

BY-LAWS

AMENDMENT TO THE BYLAWS OF
HALLCRAFT VILLAS EAST I, II AND III

ADOPTED BY THE MEMBERS OF THE
ASSOCIATION ON October 22, 1982

ARTICLE I.

The previous Article I, Section 3 of the ByLaws is hereby deleted and the following substituted therefor:

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these ByLaws, to the Regulatory Agreement, attached as Exhibit "C" to the recorded Plan of Apartment Ownership, and the Declaration of Horizontal Property Regime for Hallcraft Villas East Condominium recorded at Docket 9534, pages 735-745 (the "Declaration").

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these ByLaws, the provisions of the Regulatory Agreement, and those of the Declaration are accepted, ratified and will be complied with.

The following two new Articles are hereby added to provide as follows:

ARTICLE XII.

Section 1. Family units may be rented in accordance with the covenants and restrictions contained in the Declaration provided the occupancy is only by the tenant, members of his family and his social guests. A tenant, like every owner, shall be subject to all provisions of the Declarations, the ByLaws, Regulatory Agreement and Rules and Regulations governing the residency at Hallcraft Villas East I, II and III. It is recommended that a statement to this effect be included in all tenant leases, but the absence of such statement shall not relieve a tenant of the obligations thereby imposed upon him. Each owner shall be fined in an amount equal to and in addition to the then current monthly maintenance fee for each act and/or omission of his tenant which:

- (a) violates any provision contained in the Declaration, ByLaws, Regulatory Agreement or Rules and Regulations;
- (b) causes any property damage to the common elements; or,

- (c) in the opinion of a majority of the Board of Directors for Hallcraft Villas East I, II and III, adversely affects the health, happiness and enjoyment of any other owner or tenant in their occupancy.

Each month during which any such failure by the tenant to meet his obligations as set forth herein remains uncorrected or offending behavior is not modified, the owner shall be fined an additional amount equivalent to and in addition to the then currently assessed monthly maintenance fee.

Section 2. It shall be the responsibility of the owner of each unit so rented to inform the Management Agent of the full name of each tenant, and the license numbers of all vehicles belonging to the tenant, within ten (10) days of the time said tenant shall move into the unit. In the event an owner should fail to provide the information required by this Section to the Management Agent, the owner shall be fined in an amount equivalent to and in addition to the then current monthly maintenance fee for each month during which the owner fails to so comply. Further, in such event, the Board or Management Agent may but is not obligated to attempt to obtain this information directly from the tenant.

Any owner whose unit is being rented as of the effective date of this amendment shall have twenty (20) days from said date to provide the information required herein to the Management Agent, or become subject to fines as set forth herein.

Section 3. All fines as described in Article XII, Sections 1 and 2 hereinabove shall be deemed to be sums assessed by the Association as contemplated by the Declaration, and as such, if not paid when assessed, shall constitute a lien on the owner's unit which may be foreclosed or otherwise collected as provided in paragraph (J) of the Declaration or any other controlling documentation.

ARTICLE XIII.

If an owner defaults in making a payment on any sums assessed by the Association, including but not limited to, monthly maintenance fees, special assessments, and fines, or if the owner defaults in the performance or observance of any provisions of the ByLaws, Declaration, Regulatory Agreement, or Rules and Regulations governing the Hallcraft Villas I, II and III Homeowners Association, and the Association has obtained the services of an attorney with respect to said defaults, the owner covenants and agrees to pay to the Association any and all costs or fees involved thereby including all attorneys' fees and costs, regardless of whether or not a suit has been instituted. In the event a suit is instituted, the owner shall also pay the cost of the suit, in addition to other aforesaid costs and fees.

ADOPTION OF
AMENDMENTS TO BYLAWS

We, the undersigned duly elected officers of the Board of Directors for the Ballcraft Villas East I, II and III Homeowners Association, do hereby certify:

That the within and foregoing Amendments to Bylaws were duly and legally adopted by the members of the Association pursuant to and in accordance with Article VII of the Bylaws of the Association on the 22nd day of October, 1982, and that the same do now constitute a valid and binding part of the Bylaws of said Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 26th day of May, 1983.

[Signature]
Lou Wallace, Acting President

[Signature]
Dorothy Longoria, Treasurer

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 26th day of May, 1983, by Lou Wallace.

[Signature]
Notary Public

My Commission Expires: _____
~~My Commission Expires Sept. 26, 1983~~

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 26th day of May, 1983, by Dorothy Longoria.

[Signature]
Notary Public

My Commission Expires: _____
~~My Commission Expires Sept. 26, 1983~~

AFFIDAVIT

STATE OF ARIZONA)
) ss.
County of Maricopa)

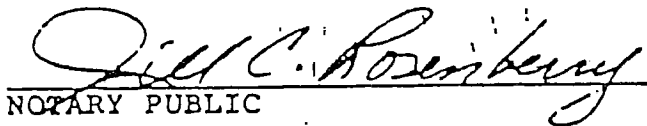
- LOU WALLACE, upon his oath being first duly sworn, deposes and says that the Certificate of Amendment to By-Laws attached as an exhibit to the Approval to Amendment to By-Laws of Hallcraft Villas East Condominium recorded immediately prior to this document is a true and correct copy of the original Certificate of Amendment to By-Laws recorded on November 14, 1977, in Docket 12541, page 59, and that said Certificate is an accurate reflection of the amendments to the By-Laws approved by the Homeowners' Association on October 23, 1977.

Further Affiant sayeth naught.



LOU WALLACE

Subscribed, sworn to and acknowledged before me this 26th
day of May, 1983.



NOTARY PUBLIC

My Commission Expires:
My Commission Expires Sept. 26, 1986

APPROVAL TO AMENDMENT TO BY-LAWS
OF
HALLCRAFT VILLAS EAST CONDOMINIUM

Pursuant to Paragraph 5 of the Regulatory Agreement dated June 29, 1972; between HALLCRAFT VILLAS EAST CONDOMINIUM ASSOCIATION and the Federal Housing Commissioner, recorded on June 30, 1972; in the Office of the Maricopa County Recorder in Docket 9534, pages 759-762, the attached Amendment to the By-Laws of Hallcraft Villas East I, II AND III is hereby approved.

DATED this 22 day of October, 1982.

FEDERAL HOUSING COMMISSIONER

By Rodis J. Judd
Rodis J. Judd
Its: Chief, Loan Management Branch

STATE OF ARIZONA)
) ss.:
County of Maricopa)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this 22 day of October, 1982, by Rodis J. Judd the Chief, Loan Management Branch of the Federal Housing Commissioner on behalf of said Federal Housing Commissioner.

Lizabeth A. Hoover
Notary Public

My Commission Expires:

6-16-83

BY-LAWS of HALLCRAFT VILLAS EAST CONDOMINIUM

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at 48th Street and Maricopa Freeway, City of Phoenix, State of Arizona, known as "Hallcraft Villas East Condominium" is submitted to the provisions of the horizontal property regime laws of Arizona.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and in the Regulatory Agreement, attached as Exhibit "C" to the recorded Plan of Apartment Ownership.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each owner shall be entitled to one vote.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum. *10% amended 10-23-77*

* Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting:

Section 5. Cumulative Voting. The provisions of Sec. 10-271, ARS, regarding cumulative voting shall apply to the Association.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on _____ (Date). Thereafter, the annual meetings of the Association shall be held on the _____ (1st, 2nd, 3rd, 4th) _____ (Monday, Tuesday, Wednesday, etc.) of _____ (month) each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commissioner or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local office of the Federal Housing Administration.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Federal Housing Administration representative, if present
- (f) Report of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are set by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association, the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years; the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his

successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

* Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the

transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.


Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. (In the case of an Association of one hundred owners or less, the officers of Treasurer and Secretary may be filled by the same person.)

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

 Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "C" to the Plan of Apartment Ownership.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units - Internal Changes,

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The

Association shall have the obligation to answer within _____ days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use and Maintenance of Common Areas and Facilities and Restricted Common Areas and Facilities.

(a) Use Regulations. The common areas and facilities and restricted common areas and facilities shall be used for only such purposes as may be permitted by the Association. An owner shall abide by such rules and regulations as the Association may from time to time adopt relating to the time, manner, and nature of the use of the common areas and facilities and the restricted common areas and facilities.

(Note: The provisions of Section 4 are continued on the attached Rider which is incorporated by reference.)

Section 5. Right of Entry.

* (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

(a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by regulations adopted from time to time by the Association.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the property.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air-conditioning

units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Master Deed. *54% amended 10-23-77*

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit request any unpaid assessments due from the owner of such unit.

ARTICLE IX

PARTY WALLS

Section 1. Rights and Duties. The rights and duties of the owners of any apartment units within this condominium project with respect to party walls shall be governed by the following:

- (a) Each wall, including patio walls, which is constructed as part of the original construction of the multifamily structure, any part of which is placed on the dividing line between separate apartment units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- (b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining

owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

- (c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.
- (d) Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.
- (g) These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

RIDER

Section 4. Use and Maintenance of Common Areas and Facilities and Restricted Common Areas and Facilities (Continued).

- (b) Dedications of Transfers. The Association shall have the right to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to in writing by two-thirds (2/3) of the owners.

- (c) Additional Maintenance. In addition to the general maintenance of the common areas and facilities and the restricted common areas and facilities provided in Article IV, Section 3(a), the Association shall:
 - (i) Provide exterior maintenance for each multifamily structure as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, except glass surfaces, subject to the provisions of Article VI, Section 2(c) hereof.

 - (ii) Provide maintenance for the private sewers located upon the common areas as follows: repair, replace and clean all sewer lines from stub-out to intersection with the public sewer facility.

CERTIFICATE OF AMENDMENT TO BY-LAWS
HALLCRAFT VILLAS EAST CONDOMINIUM

October 23, 1977

The By-Laws of Hallcraft Villas East Condominium were amended as follows at the Sixth Annual Meeting of the Homeowners' Association held on October 23, 1977.

Change Article II, Section 3 to read:

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of 10% of the owners of all units shall constitute a quorum.

Change Article VII, Section 1 to read:

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 51% of the owners of all units.

MAIL TO: MUTUAL MANAGEMENT SERVICES, INC.
4545 N. 27TH AVE., SUITE 1-A
PHOENIX, AZ. 85017

336076

CERTIFICATE OF AMENDMENT TO BY-LAWS
HALLCRAFT VILLAS EAST CONDOMINIUM

012541B 59

October 23, 1977

The By-Laws of Hallcraft Villas East Condominium were amended as follows at the Sixth Annual Meeting of the Homeowners' Association held on October 23, 1977.

Change Article II, Section 3 to read:

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of 10% of the owners of all units shall constitute a quorum.

Change Article VII, Section 1 to read:

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 51% of the owners of all units.

Douglas R. Carlson
President

STATE OF ARIZONA } ss
County of Maricopa }

I hereby certify that the within instrument was filed and recorded at the request of

M. Brownback
NOV 14 1977 - 10 40

in Book 12541
on page 59

Witness my hand and official seal the 13, 2nd year a.d. 1977.
Tom [unclear]

County Recorder
By *[Signature]*
Deputy Recorder
3

ARTICLE X

PARKING RIGHTS

Section 1. Allocation. Ownership of each family unit shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said family unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall assign two (2) vehicle parking spaces to each family unit.

ARTICLE XI

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the statutes relating to condominium projects in Arizona.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Approved by the undersigned this 29th day of June, 1972.

ARIZONA TITLE INSURANCE AND
TRUST COMPANY, an Arizona
corporation, as Trustee,

By /s/Stanley Mathisen
Trust Officer