

**BYLAWS**  
**OF**  
**LAKESIDE PATIO HOMES ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is LAKESIDE PATIO HOMES ASSOCIATION, INC. hereinafter referred to as the "Association." The location of the principal office of the Association shall be as provided in the Articles of Incorporation (the "Articles"). Meetings of Members and directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board of Directors (the "Board").

**ARTICLE II**

**DEFINITIONS**

The words and terms used herein shall be deemed to have the same meanings as are given those words and terms in that certain Declaration of Covenants, Conditions and Restrictions for Lakeside Patio Homes, dated January 28, 1985 and recorded in the Office of the County Recorder of Maricopa County, Arizona on February 5, 1985 as Document No. 85-052406 (the "Declaration"), as the same may be amended from time to time. The term "Declarant" shall refer to MCO Properties Inc., a Delaware corporation, and the successors and assign of Declarant's rights and powers under the Declaration.

**ARTICLE III**

**MEMBERSHIP AND VOTING**

**Section 1.** **Owners of Residences.** Ownership of a Residence at the Project shall entitle the Owner(s) thereof to membership in the Association on the basis of one (1) membership for each Residence. Each such membership in the Association shall be appurtenant to and may not be separated from ownership of the Residence. Each membership shall be shared by any joint Owners of, or Owners of undivided interests in, a Residence.

**Section 2.** **Declarant.** The Declarant shall be a Member of the Association for so long as it either (a) holds Class B membership pursuant to Section 3 below or (b) owns any Residence.

**Section 3.** **Voting.** The Association shall have two (2) classes of voting membership:

**Class A:** Class A membership shall be all memberships excluding the Class B memberships held by the Declarant, and each Owner shall be entitled to one (1) vote for each Class A membership held by the Owner, subject to the authority of the board to suspend the voting rights of the Owner for violations of the Declaration in accordance with the provisions hereof and of the Declaration.

**Class B:** Class B memberships shall be held by the Declarant, and shall entitle Declarant to three (3) votes for each Residence owned by Declarant. The Class B memberships shall cease and be converted to Class A memberships on the happening of the earliest of the following events:

- (a) When more than seventy-five percent (75%) of the Residences are sold;
- (b) Five (5) years after the conveyance of the first Residence to an Owner; or
- (c) When Declarant notifies the Association in writing that it relinquishes its Class B memberships.

**Section 4. Right to vote.** No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such membership must be cast as a unit, and fractional votes shall not be allowed. In the event that a membership is owned by more than one (1) person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing his membership, it thereafter shall be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other Owners of the same membership unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast for a particular membership, none of such votes shall be counted and all such votes shall be deemed void.

**Section 5. Cumulative Voting for Board Members.** In any election of the members of the Board, every Owner of a membership entitled to vote at such an election shall have the number of votes for each membership equal to the number of directors to be elected, except that the Class B Member shall have three (3) votes for each unsold Residence times the number of directors to be elected. Each Member shall have the right to cumulate his votes for one (1) candidate or to divide such votes among any number of the candidates. The candidates receiving the highest number of votes, up to the number of the board members to be elected, shall be deemed elected.

**Section 6. Membership Rights.** Each Member shall have the rights, duties and obligations set forth in the Declaration and such other rights, duties and obligations as are set forth in the Articles and these bylaws, as the same may be amended from time to time.

**Section 7. Transfer of Membership.** The rights and obligations of the Owner of a Residence having Class A membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Residence, and then only to the transferee of ownership to the Residence. A transfer of ownership to a Residence may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage or record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to

a Residence shall operate to transfer the membership appurtenant to said Residence to the new Owner thereof.

## ARTICLE IV

### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on a convenient day of the month in February each year thereafter in the evening hours.

**Section 2. Special Meetings.** Special Meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote a least ten percent (10%) of all of the votes of the Class A membership.

**Section 3. 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 such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before such meeting to each Member entitled to vote thereat, 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 purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast, and/or proxies entitled to cast, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Declaration or these bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn and reschedule the meeting as provided in the Declaration.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not less than two (2) days prior to the meeting. Every proxy shall be revocable and automatically shall cease upon conveyance by a Member or such Member's Residence.

**Section 6. Procedure.** Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

## ARTICLE V

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a board of directors, who shall be Members of the Association in good and regular standing. The Board shall have the

exclusive right of determining the affairs of the Association. The Board shall consist of not less than three (3) nor more than seven (7) directors. The board initially shall consist of the three (3) directors designated in the Articles.

**Section 2. Term of Office.** The directors designated in the Articles shall hold office until the first annual election of directors, which shall take place at the first annual meeting of Members, or until their successors are elected and qualified. At the first annual meeting, the Members shall elect one (1) director for an initial term of three (3) years, one (1) director for an initial term of two (2) years, and one (1) director for an initial term of one (1) year. At each annual meeting thereafter, the Members shall elect directors to replace those directors whose terms have expired and all such directors shall be elected for a term of three (3) years. The length of terms may be modified by the Members and the number of directors may be increased to not more than seven (7) by vote of the Board. In the event of an increase in the number of directors, the Members, at the first annual meeting after the increase, shall designate the terms for the new directorships. If the new directorships are created and filled by the Board between annual meetings, the newly elected directors shall serve until the next annual meeting of the Members.

**Section 3. Removal and Vacancies.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and such successor shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as a director and may receive a salary or wages if he is employed by the Association in a capacity in addition to serving as a director.

**Section 5. 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 approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board shall be made by a nominating committee. Nominations also may be made from the floor at the annual meeting of the Members. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more persons who are either Members of the Association, officers of a corporate Member, or partners in a partnership Member. The initial nominating committee shall be appointed by the Board at least ninety (90) days prior to the first annual meeting to serve until the close of the first annual meeting. Thereafter, the nominating committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number

of vacancies which are to be filled. Persons nominated for the position of director shall be Members of the Association.

**Section 2. Election.** Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VII

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution by the Board. If the date for such meeting falls upon a legal holiday, it shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

**Section 3. Quorum.** A majority of the number of 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 4. Meeting Notice.** A notice of all Board meetings will be posted forty-eight (48) hours prior to the meetings in an appropriate place for all members to read.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and any other matters contemplated by the Declaration and Articles, and to establish penalties for infractions thereof;
- (b) suspend the voting rights of a Member and/or the Member's right to use all or any portion of the Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for (1) a period not to exceed sixty (60) days for non-monetary infractions of the Declaration, or the Rules and Regulations,

and (2) for successive sixty (60) day periods if any such infraction is not corrected during any prior sixty (60) day suspension period; provided, however, that no such suspension may be made toward restricting the use of the Common Area which would prevent the use and enjoyment of the Owner's Residence or restrict his access thereto or parking rights;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles or the Declaration;
- (d) 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; and
- (e) employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe the duties of such persons.

**Section 2.** **Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all of 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 if requested in writing by at least ten percent (10%) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Residence at least thirty (30) days in advance of each annual assessment period; and
  - (2) take such action, as and when the Board deems such action appropriate but after notice as provided in the Declaration, to foreclose the lien against any Residence for which assessments are not paid and/or to bring an action at law against the Member personally obligated to pay the same;
- (d) issue or cause an appropriate officer to issue, upon demand by 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 such certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment, as against any bona fide purchaser of, or lender on, the Residence in question;
- (e) procure and maintain adequate liability and hazard insurance on the Common Area;

- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the maintenance responsibilities of the Association set forth in the Declaration to be performed.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President, who shall at all times be a member of the Board, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall be removed or otherwise disqualified to serve, or unless elected for a time period specified to be different than one year.

**Section 4. Special Appointments.** The board may elect such other officers as the affairs of the Association may require, each of whom shall (i) hold office for such period, (ii) have such authority, and (iii) perform such duties as the Board may from time to time determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by 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, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. Other than for these two (2) offices, no person simultaneously shall hold more than two (2) offices except in the case of special offices created pursuant to Section 4 of the Article.

**Section 8. Duties.** The duties of the officers are as follows:

- (a) **President**: The President shall preside at all meetings of the Board; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.
- (b) **Secretary**: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 perform such other duties as required by the Board.
- (c) **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; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and delivered to the Members.
- (d) **Delegation**: The Board may delegate the duties listed above or other duties to a manager or managing agent, or other person; however, such delegation shall not relieve any member of the Board of his responsibility for such duties.

## ARTICLE X

### Indemnification

The Association shall indemnify all of its directors, officers, incorporator, members of the Architectural Committee, employees, agents and its former directors and officers, to the maximum extent authorized by law, against expenses incurred by them, including, without limitation, legal fees, and judgments and penalties rendered or levied against them or any of them in any legal action brought against any such persons for actions or omissions alleged to have been committed by any such person while acting within the scope of his or her employment by the Association, provided that the Board shall determine in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action, and provided further that no such indemnification shall be available with respect to liabilities under the Securities Act of 1933, and provided further that the Association shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable unreasonably shall have refused to permit the Association, at its own expense and through counsel of its own choosing, to defend him or her in any such legal action. Whenever any such person shall report to the President of the Association that he or she has incurred or may incur any such expenses, the Board shall, at its next regular meeting or at a special meeting held within a reasonable time thereafter, determine in good faith whether such person acted, failed to act, or refused to act willfully, with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action. If the Board determines in good faith that such person did not act, fail to act or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in



the action, indemnification shall be mandatory and automatically shall be extended as specified herein, except as otherwise provided hereinbefore.

## ARTICLE XI

### COMMITTEES

**Section 1. General.** The Board shall appoint a nominating committee as provided in these Bylaws. In addition, the board shall appoint such other committees as they deem appropriate in carrying out the purposes of the Association.

**Section 2. Architectural Committee.** The Association shall establish an Architectural Committee (the "Committee") which shall consist of at least three (3) persons, none of whom shall be required to be an architect, officer or director of the Association or to meet any other particular qualification other than as provided in Section 2 (a) below.

(a) **Membership.** Declarant shall appoint all of the original members of the Committee and all replacements thereof until the first anniversary of the conveyance by Declarant of the first Residence to a Purchaser. Thereafter, Declarant shall have the right to appoint a majority of the members of the Committee until Declarant has conveyed to Purchasers at least seventy-five percent (75%) of the Residences or until five (5) years after the conveyance of the first Residence by Declarant, whichever first occurs. After one (1) year from the date of Declarant's conveyance to a Purchaser of the first Residence in the Project, the Board shall have the power to appoint one (1) member of the Committee, which power shall continue until Declarant's conveyance to Purchasers of at least seventy-five percent (75%) of the Residences or until five (5) years after the conveyance of the first Residence by Declarant, whichever first occurs. Thereafter, the Board shall have the power to appoint all the members of the Committee. Members appointed to the Committee by Declarant need not be members of the Association.

(b) **Duties of Architectural Committee.** It shall be the duty of the Committee to consider and act upon any and all proposals or plans submitted pursuant to the terms of the Declaration, to ensure that all improvements constructed on the Project by anyone other than Declarant conform to plans approved by Committee, to adopt Architectural Rules and to perform other duties imposed upon it by the Declaration. Notwithstanding anything contained in the Declaration expressly or implied to the contrary no building, fence, wall, patio enclosure or other structural or improvements shall be constructed or maintained upon the project, nor shall any exterior addition, change or alteration be made in, on or to the Project, or any part thereof, including patio covers and antennas, by anyone other than Declarant, until the plans and specifications showing the nature, shape, dimensions, materials and location of the same shall have been submitted to and approved in writing as to harmony of design, and location in relation to surrounding improvements and topography by the Committee. All patio or other outdoor furniture placed by an owner in his patio or other area visible from neighboring property to the outside shall either be in accordance with criteria established by Architectural Rules, or approved in writing by the Committee as to color, design and condition. In addition to the rights of the

Association provided elsewhere in the Declaration the Committee may, in its name or on behalf of the Association, exercise all available legal and equitable remedies to prevent or remove any unauthorized and unimproved construction of improvements on the Project or any portion thereof.

(c) Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the members of the Committee, 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 at such meetings or otherwise. Members of the Committee shall not receive any compensation for services rendered.

(d) Architectural Rules. The committee may, from time to time, and in its sole and absolute discretion, adopt, amend, and repeal by unanimous vote or written consent, rules and regulations to be known as "Architectural Rules". The Architectural Rules shall interpret and implement the Declaration by setting forth the standards and procedures for Committee review, the guidelines for design and placement of improvements, as well as all other duties of the Committee as particularly set forth in Section (b) above.

(e) Waiver. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver or any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

(f) Liability. Neither the Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, or (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

(g) Appeal. In the event plans and specifications submitted to the Committee are disapproved, the party or parties making such submission may appeal in writing to the Board within thirty (30) days following the final decision of the Committee. The Board shall submit such request to the Committee for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. Failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

## ARTICLE XII

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XIII

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association, Annual Assessments, Special Assessments and Supplemental Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid on the due date, the assessment shall bear interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, as provided in the Declaration. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by virtue of such Owner's nonuse of the Common Area or abandonment of his Residence.

## ARTICLE XIV

### AMENDMENTS

**Section 1. Amendment By Vote of Members.** These Bylaws may be amended in a manner not inconsistent with the Declaration and the Articles, at a regular or special meeting of the Members, by a vote not less than seventy-five percent (75%) of Members present in person or by proxy, and in the case of a material provision hereof, the approval of at least seventy-five percent (75%) of all Institutional Mortgagees (as set forth in the Declaration); provided, however, the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), as applicable, shall have the right to veto amendments while there is a Class B membership if the Declaration and these Bylaws have initially been approved by the FHA or VA in connection with any loan programs made available by FHA or VA and any loans have been made within the Project which are insured or guaranteed by FHA or VA.

**Section 2. Amendment If Requested by Outside Agencies.** Notwithstanding the above, the Board reserves the right to amend all or any part of these Bylaws to such an extent and with such language as may be requested by the FHA, the VA or any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Bylaws or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Residence. It is the desire of the Declarant to retain control of the Association and its activities through the Board during the anticipated period of planning and development of the Project until the Class B membership ceases pursuant to the Declaration. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, the Board shall have the right to prepare, provide for and adopt as an amendment hereto, other and different control provisions.

**ARTICLE XV**

**INTERPRETATION**

**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.**

**ARTICLE XVI**

**FISCAL YEAR**

**The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December, of each year, except that the first fiscal year shall begin on the date of incorporation of the Association and shall end on the 31<sup>st</sup> day of December thereafter.**

**DATED March 20, 1985**

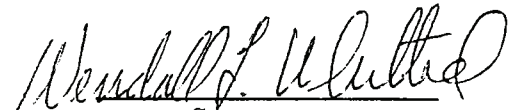
**CERTIFICATION**

**I, the undersigned, do hereby certify:**

**That I AM THE DULY ELECTED AND ACTING Secretary of LAKESIDE PATIO HOMES ASSOCIATION, INC., an Arizona nonprofit corporation, and**

**THAT the foregoing Bylaws constitute the original Bylaws of said Association, as adopted by unanimous written consent of the Board of Directors thereof, on the 20<sup>th</sup> day of March 1985, along with the latest revisions approved by the Members, the last revision being February 2004.**

**IN WITNESS WHEREOF, I have hereunto subscribed my name this 8 day of Nov, 2004.**

  
**Secretary**

**(SEAL)**

**Nancy Flynn July 19, 2004**