

BYLAWS

OF

THE TERRACES AT TIBURON CONDOMINIUM ASSOCIATION, INC.

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THE TERRACES AT TIBURON
 CONDOMINIUM ASSOCIATION, INC.
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BYLAWS

OF

THE TERRACES AT TIBURON CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
GENERAL PROVISIONS

Section 1.0 Name. The name of this corporation is The Terraces at Tiburon Condominium Association, Inc.

Section 1.1 Principal Office. The principal office of this corporation shall be located at Lepin and Renehan Management, P.O. Box 50309, Phoenix, Arizona 85076-0309 but meetings of members and directors may be held at such place within the State of Arizona, as may be designated by the Board of Directors.

Section 1.2 Defined Terms. Terms in all capital letters used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for The Terraces at Tiburon recorded with the County Recorder of Maricopa County, Arizona, as Instrument Number _____.

Section 1.3 Conflicting Provisions. In the case of any conflict between the ARTICLES and these BYLAWS, the ARTICLES shall control; and in the case of any conflict between the DECLARATION and these BYLAWS, the DECLARATION shall control.

Section 1.4 Corporate Seal. The ASSOCIATION shall have a seal in a form approved by the BOARD.

Section 1.5 Designation of Fiscal Year. The fiscal year of the ASSOCIATION shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 1.6 Books and Records. The CONDOMINIUM DOCUMENTS and all other books, records and papers of the ASSOCIATION shall be available for inspection by any MEMBER or his authorized agent during reasonable business hours at the principal office of the ASSOCIATION, where copies may be purchased at reasonable cost.

Section 1.7 Amendment. These BYLAWS may be amended, at regular or special meeting of the MEMBERS, by a vote of a majority (51%) of a quorum of MEMBERS present in person or by proxy; provided, however, that so long as there is a period of DECLARANT CONTROL, the DECLARANT shall have the right to amend these BYLAWS without obtaining the approval or consent of any other OWNER or FIRST MORTGAGEE in order to conform these BYLAWS to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other Administrative body. So long as there is a period of DECLARANT CONTROL, any amendment of these BYLAWS must have the prior written approval of the Veterans Administration or the Federal Housing Administration.

In cases of conflict between this Section and Section 13.2 of the DECLARATION, the provisions contained in the DECLARATION shall prevail over the provisions contained in the BYLAWS.

ARTICLE II
MEETINGS OF MEMBERS

Section 2.0 Annual Meeting. The First annual meeting of the MEMBERS shall be held prior to , 198 , and each subsequent annual meeting of the MEMBERS shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the MEMBERS is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

Section 2.1 Special Meetings. Special meeting of the MEMBERS may be called at any time by the president or by the majority of the BOARD or upon written request signed by MEMBERS entitled to vote at least one-fourth (1/4) of the total authorized votes in the ASSOCIATION.

Section 2.2 Notice of Meetings. Written notice of each meeting of the MEMBERS shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, not fewer than ten (10) days nor more than sixty (60) days before such meeting to each MEMBER entitled to vote which is addressed to the MEMBER'S address last appearing on the books of the ASSOCIATION or supplied by such MEMBER to the ASSOCIATION for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the items on the agenda, including the general nature of any proposed amendment to the DECLARATION or BYLAWS, budget changes and any proposals to remove a director or officer.

Section 2.3 Quorum. Except as otherwise provided in the ARTICLES, the DECLARATION or these BYLAWS the presence in person or by proxy of MEMBERS entitled to cast one-tenth (1/10) of the total authorized votes in the ASSOCIATION shall constitute a quorum at all meetings of the MEMBERS. If a quorum shall not be present at any meeting, the MEMBERS entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 2.4 Proxies. Votes allocated to the UNIT may be cast pursuant to a proxy duly executed by a UNIT OWNER. If a UNIT is owned by more than one person, each OWNER of the UNIT may vote or register protest to the casting of votes by the other OWNERS of the UNIT through a duly executed proxy. A UNIT OWNER may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the ASSOCIATION. A proxy is void if it is not dated or purports to be revocable without notice. The proxy is revoked on presentation of a later dated proxy executed by the same UNIT OWNER. A proxy terminates one year after stated unless it specifies a shorter term or unless it states that it is coupled with an interest and is irrevocable.

ARTICLE III
BOARD OF DIRECTORS

Section 3.0 Number. The affairs of the ASSOCIATION shall be managed by a board of three (3) directors. So long as there is a period of DECLARANT CONTROL, the directors need not be members of the ASSOCIATION. After the termination of a period of DECLARANT CONTROL, all directors must be members of the ASSOCIATION. Pursuant to ARTICLE X of the DECLARATION, DECLARANT hereby reserves the right to increase the number of members on the BOARD.

Section 3.1 Term of Office. After the termination of the period of DECLARANT CONTROL, the initial members of the BOARD shall hold office until the first annual meeting of the MEMBERS and until their successors are elected and qualified. At the first annual meeting of the MEMBERS after the termination of the period of DECLARANT CONTROL, one director shall be elected by a majority vote of the BOARD for a term of one (1) year, one director for a term of two (2) years and one director for a term of three (3) years. At each annual meeting thereafter, the MEMBERS shall elect one director by a two-thirds (2/3) vote of all persons present and entitled to vote, for a term of three (3) years. In the event the number of directors on the BOARD is increased the BOARD shall provide for the election of the directors in such a manner that the terms of the directors shall be staggered; provided, however, that during the period of DECLARANT CONTROL, the DECLARANT shall have the right to appoint and remove the officers and MEMBERS of the BOARD OF DIRECTORS. During this period of DECLARANT CONTROL, the UNIT OWNERS shall not have the right to either appoint or remove officers of the BOARD OF DIRECTORS.

Section 3.2 Removal. At any annual or special meeting of the MEMBERS any one or more of the members of the BOARD may be removed from the BOARD with or without cause by two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the UNIT OWNERS at which a quorum is present, and a successor may then and there be elected to fill the vacancy thereby created; provided, however, that during the period of DECLARANT CONTROL, the DECLARANT shall have the right to appoint and remove the officers and MEMBERS of the BOARD OF DIRECTORS. During this period of DECLARANT CONTROL, the UNIT OWNERS shall not have the right to either appoint or remove officers or members of the BOARD.

Section 3.3 Compensation. No director shall receive compensation for any service he may render to the ASSOCIATION which is within his duties as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. A director may receive compensation for services rendered to the ASSOCIATION which are outside his duties as a director if the payment of such compensation is approved by all of the other directors.

Section 3.4 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Any such written consent shall be filed with the minutes of the proceedings of the BOARD.

Section 3.5 Vacancies. After the period of DECLARANT CONTROL, the vacancies on the BOARD caused by any reason other than the removal of a director in accordance with the provisions of Section 3.2 of these BYLAWS shall be filled by a majority vote of the remaining directors at a special meeting of the BOARD held for such purpose promptly after the occurrence of such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the BOARD until a successor shall be elected at the next annual meeting of the MEMBERS.

Section 3.6 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined from time to time by the BOARD. Such meetings shall be held at least once every four months during each fiscal year.

Section 3.7 Special Meetings. Special meetings of the BOARD may be called by the President on three business days notice to each director, given in writing, by hand delivery, mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the BOARD shall be called by the President or Secretary in like manner and on like notice on the written request of at least two directors.

Section 3.8 Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the BOARD.

Section 3.9 Powers and Duties. The BOARD shall have all of the powers and duties necessary for the administration of the affairs of the ASSOCIATION and may do all such acts and things as are not by the CONDOMINIUM DOCUMENTS required to be exercised or done by the MEMBERS. In addition to the duties imposed by these BYLAWS or by any resolution of the MEMBERS that may hereafter be adopted, the BOARD shall have the following powers and duties:

(a) Open bank accounts on behalf of ASSOCIATION and designate the signatures thereon;

(b) Make, or contract for the making of repairs, additions to, improvements to or alterations of the CONDOMINIUM and repairs to GENERAL COMMON ELEMENTS, in accordance with the CONDOMINIUM DOCUMENTS, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(c) In the exercise of its discretion, enforced by legal means the provisions of the CONDOMINIUM DOCUMENTS;

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair, replacement of the GENERAL COMMON ELEMENTS and provide services for the CONDOMINIUM. and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) Provide for the operation, care, upkeep and maintenance of all of the GENERAL COMMON ELEMENTS and services of the CONDOMINIUM and borrow money on behalf of the ASSOCIATION when required in connection with any one instance relating to the operation, upkeep and maintenance for the GENERAL COMMON ELEMENTS; provided, however, the consent of MEMBERS having at least two-thirds (2/3) of the total votes in the ASSOCIATION shall be obtained either in writing or at a meeting called and held for such purpose in accordance with the provisions of these BYLAWS in order for the ASSOCIATION to borrow in excess of \$10,000;

(f) Prepare, adopt and amend an annual budget for the ASSOCIATION prior to the commencement of each fiscal year;

(g) Adopt and publish rules and regulations governing the use of the GENERAL COMMON ELEMENTS and facilities and the personal conduct of the MEMBERS and their guests, lessees, invitees and family members thereon and establish penalties for the infraction thereof;

(h) Suspend the voting rights and the right to use the GENERAL COMMON ELEMENTS of a MEMBER during any period in which such MEMBER shall be in default in the

payment of any assessment or other amounts due under the terms of the CONDOMINIUM DOCUMENTS, after notice and an opportunity to be heard, for a period of 15 days and for a period not to exceed 60 days for any infraction of the CONDOMINIUM DOCUMENTS;

(i) Exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION and not reserved to the membership by other provisions of the CONDOMINIUM DOCUMENTS;

(j) Declare the office of a member of the BOARD to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the BOARD;

(k) Employ, hire and dismiss such employees as they deem necessary and to prescribe their duties and their compensation;

(l) Hire or employ and dismiss a manager, whether as an independent contractor or as an employee, to perform such services and duties as the BOARD may direct and delegate to such manager and his employees including, but without limitation, any of the duties granted to the officers of the ASSOCIATION in these BYLAWS or any duties of the BOARD set forth in this Section;

(m) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the MEMBERS at the annual meeting of the MEMBERS, or at any special meeting when such statement is requested in writing by any MEMBER entitled to vote;

(n) Supervise all officers, agents and employees of the ASSOCIATION and see that their duties are properly performed;

(o) Issue, or cause an appropriate officer to issue upon demand to any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the BOARD for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(p) Procure and maintain adequate property liability and other insurance as required by the DECLARATION;

(q) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or as required by the DECLARATION; and

(r) Cause the GENERAL COMMON ELEMENTS to be maintained, as more fully set forth in the DECLARATION.

ARTICLE IV OFFICERS AND THEIR DUTIES

Section 4.0 Enumeration of Officers. The principal officers of the ASSOCIATION shall be the president, the vice-president, the secretary, and the treasurer all of whom shall be elected by the BOARD after the termination of the period of DECLARANT CONTROL. The president must be a member of the BOARD. Any other officers may, but need not, be members of the BOARD.

Section 4.1 Election of Officers. After the termination of the period of DECLARANT CONTROL, the election of officers shall take place at the first meeting of the BOARD following each annual meeting of the MEMBERS.

Section 4.2 Term. After the termination of the period of DECLARANT CONTROL, the officers of the ASSOCIATION shall be elected annually by a fifty-one percent (51%) majority vote of the BOARD and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.3 Special Appointments. After the termination of the period of DECLARANT CONTROL, the BOARD may elect such other officers as the affairs of the ASSOCIATION may require, each of whom shall hold office for such period, have such authority, and perform such duties as the BOARD may, from time to time, determine.

Section 4.4 Resignation and Removal. After the termination of the period of DECLARANT CONTROL, any officer may be removed from office with or without cause by a fifty-one percent (51%) majority vote of the BOARD. Any officer may resign at any time by giving written notice to the BOARD, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4.5 Vacancies. After the termination of the period of DECLARANT CONTROL, a vacancy in any office may be filled by appointment by a fifty-one percent (51%) majority vote of the BOARD. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 4.6 Multiple Offices. The offices of treasurer and secretary may be held simultaneously by the same person. One person may not simultaneously hold more than one of any of the other offices, including special offices created pursuant to Section 4.3 of these BYLAWS.

Section 4.7 Powers and Duties. To the extent such powers and duties are not assigned or delegated to a manager and such manager's servants and employees pursuant to Section 3.9(1) of these BYLAWS, the powers and duties of the officers shall be as follows:

(a) President. The president shall be the chief executive officer of the ASSOCIATION; shall preside at all meetings of the BOARD and the MEMBERS; shall see that orders and resolutions of the BOARD are carried into effect; and have general and active management of the business of the ASSOCIATION. The president may execute, certify and record amendments to the DECLARATION on behalf of the ASSOCIATION;

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the BOARD. The vice-president, like the president, may execute, certify and record amendments to the DECLARATION on behalf of the ASSOCIATION;

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the BOARD and of the MEMBERS; keep the corporate seal of the ASSOCIATION and affix it on all papers requiring said seal; serve notice of meetings of the BOARD and of the MEMBERS; keep appropriate current records showing the MEMBERS of the ASSOCIATION together with their addresses, and shall perform such other duties as required by the BOARD:

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the ASSOCIATION and shall disburse such funds as directed by

resolution of the BOARD; shall sign all checks and promissory notes of the ASSOCIATION; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the MEMBERS; and, in general, perform all the duties incident to the office of treasurer.

ARTICLE V
INDEMNIFICATION

Section 5.1 Directors and Officers; Third Party Actions. The ASSOCIATION shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the ASSOCIATION, by reason of the fact that he is or was a member, director, officer, employee or agent of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney fees, and against judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suite or proceeding if he acted, or failed to act, in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the ASSOCIATION and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person acted or failed to act other than in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the ASSOCIATION and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 5.2 Directors and Officers, Derivative Actions. The ASSOCIATION shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the ASSOCIATION to procure a judgment in its favor by reason of the fact that he is or was a member, director, officer, employee or agent of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney fees, but excluding judgments and fines, and, except as hereinafter set forth, amounts paid in settlement, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted, or failed to act, in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the ASSOCIATION and except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The court in which any such action or suit was brought may determine upon application that, in view of all circum-

stances of the case, indemnity for the amounts so paid in settlement and for the expenses, including attorney fees, actually and reasonably paid in connection with such application, to the extent the court deems proper.

Section 5.3 Employees and Agents. To the extent that a member, director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 5.1 and 5.2 of these BYLAWS or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorney fees, actually and reasonably incurred by him in connection therewith.

Section 5.4 Procedure for Effecting Indemnification. Any indemnification under Section 5.1 or 5.2 of these BYLAWS, unless ordered by a court, shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of a member, director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 5.1 or 5.2 of these BYLAWS. Such determination shall be made by any of the following:

(a) By the BOARD by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;

(b) If such a quorum is not obtainable, in a written opinion of independent legal counsel appointed by a majority of the disinterested directors for that purpose;

(c) If there are no disinterested directors, by the court or other body before which the action, suit or proceeding was brought or any court of competent jurisdiction upon the approval of or application by any person seeking indemnification, in which case indemnification may include the expenses, including attorney fees, actually and reasonably paid in connection with such application;

(d) By act of the members.

Section 5.5 Advancing Expenses. Expenses, including attorney fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of the action, suit or proceeding as authorized in the manner provided in Section 5.4 of these BYLAWS upon receipt of an undertaking by or on behalf of the member, director, officer, employee or agent to repay the amount unless it is ultimately determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

Section 5.6 Scope of Article. The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of MEMBERS or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a member, director, officer, employee or agent of the ASSOCIATION and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.0 Committee Composition. The ARCHITECTURAL COMMITTEE shall consist of not less than three (3) members.

None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the BOARD or an officer of the ASSOCIATION.

Section 6.1 Terms of Office. The term of office for members of the ARCHITECTURAL COMMITTEE shall be a period of one year, or until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

Section 6.2 Appointment and Removal. The right to appoint and remove all members of the ARCHITECTURAL COMMITTEE at any time, shall be and is hereby vested solely in the BOARD; provided, however, that no member may be removed from the ARCHITECTURAL COMMITTEE by the BOARD except by the vote or written consent of fifty-one percent of all of the members of the BOARD.

Section 6.3 Resignations. Any member of the ARCHITECTURAL COMMITTEE may at any time resign from the Committee by giving written notice thereof to the BOARD.

Section 6.4 Vacancies. Vacancies on the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the BOARD. A vacancy or vacancies on the ARCHITECTURAL COMMITTEE shall be deemed to exist in case of the death, resignation or removal of any member.

Section 6.5 Duties. It shall be the duty of the ARCHITECTURAL COMMITTEE to consider and act upon any and all proposals or plans submitted to it pursuant to the terms of the DECLARATION, to adopt ARCHITECTURAL COMMITTEE RULES, to perform other duties delegated to it by the BOARD, and to carry out all other duties imposed upon it by the DECLARATION.

Section 6.6 Meetings and Compensation. The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary to perform its duties. The vote or written consent of any two members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of the DECLARATION. The Committee shall keep and maintain a written record of all actions taken by it as such meeting or otherwise. Members of the ARCHITECTURAL COMMITTEE shall not be entitled to compensation for their services.

Section 6.7 Architectural Committee Rules. The ARCHITECTURAL COMMITTEE may adopt, amend and repeal, by unanimous vote or written consent, rules and regulations. Said rules shall interpret and implement the DECLARATION by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use within the CONDOMINIUM.

Section 6.8 Waiver. The approval by the ARCHITECTURAL COMMITTEE of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ARCHITECTURAL COMMITTEE under the DECLARATION, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

