

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, owners in fee of that certain real property situated in the State of Arizona, County of Pima, known as 1949 North Swan, Tucson, Pima County, Arizona, more specifically described as follows:

(see attached legal description)

hereby covenant, agree and declare that all of said property and Apartment Units hereon are and will be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of all of the property described herein, and the owners thereof, their heirs, successors, grantees and assigns. This Declaration, together with the Plat heretofore recorded in Book 31, Page 86, and the Declaration of Horizontal Property Regime, heretofore recorded in Docket 6182, Page 222-229, establishes a plan for the individual ownership of real property estates consisting of an area of cubic space and the improvements contained therein, a designated interest in the described "private yard areas" and the designated carport space or garage, and 1/34th interest in the real property described above and all of the remaining property which is hereinafter defined and referred to as the "Common Element." Said instruments establish and impose a plan of condominium ownership for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions and restrictions upon said land and upon any and all Apartment Units located thereon, and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said Apartment Units, or property or portion thereof shall be and is subject to the said covenants, conditions and restrictions as follows:

ARTICLE I

DEFINITIONS

SECTION 1. The terms "Common Elements," "Private Yard Areas," "Apartment Unit" and "Designated Carport Space or Garage" shall have the definition which is given to them in the Plat and Declaration of Horizontal Property Regime as recorded in Book ___ of Maps at Page ___ thereof, and Docket ___ at Page ___ in the Office of the Pima County Recorder.

SECTION 2. "Association" shall mean and refer to LINDEN PLACE HOMEOWNERS ASSOCIATION, INC., its successors and assigns, and shall constitute the Council of Co-Owners referred to in A.R.S. 33-551 et seq.

SECTION 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Common Elements shall also include all community and commercial facilities, if any, streets and alleys, public utility lines, and public parking areas, private sewer lines and garbage and trash bins.

SECTION 4. "Member" shall mean and refer to every person or entity who holds Membership in the Association.

SECTION 5. "Owner" shall mean and refer to the owner entitled to possession of each Apartment Unit which is part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Declarant" shall mean and refer to SWAN LINDEN DEVELOPMENT ASSOCIATES, an Arizona Limited Partnership, its successors or assigns.

SECTION 7. "Mortgage" shall include not only mortgages but also deed of trust, and the term "mortgagee" shall include a beneficiary under a deed of trust.

ARTICLE II MEMBERSHIP

Every person or entity who is the owner entitled to possession of any Apartment Unit which is subject to this Declaration of Covenants, Conditions and Restrictions to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Apartment Unit which is subject to assessment by the Association. Ownership of such Apartment Unit shall be the sole qualification for membership.

Any purchaser, tenant or sub-tenant must be first approved by the Board of Directors of LINDEN PLACE HOMEOWNERS ASSOCIATION, INC. Said Board shall be given notice in writing of any intended sale or lease or sub-lease. Said Board shall have fifteen (15) days after receiving such notice to approve or disapprove the same showing cause. In the event no action is taken within said fifteen (15) days, said intended sale, lease or sub-lease shall be deemed approved. In addition, within said fifteen (15) day period said Board shall have the option to purchase, lease or sub-lease the same, as the case may be, for and on behalf of the owners of the other parcels, on the same terms of sale, lease or sub-lease, as the case may be. Any sale, lease or sub-lease of a Unit by its owner, or transfer of the same by operation of law, shall serve to transfer, convey, lease or sub-lease to the same extent all of said owner's right, title and

interest in and to the property held in common. No Apartment Unit may be rented for a hotel or any other transient purpose, which shall be construed to mean for a period less than sixty (60) days. The provisions of this paragraph shall not apply to the Declarant.

ARTICLE III
VOTING RIGHTS

SECTION 1. The Association shall have one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each apartment unit in which he owns or holds an interest required for membership, pursuant to the provisions of ARTICLE II, MEMBERSHIP. For the purposes hereof, there shall be but one (1) vote for each apartment unit whether or not the same is owned by one (1) person, by a husband and wife, or by joint tenants, or any other form of ownership. Such co-owners must agree on the vote and if they cannot agree, the vote may not be cast.

SECTION 2. Each owner designates the Declarant as Trustee to hold his stock and to vote the same pursuant to the limitations hereof:

(a) This voting right shall continue until thirty-four (34) of the apartment units have been sold and occupied, or until January 1, 1982, whichever shall first occur.

(b) The Trustee shall have the power to terminate the Trust any time prior to the sale and occupancy of thirty-four (34) apartment units, or prior to January 1, 1982. When the Trust is terminated, either at the discretion of the Trustee or in accordance with this ARTICLE, the members shall proceed according to these Conditions and to the By-Laws of the Association.

ARTICLE IV
PROPERTY RIGHTS

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every Member shall have a right and easement of enjoyment in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title of every assessed Apartment Unit, subject to the following conditions:

(a) The right of the Association to limit the number and manner of guests' usage to a reasonable manner and extent.

(b) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Apartment Unit remains unpaid; and for a period not to exceed one hundred twenty (120) days for any infraction of its published rules and regulations.

SECTION 2. DELEGATION OF USE. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the

Common Elements and facilities to the members of his family, his tenants, his guests, or contract purchasers who reside on the property, so long as said usage is reasonable and within the rules established by the Association.

SECTION 3. GENERAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, gas, telephones and electricity. In addition, there is hereby created an easement for the purpose of making any necessary repair to adjacent Apartment Units.

SECTION 4. PARKING SPACES. Each Member shall have the exclusive right to use one (1) designated carport parking space or garage as shown on the Plat referred to hereinabove so long as said space is maintained in a clean and orderly condition and not merely for storage or repair purposes. Said carport parking space shall be subject to ARTICLE VI, ARCHITECTURAL CONTROL, and may not be enclosed, modified or converted into living space without compliance with ARTICLE VI.

A nonexclusive private easement is established over and across the common elements, driveways, roads and alleyways within this project for ingress and egress and service, and for other uses which do not unreasonably interfere with their use by others. Gates shall be placed between rear private yard areas designated to Units 1 through 10. SAID GATES ARE FOR THE PURPOSE OF PROVIDING EMERGENCY FIRE EXITS AND EGRESS OR RESCUE PATHS TO AND FROM SAID UNITS. Locks on said gates shall not be installed or permitted, nor shall access to said gates be locked, blocked, barred or hindered. No parking, placing, standing, storage or repair of motor vehicles shall be conducted or permitted upon any of the driveways, roads and alleyways.

ARTICLE V

MAINTENANCE ASSESSMENTS

SECTION 1. LINDEN PLACE HOMEOWNERS ASSOCIATION, INC., shall be responsible for the maintenance and upkeep of the property and improvements in the Common Elements, shall do all things necessary for the general benefit and welfare of the property owners in the Common Elements, and shall manage and maintain said Common Elements in accordance with its By-Laws, its Articles of Incorporation, and provisions of these presents.

The owners of the Apartment Units shall be responsible for the maintenance and repairs of all portions of their respective Apartment Units and carport parking space or garage. Each owner shall undertake his obligation of maintenance and repairs without disturbing in any manner the rights of other owners. Each owner shall also be responsible for the maintenance, upkeep and repair of the portion of the Private Yard Area assigned to

him. Each owner shall be responsible for and pay for all damages he, his guests or employees may cause to any Apartment Unit other than his own, or to any portion of the Common Elements or the Private Yard Areas. In addition, each owner shall be responsible for his own Apartment Unit's utilities costs (excluding water) and valorem taxes (for both the Apartment Unit and the owner's undivided interest in the Common Elements and the Private Yard Areas), and appliance repairs, including but not limited to refrigeration units, refrigerators, furnace, fans, stove, water heater, dishwasher, disposer and all other appliances within his own Apartment Unit.

SECTION 2. LINDEN PLACE HOMEOWNERS ASSOCIATION, INC., shall have the power and be required to levy monthly assessments for the purposes set forth in Section 3 hereinbelow, payable at least one (1) month in advance, by means of notice and/or invoice to the owners. LINDEN PLACE HOMEOWNERS ASSOCIATION, INC., shall have the authority and power to collect delinquent assessments by action at law or otherwise from the owners. Payment shall be due on the first day of each month after closing of the sale of the Apartment Unit, and shall become delinquent ten (10) days thereafter if not fully paid. All delinquent assessments shall become a lien on said Apartment Unit and shall bear interest at the rate of twelve percent (12%) per annum from the date on which they become delinquent.

Any such lien shall be subject and subordinate to and shall not affect the rights of any recorded first realty mortgage upon any of said Apartment Units made in good faith and for value, whether or not now existing or made and recorded at any time hereafter. Should a mortgage of a first mortgage of record, or any assignee of a first mortgage, obtain title to any Apartment Unit as a result of a foreclosure of the first mortgage, such acquirer of title, his successors or assigns, including any purchaser at the Sheriff's Sale ordered by said foreclosure, shall not be liable for the share of common expenses or assessments by the Association, chargeable to such Apartment Unit which became due prior to acquisition of title to such Apartment Unit by such acquirer. After acquisition of title, such acquirer shall pay the share of common expenses or assessments chargeable to such Apartment Unit.

In the event it shall become necessary for the Association to employ attorneys to collect delinquent assessments, whether by foreclosure of the lien created herein or otherwise, the delinquent owner shall pay, in addition to the assessments and interest accrued thereon, a reasonable attorney's fee and all other costs and expenses incurred by the Association as a result of said delinquency.

SECTION 3. The owner of each Apartment Unit shall pay to the Association within ten (10) days from the receipt of notice and invoice, a sum equal to the following: 1/34th of the actual costs to the Association of all water used in the properties both for private use and for the Common Elements, planting, landscaping and maintenance for all Common Elements, legal and accounting expenses of the Association, street and alley maintenance, repair and cleaning, a management fee for the property's manager, gas and electric expenses of the Common Elements, insurance premiums (described below in Section 4), and for a reserve account for the repair, maintenance and rebuilding of fences, roads and other permanent structures which are part of the Common Elements, utility and sewer service lines held in common, for the maintenance and repair of the portions of the Apartment Units which the Association has the responsibility for under Section 1 of this Article, and repair and maintenance and other necessary costs in said Common Elements.

An owner cannot exempt himself or his unit from this assessment by non-use of the Apartment Unit, but he shall be liable for the same as long as he shall own the Apartment Unit.

Should an owner make a voluntary conveyance of an Apartment Unit, he and his buyer shall be and remain jointly and severally liable for the payment of all past assessments existing unpaid at the time of the conveyance.

SECTION 4. LINDEN PLACE HOMEOWNERS ASSOCIATION, INC., shall secure policies so that a blanket insurance policy is in force at all times covering all Association activities and property with liability insurance in the amount of One Million Dollars (\$1,000,000.00).

Each owner shall secure a fire and extended coverage insurance policy or policies in an amount sufficient to adequately and properly insure his Apartment Unit and the Private Yard Area assigned to him. In the event of damage or destruction to the owner's Apartment Unit or Private Yard Area assigned to him by fire or other casualty, the owner shall make immediate arrangements for the rebuilding or repairing of said property. If he does not commence rebuilding or repairing the damaged or destroyed property within thirty (30) days of the casualty loss, then the Association shall have the right to contract for the rebuilding or repair itself, and charge the owner for said rebuilding and/or repairing. Such cost shall become a lien on the owner's property and may be enforced to the same extent as the lien heretofore described for the nonpayment of the maintenance assessments.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or, if not, then according to plans and specifications approved by the Board of Directors of the Association, and by the

owners of all damaged property therein, which approvals shall not be unreasonably withheld.

SECTION 5. The Board of Directors of the Association shall have the right to designate a person who may enter into an Apartment Unit for fire and safety inspection purposes, said right of entry to be only at reasonable times and reasonable intervals.

SECTION 6. No agreement made by the Association may affect the right of any prior mortgagee of the described property.

SECTION 7. The duty of an owner to pay the monthly maintenance assessment as provided for in this Article is absolute and shall not be affected by any claim the owner may have, or believes he has, against any other person or corporation, including the Declarant or any contractor or sub-contractor connected in any way with any construction or alterations on the properties.

ARTICLE VI ARCHITECTURAL CONTROL

Except for improvements or alterations undertaken by the Declarant, no building, fence, wall, enclosure or other structure or modification shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by eighty-five percent (85%) of the owners. In the event said owners fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. Each Apartment Unit shall only be used for residential purposes, except for any Unit designated as a model or a sales office. No Apartment Unit shall be used for anything other than one (1) single-family dwelling. No Apartment Unit may be divided or subdivided into a smaller unit.

SECTION 2. ANTENNAE. No outside visible antennae of any type shall be erected or maintained anywhere on the property by any owner, except for those approved by the Declarant prior to the sale of that owner's Apartment Unit, or approved under Article VI above.

SECTION 3. SIGNS. No signs, posters, billboards or advertisements of any type may be erected or displayed on the property, except for a small, tasteful "For Rent" or "For Sale" sign for each Apartment Unit, which sign shall not be larger than four (4) square feet. This provision does not apply to the Declarant during the sale period of the property.

SECTION 4. NOISE. No owner shall engage in any activity or permit any activity to occur in the properties which shall result in unusual, loud or obtrusive noise or sounds.

SECTION 5. BOATS AND TRAILERS. No parking area, carport or garage, or other area within the properties shall be used for the storage of any boat, boat trailer, travel trailer, dune buggy or other off-road vehicle, luggage trailer or similar vehicles, or for any camper top not attached to a vehicle, or for any commercial type vehicle, nor shall there be permitted within the properties any repair work performed on any type of vehicle and no machines, tools or equipment shall be used, or other activity performed in the carport, garage, driveways or Common Elements which is noisy, noxious or disturbing to other Association members.

ARTICLE VIII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on Exhibit 1 and, in addition thereto, easements for installation and maintenance of sewers, utilities and drainage facilities are reserved in and along the Common Elements and roadways within the property for the benefit of the owners and the Association.

Within these easements, no building shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities, sewers and drainage facilities. The easement area of each Apartment Unit and improvements on it shall be maintained continuously by the owner of the Apartment Unit, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX GENERAL PROVISIONS

SECTION 1. 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, charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the
Declarants, have hereunto set their hand and seal this 18th day
of December, 1979.

BY Eric Gregory Moore
GENERAL PARTNER
ERIC GREGORY MOORE

By Michael J. Hanson
GENERAL PARTNER
MICHAEL J. HANSON

On this, the 18th day of December, 1979, before me, the undersigned Notary Public, personally appeared ERIC GREGORY MOORE and MICHAEL J. HANSON, who acknowledged that they are the General Partners of SWAN LINDEN DEVELOPMENT ASSOCIATES, an Arizona Limited Partnership, being authorized so to do, and executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership as General Partners.

Official Seal:
Victoria L. [Signature]
 Notary Public

as General Partners.

LEGAL DESCRIPTION

That portion of the North Half of the Southeast Quarter of the Northeast Quarter of Section 3, Township 14 South of Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the Southeast corner of Lot 8, Block 1 of Madelyn Park Annex as said subdivision is shown in Book 7 of Maps and Plats at Page 61 in the Office of the Pima County Recorder, Pima County, Arizona

Thence South $0^{\circ}10'00''$ East along the Westerly right-of-way of Swan Road, 90.0 feet to the true point of beginning of the parcel herein described

Thence Sout $89^{\circ}45'38''$ West parallel to the South line and its Westerly extension of Lot 8, Block 1 of Madelyn Park Annex, 368.29 feet to the Easterly right-of-way of Bell Avenue

Thence South $0^{\circ}12'50''$ East along the Easterly right-of-way of Bell Avenue, 268.56 feet to a point of curve

Thence around a curve concave to the Northeast with a central angle of $89^{\circ}51'15''$ and a radius of 25.0 feet, a distance of 39.20 feet to a point of tangency on the North line of Linden Street

Thence $89^{\circ}55'55''$ East, along the North line of Linden Street, 318.07 feet to a point of curve

Thence around a curve concave to the Northwest with a central angle of $90^{\circ}05'55''$ and a radius of 25.0 feet, a distance of 39.31 feet to a point of tangency on the West line of Swan Road

Thence North $0^{\circ}10'00''$ West along the Westerly right-of-way of Swan Road, 269.88 feet to the true point of beginning

That portion of Madelyn Park Annex as recorded in Book 7 at Page 61 of Maps and Plats in the Office of the Pima County Recorder, Pima County, Arizona marked (Not included Madelyn Dotson) except that portion lying 90.0 feet Southerly of Lot 8, Block 1 (and its Westerly Projection).

DECLARATION OF HORIZONTAL PROPERTY REGIME

SWAN-LINDEN DEVELOPMENT ASSOCIATES, an Arizona Limited Partnership, hereinafter referred to as "Declarant," hereby submits the below-described property to a Horizontal Property Regime as follows:

ARTICLE I

That Declarant owns in fee the property described as 1949 North Swan, Tucson, Pima County, Arizona, more specifically described as follows:

(See attached legal description)

said property being platted as a Horizontal Property Regime according to the Plat recorded in the Office of the County Recorder of Pima County, Arizona, in Book 31 of Maps, at Page 86 thereof.

ARTICLE II

That Declarant hereby submits said property and the improvements thereon to a Horizontal Property Regime pursuant to Chapter 4.1, Article I, Sections 33-551 to 33-561 inclusive, Arizona Revised Statutes, and does further declare said property subject to the following express conditions as to the uses thereof:

1. The name of the Horizontal Property Regime shall be Linden Place Condominiums.
2. The name of the Horizontal Property Regime shall be composed of thirty-four (34) individual Apartment Units, situate within the above-described land. Each Apartment Unit in the Horizontal Property Regime shall include an individual apartment, and the exclusive right to use the private yard immediately adjacent thereto, shown on the Plat as cross-hatched areas, together with a 1/34th undivided interest in the Common Elements, all as more fully set forth and described in the Plat referred to in ARTICLE I above, which Plat is incorporated herein by this reference hereto. In addition, each Apartment Unit shall have the exclusive right to use the designated car-port space or garage, marked on the Plat which bears its number. The boundaries of the private yard areas shall be the legal boundaries of the property described above, together with the fences which physically abut the private yard areas. The interest of each owner of an Apartment Unit for yards abutted by a fence shall be the center of such fence.

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3. There shall be six (6) Condominium Unit buildings, all as shown in said recorded Plat referred to in ARTICLE I above, in the Horizontal Property Regime and the cubic content space of each building, and each designated carport space or garage with reference to its location on the land is more fully set forth and described in the recorded Plat referred to in ARTICLE I above.

4. The cubic content space of each Apartment Unit, subject to undivided ownership and exclusive control, is as is more fully set forth and described in the recorded Plat referred to in ARTICLE I above.

5. The Common Elements, of which each Apartment Unit shall own a 1/34th undivided interest, shall include and consist of all of the property described in ARTICLE I above which is not shown as or defined as an Apartment Unit herein nor as a portion of the "Private Yard Areas."

6. All reference to vertical dimensions made in this document or in the recorded Plat referred to above shall be based upon a Bench Mark.

DATED this 18th day of December, 1979.

SWAN LINDEN DEVELOPMENT ASSOCIATES,
an Arizona Limited Partnership,

By Eric Gregory Moore
GENERAL PARTNER, ERIC GREGORY MOORE


By Michael J. Hanson
GENERAL PARTNER, MICHAEL J. HANSON

STATE OF ARIZONA)
) ss.
County of Pima)

On this, the 18th day of December, 1979,
before me, the undersigned Notary Public, personally appeared
ERIC GREGORY MOORE and MICHAEL J. HANSON, who acknowledged that
they are the General Partners of SWAN LINDEN DEVELOPMENT
ASSOCIATES, an Arizona Limited Partnership, and that as such
General Partners, being authorized so to do, executed the fore-
going instrument for the purposes therein contained, by signing
the name of the Partnership.

WITNESS my hand and official seal.

Victoria L. [Signature]
Notary Public



My Commission Expires:
My Commission Expires July 27, 1983

LEGAL DESCRIPTION

That portion of the North Half of the Southeast Quarter of the Northeast Quarter of Section 3, Township 14 South of Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the Southeast corner of Lot 8, Block 1 of Madelyn Park Annex as said subdivision is shown in Book 7 of Maps and Plats at Page 61 in the Office of the Pima County Recorder, Pima County, Arizona

Thence South $0^{\circ}10'00''$ East along the Westerly right-of-way of Swan Road, 90.0 feet to the true point of beginning of the parcel herein described

Thence Sout $89^{\circ}45'38''$ West parallel to the South line and its Westerly extension of Lot 8, Block 1 of Madelyn Park Annex, 368.29 feet to the Easterly right-of-way of Bell Avenue

Thence South $0^{\circ}12'50''$ East along the Easterly right-of-way of Bell Avenue, 268.56 feet to a point of curve

Thence around a curve concave to the Northeast with a central angle of $89^{\circ}51'15''$ and a radius of 25.0 feet, a distance of 39.20 feet to a point of tangency on the North line of Linden Street

Thence $89^{\circ}55'55''$ East, along the North line of Linden Street, 318.07 feet to a point of curve

Thence around a curve concave to the Northwest with a central angle of $90^{\circ}05'55''$ and a radius of 25.0 feet, a distance of 39.31 feet to a point of tangency on the West line of Swan Road

Thence North $0^{\circ}10'00''$ West along the Westerly right-of-way of Swan Road, 269.88 feet to the true point of beginning

That portion of Madelyn Park Annex as recorded in Book 7 at Page 61 of Maps and Plats in the Office of the Pima County Recorder, Pima County, Arizona marked (Not included Madelyn Dotson) except that portion lying 90.0 feet Southerly of Lot 8, Block 1 (and its Westerly Projection).

ARTICLES OF INCORPORATION
OF
LINDEN PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. The name of the corporation is LINDEN PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II. The time of commencement of this corporation shall be the day these Articles are filed by the office of the Arizona Corporation Commission. The period of corporate existence shall be perpetual.

ARTICLE III. The purpose for which this corporation is organized is the transaction of any and all lawful business for which non-profit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE IV. The main purpose of the corporation is to provide for the maintenance of the real property and improvements thereon, provide for ownership of common property, and provide for recreation, safety, enjoyment and welfare of residents of the properties located at 1949 North Swan, Tucson, Arizona 85716.

ARTICLE V. The corporation's principal place of business shall be 2731 East Elm, Tucson, Arizona.

ARTICLE VI. The maximum indebtedness of the corporation, including any principal amount of mortgages outstanding at any time, shall not exceed the value of the assets of the corporation.

ARTICLE VII. The annual meeting shall be held on the third Monday in January of each year.

ARTICLE VIII. The initial Statutory Agent shall be Michael Hornisher, 1632 East Ft. Lowell Road, Tucson, Arizona 85719.

ARTICLE IX. The private property and earnings of the members, officers and directors are forever exempt from the debts and obligations of this corporation.

ARTICLE X. There shall be a President, Vice President, Secretary and Treasurer, and no less than three (3) and no more than five (5) directors. The election of the directors was held at 1632 East Ft. Lowell Road, Tucson, Arizona 85719, on September 14, 1979, at 3:00 P.M. The names and addresses of the original directors who were elected at this meeting are:

Eric Gregory Moore	Michael J. Hanson
P.O. Box 41044	7110 North Oracle
Tucson, Arizona 85717	Tucson, Arizona

The directors are also the incorporators of this corporation who shall serve until the first annual meeting of the shareholders or until their successors are elected and qualified. The activities and affairs of the corporation shall

be managed by the Board of Directors and the Board shall have power to amend these Articles.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of December, 1979.

INCORPORATORS:

Eric Gregory Moore
ERIC GREGORY MOORE

Michael J. Hanson
MICHAEL J. HANSON

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing Articles of Incorporation were acknowledged before me this 18th day of December, 1979, by ERIC GREGORY MOORE and MICHAEL J. HANSON.

Victoria L. Leach
Notary Public

My Commission Expires:

My Commission Expires July 27, 1983



BY-LAWS
OF

LINDEN PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

BOARD OF DIRECTORS

SECTION 1. The Board of Directors of the Association shall consist of not less than three (3) Members to be elected from the Membership in the Association. Each Member of the Board shall be elected for a term of one (1) year and shall be eligible for re-election.

SECTION 2. Election to the Board of Directors shall be by ballot of the Members. A plurality of the votes cast shall be required to elect.

SECTION 3. Any Member of the Board who shall absent himself from an Annual Meeting, unless he shall present reason satisfactory to the Board, shall be deemed to have resigned and shall cease to be a Member of the Board. He may be reinstated by a majority vote of the Board as a Member.

SECTION 4. Subject to the limitations of the Articles of Incorporation, of the By-Laws, and of the Arizona General Corporation Law as to action to be authorized or approved by the Members, all Association powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board of Directors.

ARTICLE II

OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The offices of the Secretary and Treasurer may be held by the same person.

SECTION 2. The President or in the absence of the President, the Vice President, shall preside over all meetings of the Board of Directors and Association. In the absence of both the President and Vice President at meetings of the Association, a temporary chairman shall be elected from among the Members present.

SECTION 3. The President shall be a Member Ex-Officio of all Committees.

SECTION 4. The Secretary shall keep a complete record of all proceedings and reports of the Board of Directors. He shall send notices of meetings as provided below, and keep a roll of the Association and perform all other duties usually appertaining to the office of Secretary.

SECTION 5. The Treasurer shall perform the duties usually assigned to this office. He shall make payments for bills previously approved by the Board. In the absence or

incapacity of the Treasurer, his duties may be delegated by the Board to one of its Members, or to any other person selected by the Board.

ARTICLE III

MEMBERSHIP

SECTION 1. Membership in the Association shall be based upon the fee ownership of one (1) of the apartment units included in the property known as 1949 North Swan, Tucson, Arizona 85716, as described in the Articles of Incorporation. Membership shall be limited to one (1) owner for each apartment unit. One (1) share in said Association shall be issued to the fee owner of each apartment unit. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any apartment unit which is subject to assessment by the Association. In the event more than one (1) apartment unit is owned by the same individual, firm, partnership or corporation, each shall be entitled to as many votes as apartment units owned.

SECTION 2. SUSPENSION OF MEMBERSHIP. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such right of a Member may also be suspended, after notice and hearing, for a period not to exceed fifteen (15) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Elements.

ARTICLE IV

MEETINGS

SECTION 1. The Annual Meeting of the Association for the election of Members of the Board of Directors and the transaction of the general business of the Association shall be held on the second Monday of January of each year, provided, however, that should said day fall on a legal holiday, then such Annual Meeting shall be held on the next day thereafter ensuing which is not a legal holiday.

Written notice of each Annual Meeting shall be given to each Member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to each Member at his address appearing on the books of the Association, or by him to the Association for the purpose of notice. All such notices shall be sent to each Member entitled thereto not less than ten (10) days before each Annual Meeting.

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SECTION 2. Special Meetings of the Association may be called at the time by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board. Notice of such Special Meeting shall be given at least ten (10) days prior to the holding of such meeting and shall state the purpose for which the meeting is called.

A majority of the Members of the Association shall constitute a quorum at any meeting thereof.

SECTION 3. Meetings of the Board of Directors shall be held annually immediately following the meeting of the Association.

The President may call a Special Meeting at any time and a Special Meeting must be called upon written request of any two (2) Directors. Ten (10) days' notice of any Special Meeting must be given to Members of the Board.

A majority of the Members of the Board shall constitute a quorum at any meeting thereof.

ARTICLE V AMENDMENTS

These By-Laws may be amended by the vote of a majority of any Members present at a regular or special meeting of the Association, provided notice of such amendment or amendments shall have been given to the Members of the Association at least one (1) month prior to the meeting therefor.

Members not present at such meeting may vote by addressing a letter to the Secretary.

ADOPTED by the Board of Directors of LINDEN PLACE HOMEOWNERS ASSOCIATION, INC., this 18th day of December, 1979.

Eric Gregory Moore
ERIC GREGORY MOORE

Michael J. Hanson
MICHAEL J. HANSON

153064

fee 9.50

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State of Arizona } ss
County of Pima }

I hereby certify that the instrument was filed for record as requested
On Dec 26 1979 - 830AM
Date DEC 26 1979 - 830AM
Book 6182 Page 222-239

Witness my hand and Official Seal
day and year above written
JOE BEDARD County Recorder
BY Joe Bedard
Deputy

