

ments on the Owners pursuant to these By-Laws and the Declaration to make up any deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the damaged property and such assessment or assessments and all insurance proceeds, whether or not subject to liens of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If two (2) or more assessments are levied, such assessments may be made due on such dates as the Board may designate over a period of not to exceed twenty (20) years and the Board may borrow money to pay the aforesaid deficiency, and may secure such borrowing by an assignment of the Association's right to collect such assessments, or by a pledge of any personal property held by it in trust for the Owners, or by both.

ARTICLE V

OFFICERS

Section 5.01. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and Treasurer, all of whom shall be Directors. Any number of offices, except the office of President and Secretary, may be held by the same person, unless the Articles or these By-Laws otherwise provide.

Section 5.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at

the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03. 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/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 5.04. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to the power to appoint committees from among the Owners from time to time as he/she may in his/her discretion decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5.05. Vice President. The Vice President shall take the place of the President and perform his/her 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 do so 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 5.06. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; the Secretary shall have charge of such books and papers as the Board of Directors shall direct, and shall in general perform all the duties incident to the office of Secretary.

Section 5.07. 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 unless such function is delegated by the Board of Directors to a Trust Company a Bank, or a Professional Property Management Company as authorized under Section 4.09. P. of these By-Laws. The Treasurer shall be responsible for the deposit of all monies and other valuable effects which he/she personally collects 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. All funds of the Association over which the Treasurer has direct control shall only be withdrawn upon his/her signature; the Board may require the signature of one other member of the Board for disbursement of Association funds.

ARTICLE VI

OBLIGATION OF HOMEOWNERS

Section 6.01. Assessments.

A. Personal Obligation and Non-Exemption. All Owners shall be personally obligated to pay annual and special assessments imposed by the Association to meet all common expenses, which shall include, but not be limited to: Insurance premiums; maintenance upkeep and replacement of the common property; reserve contingencies; taxes and utilities for the common areas; and any other charges agreed upon by a vote of the Owners. No Owner may exempt himself/herself from contributing toward such expenses by waiver or non-use of the common property or by abandoning his/her Dwelling Unit. The assessments shall be made in the manner provided in Section 4.13 of these By-Laws and Article VII of the Declaration.

B. Charges for Repairs. Each Owner agrees that the charges for repairs as determined pursuant to Section 4.09. J., of these By-Laws if not paid within ten (10) days after completion of the work, shall become a lien upon said Owner's Lot and shall continue to be such a lien until fully paid. The amount owed by said Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by these By-Laws and the Declaration. Nothing contained in this paragraph shall be construed in any way so as to relieve any insurance company from the payment of any and

all amounts which would be payable under any policy or policies had not this paragraph been inserted.

C. Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. All assessments delinquent for more than thirty (30) days shall be subject to a reasonable late charge to be established by the Board of Directors and which shall become a part of the assessment. All delinquent assessments shall also bear interest at the rate of twelve percent (12%) per annum and late payments shall first be credited toward interest due, then toward assessments first due. In the event the Association employs an attorney for collection of any assessments, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of these By-Laws, or for any other purpose in connection with the breach of these By-Laws, each Owner agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in

equity, or without any limitation of the foregoing, by either or both of the following procedures:

1. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of twelve percent (12%) per annum from the date of delinquency until paid, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner or member.

2. Enforcement by Lien. There is hereby created a right of claim of lien, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners together with interest thereon at a rate of twelve percent (12%) per annum from the date of delinquency until paid, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within one hundred twenty (120) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the default Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for demand or claim of lien or a lien,

but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information.

- (1) The name of the delinquent Owner;
- (2) The legal description of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);
- (4) That the claim of lien is made by the Association pursuant to these By-Laws; and
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.
- (6) That the claim of lien will also extend to all assessments which became due but are not paid from the date of the filing of the claim to the date of payment of all amounts set forth therein (including interest thereon, reasonable attorneys' fees, costs and collection), and that the claim of lien will only be deemed satisfied and released when the Owner is current in the payment of all such amounts.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner,

the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot. Such a lien shall have priority over all claims of liens created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the lien of any first mortgage. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6.02. Maintenance and Repair.

A. Each Owner must perform promptly all maintenance and repair work within his/her own Lot, which if neglected would affect the property in its entirety or in part belonging to other

Owners, being expressly responsible for the damages and liabilities that his/her failure to do may engender.

B. All the repairs of internal installations of the Dwelling Units, such as water, light, gas, power, sewage, telephones, air conditioners, heating equipment, roof, doors, windows, lamps and all other internal accessories belonging to that Dwelling Unit shall be at the owner's expense. In addition, Owners shall bear the expense and responsibility for all glass surfaces, exterior T.V. antennas, exterior lighting fixtures, common walls as provided for in the Declaration, and landscaping in the general patio area of the Lots.

C. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion or all of the common area and facilities damaged through his/her fault, except to the extent covered by insurance.

D. Owners shall not, without the written consent of the Board of Directors, make any structural alterations in the common areas or facilities or remove any improvements or fixtures therefrom.

ARTICLE VII

AMENDMENTS

Section 7.01. By-Laws. These By-Laws may be amended in whole or in part by the Association in a duly constituted meeting held for such purpose by a vote of the then Owners of not less