the ~~Council of Co-Owners~~Association of Marriott Resort Hotel Condominium — Camelback Inn, on behalf of the ~~Council of Co-Owners~~Association.

[Link-to-previous setting changed from on in original to off in modified.]