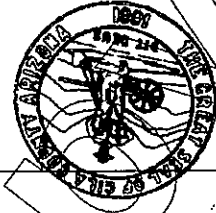




**WHEN RECORDED RETURN TO:**

Carpenter, Hazlewood, Delgado & Bolen, PLC  
1400 East Southern Avenue, Suite 400  
Tempe, Arizona 85282



**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RIM GOLF CLUB**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Rim Golf Club ("the Amendment") is made as of this 3<sup>rd</sup> day of July, 2015, by The Rim Golf Club Community Association, Inc., an Arizona nonprofit corporation (the "Association").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for The Rim Golf Club (the "Declaration") was recorded on May 27, 1998 at fee no. 1998-7934 and re-recorded at fee nos. 1998-8273 and 2005-013768 in the official records of the Gila County-Recorder.

B. The First Amendment to Declaration of Covenants, Conditions and Restrictions for The Rim Golf Club was recorded on March 9, 2000 at fee no. 2000-3616 in the official records of the Gila County Recorder.

C. The Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Rim Golf Club was recorded on June 27, 2001 at fee no. 2001-9535 in the official records of the Gila County Recorder.

D. Section 17.2 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Owners of not less than 75% of the total number of Units within the Properties.

E. This amendment was approved by the affirmative vote or written consent, or any combination thereof, of Owners of not less than 75% of the total number of Units within the Properties.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

**1. Section 12.1 is hereby deleted in its entirety and replaced with the following:**

12.1. General. The Golf Club and the spa are not a part of the Properties, the Association or the Common Areas. Access to and use of the Golf Club is strictly subject to the rules and procedures of the owner(s) of the Golf Club, and no Person gains any right to enter or to use such facilities by virtue of membership in the Association. The rules and regulations of the Golf Club may change from time to time.

Every Person that acquires title to a Unit after the recordation of this amendment, if not already a member of the Golf Club, shall acquire and own at least a Golf Club Sports Membership ("Sports Membership") and may acquire and own a Golf Club Golf Membership ("Golf Membership"). Membership in the Golf Club is subject to the terms of the Membership Plan for The Rim Golf Club ("Membership Plan"), including the provisions regarding suspension and expulsion from the Golf Club, payment of membership dues and fees, including any initiation fee, and the Golf Club's rules and policies.

By virtue of taking title to a Unit, each Owner agrees to immediately pay periodic dues and fees to the owner of the Golf Club as long as such Owner owns a Unit, regardless of such Owner's use or nonuse of the Golf Club facilities. The obligation to pay the applicable Golf Club dues and fees to the owner of the Golf Club and the benefits of membership in the Golf Club shall run with the title to the Unit and shall be binding on all subsequent Owners of the Unit.

Neither Owners nor any other Persons, by virtue of membership in the Golf Club, acquire any ownership interest, beneficial interest, or other vested interest whatsoever in the Golf Club, but only the privilege of using and enjoying the Golf Club's facilities in accordance with the Membership Plan and any rules for the Golf Club, which are subject to change from time to time. Members of the Golf Club may assign a designated user in accordance with the provisions of the Membership Plan and subject to the rules and regulations of the Golf Club.

In the event that any Owner owes the Golf Club any Sports Membership charges, dues or fees that are sixty (60) days or more past due, upon written notice from the Golf Club to the Association, the Association may, within thirty (30) days of written notification from the Golf Club, undertake reasonable efforts to collect on behalf of the Golf Club. Such efforts may include, but shall not be limited to, the imposition of a Specific Assessment against such Owner's Unit in accordance with Section 8.7 hereof for the unpaid Golf Club Sports Membership charges, dues or fees, together with interest, late charges and the costs of collection

(including without limitation, court costs, attorneys' fees, lien fees and administrative costs), the issuance of collection notices, the recordation of notices of lien or the engagement of a collections agent to assist with the collection of said amounts. The Association shall not be obligated to take collection action if such action is likely to be construed as inconstant with the applicable law, or in any case, which the Association reasonably determines that it would not be economically prudent or would otherwise not be of sufficient benefit to the Association to justify taking collection action. Once the past due Sports Membership charges, dues or fees and any associated interest, late fees or collection costs are collected from the Owner, the Association will, within fifteen (15) days, remit to the Golf Club owner the monies collected minus the Association's costs of collection, including, without limitation, all attorneys' fees, costs and office labor used in the collection process. Any remaining collection expenses, attorneys' fees or costs associated with the collection of past due Golf Club Sports Membership charges, dues or fees that are not collected by the Association shall be paid by the Golf Club owner to the Association. Notwithstanding the above, the Association shall in no way be responsible to pay to the Golf Club any Sports Membership charges, dues or fees that are not paid by an Owner to the Golf Club or not collected by the Association in the collection process.

Except as expressly amended by this Third Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Third Amendment and the Declaration, this Third Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this Third Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, The Rim Golf Club Community Association, Inc., an Arizona nonprofit corporation, has executed this Third Amendment as of the day and year first above written.

[signature pages follow]



