

Martha -

Creekside Homeowners Association  
4449 East Haven Lane  
Tucson,  
Arizona 85712

BY-LAWS  
OF  
CREEKSIDE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.01 Definitions. In these By-Laws, unless the context otherwise requires;

A. "Article" shall mean the Articles of Incorporation of the Association and Amendments thereto which are, or shall be filed in the office of the Arizona Corporation Commission.

B. "Association" shall mean and refer to CREEKSIDE HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation which shall be formed prior to the conveyance of the first Dwelling Unit, its successors and assigns.

C. "Board" shall mean the Board of Directors of the Association.

D. "By-Laws" shall mean the By-Laws of the Association, together with any amendments thereto.

E. "Common Area(s)" or "Common Property" shall mean all real property herein designated as the Common Area on the plat, improved or unimproved, owned by the Association for the common use and enjoyment of the Owners. The Common Area includes, but is not limited to, all recreational facilities, including the swimming pool. Common Property shall also include any real or personal property now or hereinafter owned by or leased by the Association.

F. "Declarant" means STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation, as Trustee under Trust No. 2365, its nominees, successors or assigns while title holder of any dwelling unit either as the original Owner or Owner by reacquisition.

G. "Declaration" or "Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions of CREEKSIDE, and any amendments thereto, recorded in Docket 7051, at Pages 1098 thru 1128, inclusive, in the office of the County Recorder of Pima County, State of Arizona.

H. "Developer" shall mean CIENEGA, LTD., an Arizona corporation, its successors or assigns.

I. "Dwelling Unit" or "Unit" shall mean the real property outlined on the Plat and encompassed within the boundary line surrounding the numbered designation for that Dwelling Unit as shown on the Plat, together with any improvements placed within the confines of that boundary, including a garage

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or carport.

J. "Lot" shall mean and refer to any numbered parcel of real property shown on the Plat.

K. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

L. "Mortgage" shall mean any Mortgage, Deed of Trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered, and the term "first mortgagee" shall mean the holder of any mortgage under which the interest of any Owner of a Dwelling Unit is encumbered and which mortgage has first and paramount priority, subject only to the lien of general or ad valorem taxes and assessments.

M. "Owner(s)" or "Homeowner" shall mean and refer to (1) the record Owner whether one or more persons or entities, of equitable or beneficial title in fee simple (or legal title if same has merged) of any Dwelling Unit or as the case may be (2) the purchaser of a Dwelling Unit under a recorded executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Dwelling Unit merely as security for the performance of an obligation, or a lessee or tenant of an Owner as defined above, or a purchaser or vendee under an executory contract of sale which has not "closed" and/or been recorded in the office of the County Recorder of Pima County, Arizona.

N. "Person" shall mean a natural individual or other entity with the legal right to hold title to real property.

O. "Plat", shall mean the subdivision plat covering the Property under the name "CREEKSIDE" recorded in Book 36 of Maps and Plats at page 27 in the office of the County Recorder of Pima County, Arizona.

P. "Property" or "Subdivision" shall mean all that real property identified in the Plat.

Q. "Rules" shall mean the rules adopted by the Board pursuant to these By-Laws.

## ARTICLE II

### MEMBERSHIP AND VOTING

#### Section 2.01.

A. Qualifications. Each Owner (including Developer) of a Dwelling Unit by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a member of the Association. No Owner shall have more than one (1) membership for each lot owned.

B. Certificates of Membership. Each Owner is automatically a member of the Association. The Association shall, upon incorporation, issue the same number of certificates of membership in the Association as there are Dwelling Units to Owners (other than Developer) reflecting their voting status as

provided for in the Declaration. In the event any Dwelling Unit is owned by two (2) or more persons, a single certificate shall be issued in the name of all of said persons, and said persons shall designate to the Association, in writing, the one of their number authorized to vote said certificate at any and all meetings of the Association. No certificate shall be transferred to any person or persons other than another Owner of record. Any member who has disposed of all his interest in any Dwelling Unit shall forthwith surrender his certificate evidencing membership in the Association, and a new certificate shall be issued in the name of the person or persons or entity acquiring his interest in a Dwelling Unit. Failure to surrender such certificate shall, nevertheless, upon the sale by a member of his interest in any Dwelling Unit, void his certificate and all of his rights as a member of the Association. Notwithstanding the foregoing, upon the sale of a Dwelling Unit by Developer, Developer shall retain such voting rights as well as any other rights in the Association as hereinafter specified.

C. Transfer of Membership. Membership of each Owner (including Developer) in the Association shall be appurtenant to the Dwelling Unit owned and shall not be transferred, pledged or alienated in any way except upon the transfer of ownership to said Dwelling Unit, and then only to the transferee thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Dwelling Unit shall operate automatically to transfer said membership to the new Owner thereof.

Section 2.02. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Dwelling Unit owned. When more than one (1) person holds an interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Dwelling Unit.

Class B: The Class B member shall be Developer, and shall be entitled to three (3) votes per each Dwelling Unit owned. The Class B membership shall cease and be converted to class A membership on the happening of either of one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On the date as set forth in the Declaration.

Section 2.03. Proxies. Votes may be cast by written proxy provided that proxies are filed with the Secretary of the Association on or before the appointed time of the meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Dwelling Unit.

ARTICLE III

ADMINISTRATION

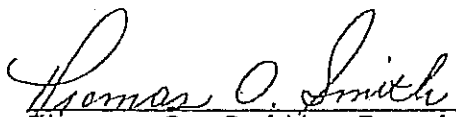
Section 3.01. Association Responsibilities. The Association shall have

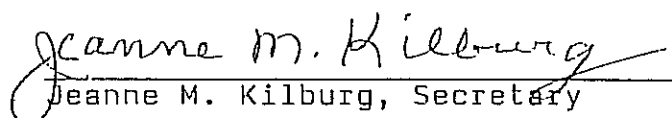
A M E N D M E N T

Section 3.02 - BY-LAWS

Annual Meeting of Owners. The first annual meeting and each annual meeting thereafter of the Owners shall be held on the second Sunday in March of each year, at such time and place convenient to the Owners as may be designated by the Board of Directors. The Board of Directors may designate another date for such annual meeting not more than thirty (30) days before or after the date fixed for said annual meeting by written notice of the Board given to the Owners not less than fifteen (15) nor more than thirty (30) days prior to the date fixed for said annual meeting specifying the date, time and place thereof.

We, the following President and Secretary of Creekside Homeowners Association, Inc., do hereby certify that the above Amendment to Section 3.02 of our By-Laws was approved by a written vote of the majority of Creekside Homeowners (103 for, 6 against, 2 abstentions -- which meets the 51% required) as of April 15, 1989.

  
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Thomas O. Smith, President

  
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Jeanne M. Kilburg, Secretary

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the responsibility of administering the Common Area(s) or the Common Property, approving the annual budget, establishing and collecting assessments together with such other responsibilities as set forth in these By-Laws and the Declaration. In general, the Association shall be the representative of each Owner (including Developer) for every problem which affects more than one Dwelling Unit. The Association shall be legally constituted and in existence prior to the conveyance of the first Dwelling Unit by Declarant.

Section 3.02. Annual Meetings of Owners. The first annual meeting and each annual meeting thereafter of the Owners shall be held on the second Tuesday in January of each year beginning on the second Tuesday in January following incorporation of the Association, at such time and place convenient to the Owners as may be designated by the Board of Directors. The Board of Directors may designate another date for such annual meeting not more than thirty (30) days before or after the date fixed for said annual meeting by written notice of the Board given to the Owners not less than fifteen (15) nor more than thirty (30) days prior to the date fixed for said annual meeting specifying the date, time and place thereof.

Section 3.03. Special Meetings of Owners. A special meeting of the Owners (including Declarant) may be called at any reasonable time and place by written notice of the Board of Directors or by the Owners having one-fourth (1/4) of the total votes and delivery of written notice to all other Owners not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for said meeting, specifying the date, time and place thereof, and the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in said notice.

Section 3.04. Notice of Meeting. It shall be the duty of the Secretary of the Association to mail or deliver a notice of each annual or special meeting within the time period specified above stating the purpose thereof as well as the date, time and place where it is to be held to each Owner of record. The mailing or delivery of such notice to each Owner shall be considered notice served.

Section 3.05. Quorum and Adjourned Meeting. The presence at any meeting of Owners entitled to cast, or of proxies entitled to cast, (one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Except as otherwise provided herein, any action may be taken at any meeting of the Owners upon the affirmative vote of the Owners having a majority of the total votes present at such meeting either in person or by proxy. The Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum.

Section 3.06 Order of Business. The order of business at all regular annual meetings of the Association shall be as follows:

A. Roll call.

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06-~~elect~~ elect 2  
appoint 2 until elec

- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Report of officers.
- E. Report of committees.
- F. Election of Directors.
- G. Unfinished business.
- H. New business.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01 Number and Qualifications. The affairs of the Association shall be conducted by a Board of Directors, who need not be Owners, comprised of five (5) persons. The initial Board of Directors appointed in the Articles shall hold office until the first regular annual meeting of the Association.

Section 4.02 Election and Term of Office. Following the initial Board, the Board of Directors, comprised of five (5) persons, shall be elected at a regular annual meeting of the Association by a vote of a majority of Owners (including Developer) present either in person or by proxy, constituting a quorum, for a term until the next regular annual meeting, unless a longer or shorter term is authorized as hereinafter provided and shall hold office until their successors are elected and qualified. The members of the Board may succeed themselves indefinitely, but in no instance shall there be more than one (1) board member from each Dwelling Unit. Except for the initial Board of Directors appointed under the Articles of the Association, who shall serve until the first regular annual meeting of the Association, the Directors shall serve staggered terms on a three-two basis as follows: Each of the three (3) Directors with the most votes elected at the first regular annual meeting of the Association shall serve a two (2) year term, and each of the next two (2) Directors elected at that meeting shall serve a one (1) year term. Thereafter, all Directors shall be elected to two (2) year terms. All elections and appointments of Directors under these By-Laws shall be for such terms as will preserve the staggering of terms as provided in this Section.

The Board of Directors prior to a regular annual meeting shall appoint a nominating committee to obtain a list of names of Owners who desire to serve on the Board of Directors to be elected at the forthcoming regular annual meeting and the nominating committee shall inform the Owners that it is accepting names of persons to serve on the Board of Directors. After the nominating committee has determined which Owners are willing to serve on the Board of Directors, it shall prepare a list of such names and submit it at the next regular annual meeting for a vote of the Owners. Nominations from the floor shall also be permitted at that meeting. Election of the Board shall be by secret written ballot. All elections in which more than two (2) positions on the Board are to be filled shall be by cumulative voting. The nominating committee shall count and verify the ballots collected at the regular annual meetings.

Section 4.03 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum; and each person so elected shall be a Director

until a successor is elected at the next regular annual meeting of the Association.

Section 4.04 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 shall be given an opportunity to be heard at the meeting.

Section 4.05 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 to legally constitute such a meeting, provided a majority of the whole Board shall be present.

Section 4.06 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 such meeting shall be held at least quarterly during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or telephone at least three (3) days prior to the day set for such meeting.

Section 4.07 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) day's notice to each Director, given personally, by mail or telephone, which notice shall state the date, time, place 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 two (2) Directors. Notwithstanding the foregoing, a majority of the Directors may waive the three (3) day's notice requirement for calling a special meeting and convene a special meeting at such date, time and place as agreed upon by the majority of Directors.

Section 4.08 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.

Section 4.09 Powers and Authority of the Board. The Board of Directors shall have all the powers of an Arizona non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Association's Articles of Incorporation, these By-Laws and the Declaration. The Board shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of said Articles, these By-Laws and the Declaration, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association. Without in any way limiting the generality of any of the foregoing provisions, the Board shall have the power and authority at any time to do the following:

- A. Care, upkeep, repair and supervision of the Common Area(s) and facilities. The Board shall determine all maintenance and repair expenses on

the basis of at least three (3) independent bids, whenever possible; the bids shall be submitted by reputable contractors or persons in the business of performing said maintenance and repairs. The Board shall select the best bid which need not be the lowest bid, and the Board's decision in this regard shall be final and conclusive.

B. Collection of assessments from Owners.

C. Designation and dismissal of personnel necessary for the maintenance and operation of the Common Property.

D. To maintain insurance coverage as provided for in the Declaration and to use the insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance and pay any balance remaining to the Developer and Owners and their mortgagees as their interest may appear.

E. To grant and convey easements and rights-of-way in accordance with the terms of the Declaration.

F. To retain and pay for legal and accounting services necessary or proper in the operation of the Common Area(s) and facilities, enforcement of these By-Laws and the Declaration, or in any of the other duties or rights of the Association.

G. To maintain and repair drainage and other easements, private pedestrian walkways, sewers, sidewalks, streets, roadways, roadway rights-of-way, parking lots, median strips, entry details, walls or other areas not maintained by governmental entities or Owners.

H. To obtain or pay for, as the case may be, any other property, or services, which the Board deems necessary including security services for the Common Area(s) and facilities.

I. To enter at any reasonable time upon any exterior portion of any Dwelling Unit for the purpose of carrying out its duties and obligations for exterior maintenance and landscaping pursuant to the Declaration.

J. To regulate the use and provide for appropriate safety measures for all Common Area(s) including, but not limited to, private streets and parking areas.

K. To maintain all Common Area(s) in a neat and attractive manner.

L. To construct new improvements or additions to the Common Area(s) or demolish or replace existing improvements; provided that in the case of any improvements, additions or demolition (other than maintenance or repairs to existing improvements and reconstruction made pursuant to Section 4.16 hereof) involving a special assessment, the vote of Owners having two-thirds (2/3) of the total vote present, voting either in person or by proxy at an annual or special meeting called for the purpose of approving plans and a maximum total cost thereof shall first be obtained. The Board shall levy a special assessment on all Owners for the cost of such work pursuant to these By-Laws and the Declaration.



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M. Assign parking spaces.

N. To utilize water metered to the Dwelling Units for watering of the plants, trees and shrubs in the Common Area; provided, however, and on the conditions, the Association reimburses Owners on a fair and equitable basis for the cost of water so utilized.

O. To select and employ a trust company, bank or professional property management company, in Tucson, Arizona, to collect and disburse funds of the Association under such terms and conditions approved by the Board.

Section 4.10 Management. The Board shall control, maintain, manage and improve the Common Area(s) as provided in these By-Laws, the Articles and the Declaration. Such right and power of control and management shall be exclusive. In managing the Common Area(s), the Association hereby accepts all responsibility for the control, maintenance, safety and liability of such Common Area(s), including but not limited to collecting and paying taxes on Common Area(s), which shall be assessed by the County Assessor. Any agreement for professional management of the subdivision, or any other contract providing for services of the Developer shall not exceed one (1) year, but may be renewable for successive one (1) year periods upon agreement of the parties. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days (or less if agreed to) written notice and for termination ~~with cause~~ and without payment of a termination fee upon thirty (30) days written notice.

Section 4.11 Taxes. Owners shall pay all real estate and personal property taxes which may be assessed against their respective Dwelling Units. The Association shall pay all taxes levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to Owners.

Section 4.12 Fidelity Bonds. The Association shall purchase and maintain in force, if available, fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, employees, or volunteers responsible for handling funds belonging to or administered by the Association. Such fidelity bonds or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is, in no event, less than 1-1/2 times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added, if the policy would not otherwise cover volunteers.

Section 4.13 Assessments. The Board of Directors shall levy and collect assessments pursuant to the provisions of these By-Laws and Article VI of the Declaration.

A. The Board of Directors shall keep books with detailed accounts affecting the administration of the Common Area(s) specifying the maintenance, repair and replacement expenses thereof and any other expenses incurred. The books and vouchers shall be made available for examination to any of the Owners at convenient hours on working days. At the Annual Meeting, the Board shall make available to the members of the Association, a complete financial

report pertaining to the Association's financial condition. Upon the vote or written request of twenty-five percent (25%) of the Association's members, the Board shall appoint a committee of at least three (3) members to audit the books or in the alternative shall contract with a private accounting firm to audit same.

B. In the event the insurance proceeds paid for the damage or destruction by fire or other casualty to any part of the Dwelling Units or Common Area(s) covered by insurance written in the name of the Association are insufficient to pay all of the costs of repairing and/or rebuilding to the same condition as formerly, the Board shall levy a special assessment against the Dwelling Unit Owner if liable under local law for the damage or destruction, and if no Owner is liable for said damage or destruction, then the Board shall levy a special assessment against all Owners in the same proportion as their regular assessment to make up any deficiency. The Owner at fault or the Owners, whichever is the case, shall pay such special assessment in such amounts and at such times as the Board determines to such depository as may be designated by the Board.

Section 4.14 Authorized Payments by the Association. The Board of Directors shall have the exclusive authority to make payments out of the Association's funds for the benefit of each Owner; this authority shall include but shall not be limited to the following:

A. Water service for the Common Area(s) and rights of way in which landscaping has been planted.

B. Utility service for the Common Area(s).

C. All goods, materials, supplies, labor, services, maintenance, repair, alterations, reconstruction and insurance which the Board of Directors is authorized to obtain and pay for pursuant to these By-Laws and the Declaration or which are authorized by the Owners for the convenient operation of the Common Property.

D. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.

E. Professional management services as provided herein, legal, accounting and other services contracted for by the Board of Directors if it is deemed necessary by them for the operation and maintenance of the Common Property, protection of any of the Common Property or in the best interest of the Owners.

F. All costs of enforcing the provisions of these By-Laws and the Declaration, including attorney's fees and court costs, provided that all costs incurred for the enforcement of the provisions of these By-Laws and the Declaration against any Owner shall be assessed specially against such Owner.

Section 4.15 Rules and Regulations. The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Property, and such rules and regulations shall be binding upon the members of the Association.

Section 4.16 Damage and Destruction. In the case of damage by fire or

other casualty to the Common Property or Dwelling Units:

A. Destruction - Insurance Proceeds. If insurance proceeds do not exceed the sum of Twenty-Five Thousand and No/100ths Dollars (\$25,000.00), and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Five Thousand and No/100ths Dollars (\$5,000.00), such insurance proceeds shall be paid to the Association, which thereupon shall contract to repair or rebuild the damaged property; and if the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding the damaged property, the Board shall levy a special assessment as provided for in Section 4.13 of these By-Laws to make good any deficiency.

B. Reconstruction. If insurance proceeds exceed Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand and No/100ths Dollars (\$5,000.00), then:

1. The insurance proceeds arising out of damages to said property shall be paid to such bank or other trust company as may be designated by the Board, to be held in separate trusts for the benefit of Owners and their mortgagees, as their respective interests shall appear. The Board is authorized to enter, on behalf of the Owners, into an agreement with such insurance trustee relating to its powers, duties and compensation, on such terms as the Board may approve consistent herewith.

2. The Board shall obtain firm bids from two (2) or more responsible contractors, to rebuild any portions of said property in accordance with the original plans and specifications with respect thereto and shall, as soon as possible thereafter, select the best bid which need not be the lowest bid.

3. Upon acceptance of a bid, the Board shall levy a special assessment or special assessments 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 or mortgages, 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. Only the offices of Secretary and Treasurer may be held by the same person.

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; Vacancies. 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 to serve the remainder of the term at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Upon an affirmative vote of a majority of the members of the Board of Directors, a vacancy in any office may be filled by the Board, and the officer appointed to such vacancy shall serve the remainder of the term of the officer he replaces.

If the office of President becomes vacant, the Vice President shall automatically fill the vacated office of President.

Section 5.04 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and Board of Directors. He 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 may in his discretion decide is 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 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 4.09P of these By-Laws. The Treasurer shall be responsible for the deposit of all monies and other valuable effects which he 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. 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 Area(s); and any other charges agreed upon by a vote of the Owners. Subject to those provisions of Section 6.04 of the Declaration regarding the Developer, no owner may exempt himself from contributing toward such expenses by waiver or non-use of the Common Property or by abandoning his Dwelling Unit. The assessments shall be made in the manner provided in Section 4.03 of these By-Laws and Article VI of the Declaration.

## ARTICLE VII

### AMENDMENTS

Section 7.01 Amendment of By-Laws. The By-Laws may be amended by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent (with or without an Association meeting; subject, however, to the voting rights as set forth in Section 2.02) of the then owners of not less than fifty-one (51%) percent of the Dwelling Units, and the amendment of the By-Laws shall be effective upon their execution by the President and Secretary of the Association. Any amendments of these By-Laws shall, however, be subject to Veterans Administration and Federal Housing Administration approval as long as there is Class B membership.

## ARTICLE VIII

### MORTGAGES

Section 8.01 Notice to Association. An Owner who mortgages his Dwelling Unit 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 mortgagee; and the Association shall maintain such information in a book entitled, "Mortgagees of Dwelling Units".

## 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 recorded in the office of the County Recorder, Pima County, Arizona, in Docket 7051 at pages 1098 through 1128, inclusive, or with the Rules, Regulations and Requirements of the Federal Home Loan Mortgage Corporation, or the Federal Housing Administration, or the Veterans Administration, the terms and provisions of the Declaration and the Rules, Regulations and Requirements of the Federal Home Loan Mortgage Corporation or the Federal Housing Administration or the Veterans Administration, as the case may be, 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 of Covenants, Conditions and Restrictions.

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 of 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 4th day of March, 1983.

ESTABLISHMENT OF BY-LAWS

We, the undersigned, being all of the Directors of CREEKSIDE HOMEOWNERS ASSOCIATION, INC., do hereby certify:

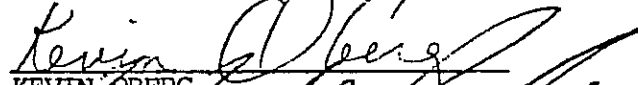
That we are entitled to exercise all of the voting power of said CREEKSIDE HOMEOWNERS ASSOCIATION, INC.;

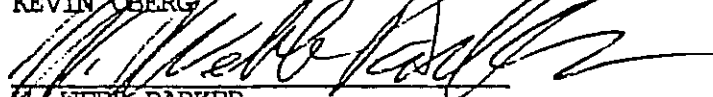
That we hereby assent to the within and foregoing By-Laws and hereby adopt the same as the By-Laws of said CREEKSIDE HOMEOWNERS ASSOCIATION, INC.

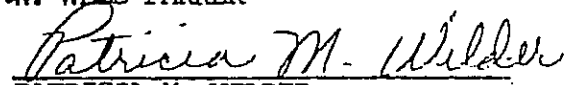
IN WITNESS WHEREOF, we have hereunto subscribed our names this 5<sup>th</sup> day of July, 1983.

  
ANDREW B. KELLY

  
DAVID J. MARSHALL

  
KEVIN OBERG

  
M. WEBB PARKER

  
PATRICIA M. WILDER

Directors

I, the undersigned, the duly elected and acting Secretary of CREEKSIDE HOMEOWNERS ASSOCIATION, INC., do hereby certify:

That the within and foregoing By-Laws were adopted as the By-Laws of the said Association on the 5<sup>th</sup> day of July, 1983, and that the same do

now constitute the By-Laws of said Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 5<sup>th</sup> day of July, 1983.

Patricia M. Wilder  
Secretary

