

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

than fifty-one percent (51%) of the total number of Lots covered by the Declaration.

## ARTICLE VIII

### MORTGAGES

Section 8.01. Mortgage Protection. First mortgagees are hereby granted the right to jointly, or singly pay taxes or other charges which are in default and which may or have become a charge against any common areas or other common property owned by the Association, and such first mortgagees may, jointly or singly, pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common areas or common property and any first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Nothing in these By-Laws shall in any manner be deemed to give a Lot Owner, or any other party, priority over any rights of a first mortgagee of a Lot pursuant to the terms of such first mortgagee's mortgage in the case of a distribution to a Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of common areas or other common property owned by the Association.

Each first mortgagee shall, upon notice to the Association, be entitled to a written notification from the Association of any default in the performance by the Owner of a Lot encumbered by the

mortgage in favor of such mortgagee or any obligation under these By-Laws or under the Declaration, Articles of Incorporation, Rules and Regulations of the Association which is not cured within sixty (60) days.

Section 8.02. Notice to Association. An Owner who mortgages his/her Lot shall notify the Association through the management agent, if any, or the President or the Board of Directors in the event there is no management agent, giving the name and address of his/her mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Lots".

Section 8.03. Notice of Unpaid Assessments. The Association shall, at the request of a mortgagee of a Lot, report any unpaid assessments due from an Owner.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.01. Conflict. In the event of any conflict or inconsistency between the provisions of these By-Laws and the Declaration of Covenants, Conditions and Restrictions of Country - Crossing, or any amendments thereto, recorded in the office of the County Recorder, Pima County, Arizona, in Book 7703 at Pages 503 through 570, inclusive, or with the Rules, Regulations and Requirements of the Declaration shall prevail and supersede such conflicting or inconsistent provisions of these By-Laws. Neither the Association nor the Board of Directors, nor any agent or

employee shall be authorized or empowered to take any action inconsistent with the provisions of the above referenced Declaration.

Section 9.02. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 9.03 Captions. All captions and titles used in these By-Laws are intended solely for the convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.

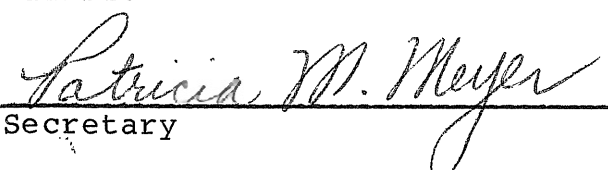
IN WITNESS WHEREOF, the Association, a non-profit Arizona Corporation, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signature of its duly authorized officer this 16th day of January, 1986.

TUCSON COUNTRY CROSSING HOMEOWNERS  
ASSOCIATION, INC., an Arizona  
Non-Profit corporation

By

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

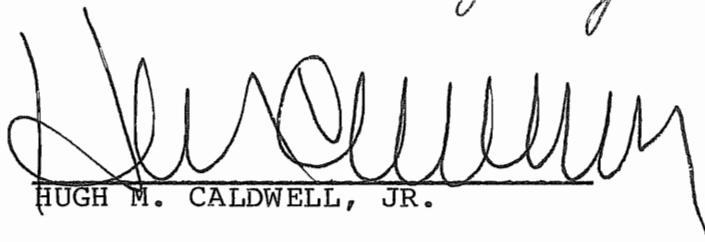
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the present duly elected and acting Secretary of TUCSON COUNTRY CROSSING HOMEOWNERS ASSOCIATION, INC., an Arizona Non-Profit corporation; and

(2) That the foregoing By-Laws, comprising thirty-four (34) pages, constitute the original By-Laws of said corporation as duly adopted at the first meeting of the Board of Directors thereof duly held on this 16<sup>th</sup> day of January, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 16<sup>th</sup> day of January, 1986.

  
HUGH M. CALDWELL, JR.