

Windmill Village

Homeowners Association

Bylaws



Windmill Village Homeowners Association
P.O. Box 5720
Mesa, AZ 85211

PREFERRED COMMUNITIES
"LOVING WHERE YOU LIVE."



**BYLAWS
OF
WINDMILL VILLAGE
HOMEOWNERS ASSOCIATION, INC.**

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BYLAWS
OF
WINDMILL VILLAGE HOMEOWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation

ARTICLE I

GENERAL PROVISIONS

Section 1.01. Name. The name of this nonprofit corporation (“**Association**”) is “Windmill Village Homeowners Association, Inc.”

Section 1.02. Known Place of Business. The known place of business of this corporation will be initially located in care of Associated Asset Management, 7740 North 16th Street, Suite 300, Phoenix, Arizona 85020; however, meetings of Members and Directors may be held at any other place within the State of Arizona that may be designated by the Directors.

Section 1.03. Defined Terms. Terms used but not defined in these Bylaws will have the same meanings specified in the Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions for Windmill Village recorded in the Official Records of Maricopa County, Arizona (“**Declaration**”).

Section 1.04. Conflicting Provisions. If there is any conflict between the Articles of Incorporation (“**Articles**”) for the Association and these Bylaws, the terms of the Articles will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control

Section 1.05. Corporate Seal. The Association may have a corporate seal in a form approved by the Board. The use of a seal will not be a prerequisite to any Association action.

Section 1.06. Designation of Fiscal Year. The fiscal year of the Association will begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year will begin on the date of incorporation of the Association.

Section 1.07. Books and Records. The Association will keep and maintain those books and records required under A.R.S. §§ 10-11601 *et seq.* and § 33-1805. The books and records of the Association (including the Project Documents) will be available for inspection by any Member or the Member’s designated representative during reasonable business hours for a proper purpose at the known place of business of the Association as permitted under A.R.S. § 10-11602 through § 10-11605, inclusive, or § 33-1805.

Section 1.08. Amendment.

(a) **By Class B Member.** During the period of Declarant Control, the Class B Member may unilaterally amend these Bylaws at any time and from time to time without

the written consent of the Owners so long as the amendment does not materially and adversely affect the title to or ownership of any Living Unit, but only if the amendment is necessary: (i) to bring any provision of the Bylaws into compliance with any applicable governmental statute, rule, or regulation, or any judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on a Living Unit; (iii) to enable any Institutional Guarantor to issue its approval with respect to the Community; or (iv) to correct any error or inconsistency in the Bylaws.

(b) ***By Members Generally.*** Except as provided above, these Bylaws may be amended only by the affirmative vote of 75% or more of the total votes held by Class A Members in the Association, and the written consent of the Class B Member, if one exists.

(c) ***Validity and Effective Date of Amendments.*** Any amendment to these Bylaws will become effective on the date formally approved by the applicable Members or on any later effective date specified in the amendment. Any procedural challenge to an amendment must be made within 60 days of the effective date of the amendment or the amendment will be presumed to have been validly adopted. No amendment may remove, revoke, or modify any right or privilege of the Class B Member without the written consent of the Class B Member.

Section 1.09. Open Meetings. Except in any of those instances enumerated under A.R.S. § 33-1804, all meetings of the Association and the Board of Directors of the Association (singularly or collectively, as applicable, referred to as the “**Board**”, “**Directors**”, or “**Director**”) must be open to all Members or the Member’s designated representative to attend, listen, and speak at and for a reasonable time (as determined by the Board in its sole discretion) on issues before the Association or the Board, as appropriate. The Board may limit participation to eligible Members.

Section 1.10. Exemption of Private Property. The private property of each and every officer, Director, and Member of this Association (and all committee members for any committee designated by the Association) is exempt at all times from all debts and liabilities of the Association.

Section 1.11. FHA/VA Financing. If Federal Housing Administration (“**FHA**”) or Veterans Administration (“**VA**”) financing is applicable to any part of the Community, any amendment to these Bylaws while Class B membership is in existence must be approved by the FHA or the VA. Approval will be deemed to have been given if approval by the FHA or VA has been requested in writing but neither the FHA nor VA have approved or disapproved the amendment at and within 30 days of the request.

ARTICLE II

MEETINGS OF MEMBERS

Section 2.01. Annual Member Meeting. The Association will hold annual meetings of the Members. Each Member will be entitled to attend each annual meeting. The annual

meetings of the Members will be held at the known place of business of the Association, unless a different location is designated by the Board of Directors. The first annual meeting of the Members will be held on any date designated by the Board of Directors; however, the first annual meeting of the Members must be held no later than one year after the date of the close of escrow on the first Living Unit sold to a Class A Member. The Association will hold subsequent annual meetings of the Members on any date designated by the Board of Directors. 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 next subsequent day that is not a legal holiday. The failure of the Association to hold an annual meeting of its Members, however, will not affect the validity of any corporate action.

Section 2.02. Special Member Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors or by Members entitled to cast at least 25% of the total number of eligible votes of each class of Members in the Association.

Section 2.03. Notice of Member Meetings. Written notice of each meeting of the Members (annual or special) will be given by, or at the direction of, the Secretary or person authorized to call the meeting to each Member in any one or more of the following manners: by hand delivery, by U.S. mail, by facsimile, by e-mail, through newsletters, conspicuous posting in the Community (e.g., on cluster mail boxes), or posting on any Web site for the Community or the management company for the Community. In each case, the notice will be sent to the street or mailing address, number, or e-mail address of the Member on file with the Association. The notice must specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in assessments that require approval of the Members and any proposals to remove a director or an officer. Each Member may waive notice of any annual or special meeting of the Members, and the waiver will be effective if made before or after the meeting so long as the waiver is in writing. Waiver of notice of the Member's meeting must be in writing, signed by the Member waiving notice, and delivered to the Association for inclusion in the books and records of the Association. By attending a meeting, however, a Member waives any right he/she may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the laws of the State of Arizona. The failure of any Member to receive actual notice of a meeting of the Members does not affect the validity of any action taken at that meeting. Except for special meetings that will require at least 5 and not more than 10 days advance notice, the notices for all annual meetings of the Members must be given at least 10 and not more than 50 days in advance of the meeting.

Section 2.04. Member Quorum and Voting.

(a) **Quorum.** Except as otherwise provided in the Articles, the Declaration, or these Bylaws, the presence (at the beginning of the meeting) in person or by proxy of the Class B Member and Members holding 10% or more of the total number of eligible votes of the Class A Members combined, constitutes a quorum for the purposes of holding a duly called and noticed annual or special meeting of the Members. If a quorum is not present at any meeting, the Members at the meeting will have the power to adjourn the meeting and to reschedule the meeting to another date and time without additional notice

other than announcement at the meeting. The Members may continue to adjourn and reschedule in the manner described in this Section 2.04 until a quorum is present.

(b) **Voting.** Except as otherwise provided in the Articles, the Declaration, or these Bylaws, any action that must have the approval of the Members of the Association before being undertaken will require the vote of greater than 50% of the total number of eligible votes represented at a duly called and held meeting of the Members at which a quorum is present. Whenever the terms “**eligible**” votes or “**eligible**” Members are used in these Bylaws or the other Project Documents, both terms describe those Members who are permitted to vote on the matter and whose voting privileges have not been suspended or revoked. Unless the Project Documents specify otherwise, all approvals must be affirmatively given and may not be made in the negative or based on non-responses. Votes may be cast by mail or in any other manner permitted in these Bylaws or under Arizona law.

(c) **Determination Date for Votes.** The number of votes entitled to be cast by each Member will be determined as of a date at least 10 days before the date of the meeting in question.

Section 2.05. Proxies. At all meetings of the Members, votes may be cast by the Members in person or by proxy. A proxy may be granted by any Member in favor of only any officer of the Association, the Declarant, or any Mortgagee. To be valid, a proxy must be duly executed in writing and must be filed with the Secretary at least 24 hours prior to the commencement of the meeting for which the proxy is given. A proxy will be valid only for the particular meeting designated in the proxy. A proxy will be deemed revoked only: (i) by attending the meeting and voting in person; or (ii) by delivering written notice to the person presiding over the meeting, Secretary of the Association, or designated vote tabulator of a revocation signed by the Member who granted the proxy. Except with respect to proxies in favor of a Mortgagee, no proxy will be valid for a period in excess of 180 days after the execution of the proxy.

Section 2.06. Eligibility. Membership in the Association is mandatory, and no Owner during the period of time an Owner owns a Living Unit within the Community will have the right to relinquish or terminate his or her membership in the Association. By accepting a deed to a Living Unit within the Community or otherwise becoming an Owner, each Owner enters into a contract with the Association and the other Owners whereby the Owner becomes a Member of the Association and is bound by the terms of the Project Documents, all as may from time to time be amended.

Section 2.07. Suspension of Voting Rights. If any Member is in arrears in the payment of any assessments or other amounts due to the Association under any of the provisions of the Project Documents for a period of 15 days after its due date, the vote attributable to the Member in the affairs of the Association will be suspended automatically and will remain suspended until all payments, together with accrued interest, late charges, attorney’s fees, and other applicable charges, are brought current and kept current. If any Member has caused or permitted a non-monetary violation of the Project Documents, the vote attributable to the Member in the affairs of the Association will be suspended automatically within 15 days after the Member’s receipt of

written notice from the Board of the violation, and the right of the Member to vote will remain suspended until the earlier of: (i) the cure of the violation by the Member, or (ii) a decision by the Board under Section 3.12 of these Bylaws that no violation exists.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Number of Directors.

(a) ***Directors Generally.*** The affairs of this Association will be managed by a Board of Directors. So long as there is a Class B membership in the Association, the Directors need not be Members. After the termination of the Class B membership, all Directors must be Members. If a Member is not a natural person, any officer, director, partner, or trust officer of the Member will be eligible to serve as a Director.

(b) ***Initial Board.*** The initial Board of Directors will consist of the three persons designated in the Articles, all of whom will serve until the first annual meeting of the Members of the Association that is designated by Declarant for the election or appointment of a successor Board of Directors.

(c) ***Successor Boards.*** The Class B Member will appoint Directors until the period of Declarant Control expires, at which point the Directors most recently appointed by the Class B Member will serve until their current terms expire, and the respective vacated directorships will be filled by the at-large vote of the Class A Members. All Directors may be appointed or elected to any number of consecutive terms.

Section 3.02. Nomination and Election Procedures.

(a) ***Nominations and Declarations of Candidacy.*** Prior to each election of Directors by the Class A Members, the Board will prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position the Class A Members will fill. The Board also has the power to (and may) establish other rules and regulations, as it deems appropriate to conduct the nomination of these Directors in a fair, efficient, and cost-effective manner. Except with respect to Directors appointed by the Class B Member, nominations for election to the Board also may be made by a “**Nominating Committee.**” The Nominating Committee, if any, will consist of a chairperson, who will be a member of the Board, and three or more Members or representatives of Members. The Board will appoint members of the Nominating Committee not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and the appointments will be announced in the notice of each election. The Nominating Committee may make as many nominations for election to the Board as it determines necessary or advisable. In making its nominations, the Nominating Committee will use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates. Each

candidate, at its cost, will be given a reasonable and uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) **Election Procedures.** The candidates receiving the greatest number of votes will be elected.

Section 3.03. Election. Except as these Bylaws may otherwise specifically provide, election of directors will take place at the Association's annual meeting.

Section 3.04. Removal and Resignation. Any Director may be removed from office "with cause" by the majority vote of the remaining Directors. Cause for removal will be deemed to exist when there is a reasonable basis to believe that the Director has breached a fiduciary duty to the Association or has been fraudulent or grossly negligent in its actions or inaction with respect to affairs of the Association or when the Director has missed three or more regular or special meetings during any twelve month period. Directors may be removed without cause only by the Class B Member, if an appointed directorship is involved, or only with unanimous consent of all other Directors, if an at-large directorship is involved. At or after the meeting where the Director is removed, a successor may be: (i) appointed by the Class B Member, if an appointed directorship is vacated, or (ii) elected at-large by the Class A Members, if an at-large directorship is vacated. Any Director so appointed or elected will fill the vacancy created for the remaining and unexpired term. Any Director may resign at any time by giving written notice to the Board, the President, or the Secretary, and the resignation will be effective as of the date of its receipt or at any later time specified in this notice. Vacancies in the Board caused by resignation will be filled as established above. If a resignation is effective at a later date, the Board may fill the vacancy before the effective date of the resignation so long as the successor does not take office until the effective date of the resignation. If any of the initial Directors designated in the Articles resign before the first annual meeting of the Members, the Declarant will appoint a new Director to serve until the first annual meeting of the Members.

Section 3.05. Compensation. No Director will receive compensation for any service rendered to the Association; however, any Director may be reimbursed for actual expenses incurred in the performance of his/her duties.

Section 3.06. Notice to Members of Board Meetings. During the period of Declarant Control, no notice must be given to the Members of any regular or special meetings of the Directors. After the period of Declarant Control, unless a Member makes a specific written request to the Board for individual written notice of Board meetings, written notice of any regular or special meetings of the Board need not be given specifically to each Member, but rather notice of any regular or special meeting of the Board may be given to all Members in the same manner as established in Section 2.03 above for Member meetings. Whenever a Member has made a specific written request to the Board for individual written notice of Board meetings as provided above, the written notice of regular or special Board meetings must be sent to the requesting Member at least 48 hours in advance of the meeting in any one of the following manners as specified by the Member: (i) by U.S. mail, (ii) by e-mail, or (iii) by facsimile. The specific written request for notice of Board meetings must identify the preferred manner of delivery specified by the requesting Member and must include the address, e-mail address, and/or facsimile number of the designated method of delivery. Absent a Member's designation

of delivery, notice will be deemed given if sent by U.S. mail to the address for the Member in the records of the Association. A Member's request for individual written notice of Board meetings, however, is valid only for one year and must be renewed in writing to entitle the Member to continue to receive individual written notices. Notwithstanding the foregoing, however, the Board is not required to give any notice of emergency meetings of the Board (whether during or after the period of Declarant Control). The Directors also will have the right to take any action without holding a formal meeting by obtaining the unanimous written consent of all the Directors. The failure of any Member to actually receive notice will not affect the validity of any action taken at the meeting. All written consents of the Directors will be filed with the minutes of the proceedings of the Board.

Section 3.07. Vacancies on the Board. Vacancies on the Board caused by any reason other than the removal or resignation of a Director under these Bylaws will be filled by the appointment of a new Director by the Class B Member, if an appointed directorship is vacated, or by a majority vote of the remaining Directors, if an at-large directorship is vacated, at the first regular or special meeting of the Board held after the occurrence of the vacancy, even though the Directors present at the meeting may constitute less than a quorum. Each person so appointed or elected will serve the unexpired portion of the prior Director's term.

Section 3.08. Regular Board Meetings. Regular meetings of the Board may be held at the time and place determined from time to time by the Board and must comply with the open meeting requirements of Section 1.09 of these Bylaws.

Section 3.09. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each Director, given in writing by hand delivery, e-mail, U.S. mail, or facsimile. This notice must state the time, place, and purpose of the special meeting. Special meetings of the Board may be called by the Secretary in like manner and on like notice upon the written request of at least two Directors.

Section 3.10. Quorum of Directors. A majority of the Directors elected by the Class A Members, and all of the Directors appointed by the Class B Member, if the Class B membership exists, will constitute a quorum for the transaction of business. Unless otherwise specified by these Bylaws, the Articles, or the Declaration, 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 will be regarded conclusively as the act of the Board.

Section 3.11. Powers and Duties of the Board. All Association powers will be exercised by or under the authority of the Board of Directors. The Board will have all of the powers and duties necessary for the administration of the affairs of the Association and may exercise all rights and powers granted to the Association under the Project Documents and may perform all acts and make all decisions that are not required by the Project Documents to be exercised or performed by the Members. Specifically, but without limitation of the previous sentence, the Board will have the following powers and duties:

- (a) Open bank accounts on behalf of the Association and designate the signatories of the Association;

(b) Make or contract for the making of repairs, additions, improvements, and alterations of the Common Area and Areas of Association Responsibility, in accordance with (and as specified in) the Declaration and the Project 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 sole discretion, enforce by legal means the provisions of the Declaration and the Project Documents including, without limitation, the collection of any assessments;

(d) Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Common Area and Areas of Association Responsibility and provide services for the Members, and, where appropriate, provide for the compensation of the personnel (which or who may be affiliates of the Declarant) and for the purchase of equipment, supplies, and material to be used by the personnel in the performance of their duties;

(e) Provide for the operation, care, upkeep, and maintenance of all of the Common Area and Areas of Association Responsibility and any other areas that the Association is permitted or required to maintain;

(f) Prepare, amend, and adopt 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 Common Area and the personal conduct of the Members and their family members, guests, lessees, and invitees on the Common Area and establish penalties for infraction in accordance with the provisions of A.R.S. § 33-1803;

(h) Suspend the voting rights and the right to the use of the Common Area of a Member during any period in which the Member is in default in the payment of any assessment or other amounts due under the terms of the Project Documents or, subject to any applicable notice and grace periods, during any period the Member is in non-monetary default of the Project Documents;

(i) Exercise, on behalf of the Association, all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by Arizona law or the provisions of the Declaration or other Project Documents;

(j) Employ, hire, and dismiss all employees of the Association as the Board deems necessary and prescribe their duties and their compensation;

(k) Hire, employ, or terminate a manager, whether as an independent contractor or as an employee, whether affiliated with Declarant or not, and delegate to that manager the power to perform all services and duties as the Board may direct;

(l) Keep or cause to be kept a complete record of all acts of the Board and all corporate affairs and establish procedures for inspections of the books and records of the

Association by Members with a proper purpose for inspection, including establishing a reasonable fee (payable in advance) for all copies requested by a Member of the books and records;

(m) As more fully provided in the Declaration: (i) fix the amount of the Annual and Special Assessments against the Community; (ii) send written notice of each Assessment to every Owner subject to an Assessment; (iii) assess a late charge for any late payments; (iv) record a notice and claim of lien against any Living Unit for which Assessments are not paid; and (v) enforce, through foreclosure or any other permitted action, the Association's lien or the personal obligation of the Owner to pay assessments;

(n) Issue, or cause an appropriate officer or agent to issue, upon demand, to any appropriate person, any disclosure statement required under A.R.S. § 33-1806 or any payment statement required under A.R.S. § 33-1807.I., subject to the right of the Board to impose a reasonable charge for the issuance of these statements;

(o) Procure and maintain commercial general liability, hazard, and other insurance coverage in the amounts as required or permitted by the Declaration;

(p) Cause the Common Area and Areas of Association Responsibility to be maintained, as more fully set forth in the Declaration, and to pay all taxes levied on the Common Area;

(q) Institute, defend, and intervene in any litigation or administrative proceedings in its own name or on behalf of the Owners, subject to any limitations specified in the Project Documents;

(r) Borrow money and, with the consent of two-thirds (2/3) of the total number of eligible votes of each class of Members in the Association, mortgage, pledge, deed in trust, or grant a security interest in any or all of the Common Area;

(s) Enter into and perform contracts of any kind incidental to the performance of the Association's duties under the Project Documents; and

(t) Own, operate, and maintain all property of the Association.

Section 3.12. Non-Monetary Violations. If the Board believes there is a non-monetary violation of the Declaration or the other Project Documents with respect to a Living Unit, the Board may send written notice to the offending Owner or Owners (referred to below as the "**Offending Party**") describing the non-monetary violation. Within ten (10) days after receipt of the Board's written notice, the Offending Party must either: (i) correct the violation; or (ii) request in writing a hearing by the Board for the Offending Party to explain why no non-monetary violation exists, why a specific approval of the violating item or conduct should be issued by the Board, why more time is required to correct the violation, or why the Offending Party otherwise protests the Board's notice of violation. A failure of the Offending Party to correct the violation or make the written requests described above within ten (10) days after receipt of the Board's written notice will entitle the Board to exercise all rights available to it under the Project Documents or Arizona law with respect to the Offending Party or the

applicable Living Unit including the right of self-help to correct the violation and the right to impose reasonable monetary penalties in amounts determined by the Board based on the severity and frequency of the violation and any other factor deemed relevant by the Board. If a hearing is requested and the Board and the Offending Party that has requested the hearing cannot otherwise agree on a date and time for the hearing, the Board will propose a minimum of three dates and times for the hearing. The Offending Party must select in writing one of the three dates and times, and a hearing will be held on the selected date. The hearing will be attended by the Offending Party and at least one of the Directors. The hearing will be conducted by the attending Director or an attending Director so designated by all attending Directors. The Offending Party, on its own account or through legal counsel, will make an oral or written presentation. After, although not necessarily at, the meeting at which the Offending Party has made its presentation, the attending Director or Directors will report to and consult with the entire Board to make a decision on the Offending Party's request. Any decision by a majority of the Board will be binding on the Offending Party. Additional rules for the hearing may be adopted by the attending Director or Directors so long as the Offending Party is given a reasonable opportunity to be heard. A decision by the Board also could include the imposition of reasonable monetary penalties on the Offending Party. Any suspended voting rights will be reinstated upon the Offending Party's cure of the non-monetary violation or the Board's favorable determination that no violation exists. Hearings conducted under this Section 3.12 that are attended by one or more of the Directors are not meetings of the Board for purposes of the open meeting requirements of Section 1.09 of these Bylaws or A.R.S. § 33-1804.

Section 3.13. Committees of the Board. The Board may appoint committees to study or handle specific matters of the Association. Committees designated by the Board are not subject to the open meeting requirements of Section 1.09 of these Bylaws or A.R.S. § 33-1804. Committees may include non-voting committee members, ex-officio members, or other advisors at the direction and discretion of the Board.

Section 3.14. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection will constitute presence in person at the meeting.

Section 3.15. Right of Class B Member to Disapprove Actions. So long as the Class B membership exists, the Class B Member will have a right to disapprove any action, policy, or program of the Association, the Board, or any committee which, in the sole judgment of the Class B Member, would: (i) tend to impair rights of the Declarant under the Declaration or these Bylaws; (ii) interfere with development or construction of any portion of the Community; or (iii) diminish the level of services being provided by the Association. This specific approval right is intended to be in addition to, and not in limitation of, any other provisions of the Declaration or these Bylaws. To the extent not already entitled to be given notice or an opportunity to be heard, as provided in the Project Documents, then:

- (a) The Class B Member will be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the

Association, the Board, or any committee (the notice for which will be given in the manner specified above in Section 2.03 for notice to the Class B Member); and

(b) The Class B Member will be given the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval established in the Bylaws.

The Class B Member may exercise its right to disapprove any action, policy, or program at any time within 10 days following the meeting at which the action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but will not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. The Class B Member will not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 3.16. Annual Audit. Pursuant to A.R.S. § 33-1810, unless any provision in the Project Documents requires an annual audit by a certified public accountant, the Board of Directors shall provide for an annual financial audit, review or compilation of the Association. The audit, review or compilation shall be completed no later than one hundred eighty days after the end of the Association's fiscal year and shall be made available upon request to the Members within thirty days after its completion.

Section 3.17. Conflict. Pursuant to A.R.S. § 33-1811, if any contract, decision or other action for compensation taken by or on behalf of the Board of Directors would benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting of the Board before the Board discusses or takes action on that issue and that member may then vote on that issue. Any contract entered into in violation of A.R.S. § 33-1811 is void and unenforceable.

Section 3.18. Managing Agent. The Board may employ for the Association and the Community a "Managing Agent" at a compensation established by the Board. The Managing Agent shall perform such duties and services as the Board shall authorize. The Board may delegate to the Managing Agent all of the powers granted to the Board or the officers of the Association by the Project Documents other than the power: (i) to adopt the annual budget, any amendment thereto or to levy Assessments; (ii) to adopt, repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association; and (v) to acquire real property. So long as Declarant owns any interest in a Living Unit, any change in the Managing Agent must be approved in writing by Declarant.

ARTICLE IV

OFFICERS AND THEIR DUTIES

Section 4.01. Enumeration of Officers. The principal officers of the Association will be the President, the Vice President, the Secretary, and the Treasurer, all of whom will be elected by the Board. The President must be a member of the Board. Any other officers may, but need not, be members of the Board.

Section 4.02. Election of Officers. The election of officers will take place at the first meeting of the Board following each annual meeting of the Members. The following persons will serve as the officers of the Association until their successors are qualified and elected:

Scott Abel	President
Ed DePinto	Vice President
Roger Zetah	Secretary/Treasurer

Section 4.03. Officer Term. The officers of the Association will be elected annually by majority vote of the Board, and each officer will hold office for one year unless he/she sooner resigns, is removed, or is otherwise disqualified to serve.

Section 4.04. Special Appointments. The Board may elect any other officers as the affairs of the Association may require, each of whom will hold office for the period, have the authority, and perform the duties as the Board may determine from time to time.

Section 4.05. Resignation and Removal of Officers. 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. Any officer resignation will take effect on the date of receipt of the resignation notice or at any later time specified in the notice, and, unless otherwise specified in the resignation notice, the acceptance of the resignation will not be necessary to make it effective. If a resignation is effective at a later date, the Board may fill the vacancy before the effective date of the resignation so long as the successor does not take office until the effective date of the resignation.

Section 4.06. Vacancies in Offices. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy will serve for the remainder of the term of the officer replaced.

Section 4.07. 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 4.04 of these Bylaws.

Section 4.08. Powers and Duties of Officers. In addition to the execution of any affidavit of notice of the type described in A.R.S. § 33-1804.C. and the preparation and delivery of any disclosure statement required under A.R.S. § 33-1806 or A.R.S. § 33-1807.I., where and when delegated to the officers by the Board, the powers and duties of the officers are as follows:

(a) **President.** The President will preside at all meetings of the Board or the Members, ensure that orders and resolutions of the Board are carried into effect, and, at the direction of the Board, engage in the general and active management of the business of the Association;

(b) **Vice President.** The Vice President will act in the place and stead of the President in the event of his absence, inability, or refusal to act, and will exercise and discharge other duties as may be required of him by the Board;

(c) **Secretary.** The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal, if any, of the Association; 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 all other duties as required by the Board; and

(d) **Treasurer.** The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse all funds as directed by resolution of the Board; keep proper books of account; and prepare an annual budget and a statement of income and expenditures of the Association; and, in general, perform all the duties incident to the office of Treasurer or as required by the Board.

ARTICLE V

INDEMNIFICATION

Section 5.01. Indemnification. The Association has the power and authority to indemnify any past or present Member, officer, committee member, Director, incorporator, employee, servant, or agent of the Association to the fullest extent permitted by A.R.S. § 10-3202.B.2., § 10-3302.14, and §§ 10-3850 *et seq.*, as these statutes (or any predecessor statutes) may be amended from time to time or interpreted by applicable case law. This power of indemnification extends to third party actions and derivative actions, and includes indemnification for attorney fees, court cost, and other related expenses in addition to indemnification for judgment amounts.

Section 5.02. Procedure. The circumstances and procedures for effecting an indemnification by the Association will be governed by A.R.S. §§ 10-3850 *et seq.*, as this statute (or any predecessor statute) may be amended from time to time or interpreted by applicable case law.

Section 5.03. Scope of Article. The indemnification provided by this Article V is not exclusive of any other rights to which those indemnified may be entitled under any agreement approved by the Members or a majority of the disinterested Directors or otherwise, both as to an action in the person's official capacity and as to an action in another capacity while holding the office.

Section 5.04. Limitation of Liability for Certain Acts. So long as he/she has acted or has failed to act in good faith on the basis of information actually possessed, neither the Architectural Committee nor any member of the Architectural Committee nor the Board nor any

member of the Board nor any committee nor any member of any committee nor any incorporator, officer, agent, employee, or servant of the Association will be liable to the Association, any Owner, or to any other party for any damage, loss, or prejudice suffered or claimed arising out of: (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any portion of the Community; (iv) the execution and filing of any estoppel certificate, whether or not the facts in the estoppel certificate are correct; (v) any act or failure to act with respect to any matter involving the Project Documents; (vi) the failure to provide a statement or an accurate statement of the matters required under A.R.S. § 33-1806 or § 33-1807; (vii) the failure to approve any plans, drawings, and specifications; and (viii) the performance of any other function of the Board, the Architectural Committee, any committee, or any incorporator, officer, agent, employee or servant of the Association.

ARTICLE VI

ASSESSMENTS AND BUDGETING

Section 6.01. Budgeting and Allocating Expenses.

(a) **General Description.** Each Owner must potentially pay Assessments as described in the Project Documents, including Annual Assessments, Special Assessments, and Other Assessments.

(b) **Annual Assessments.** Except as otherwise indicated in the Declaration, Annual Assessments are determined and levied by the Board and are not subject to individual approval by each Owner.

(c) **Special and Other Assessments.** Special Assessments and Other Assessments by their nature are not capable of being budgeted in advance.

(d) **Budgeting.** The Board shall provide budgets for the assessments of the type described in Section 6.01(b) above of these Bylaws. The Board will endeavor to provide its budgets to all Members at least 30 days before the commencement of the next fiscal year.

(e) **Prior Budget.** If the Board fails for any reason to determine the budget for any year, then until the time that a budget is determined, the budget in effect for the immediately preceding year will continue for the current year.

(f) **Budget Revisions.** Except as otherwise indicated in the Declaration, the Board may revise its budgets from time to time during the year. No budget revision, however, can result in an increase to the Annual Assessments charged to the Members unless and until at least 30 days advance notice is given as to the approved increase.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Committee Composition. Declarant initially will appoint an Architectural Committee consisting of three persons. These initial members of the Architectural Committee will hold office during the period of Declarant Control. After the period of Declarant Control, the members of the Architectural Committee will be appointed by the Board. If an Architectural Committee has not been appointed by the Declarant or the Board, the Board will serve as the Architectural Committee, but the Board will not be subject to the notice and open meeting rules specified in these Bylaws when the Board acts as the Architectural Committee. No member of the Architectural Committee is required to be an architect or to meet any other particular qualifications. Members of the Architectural Committee need not be, but may be, a member of the Board, an officer of the Association, or a Member. The Board may increase the number of persons on the Architectural Committee, but the number of persons must always be an odd number.

Section 7.02. Terms of Office. Except for the term of the initial Architectural Committee, which will serve during the period of Declarant Control, and except in those instances where the Board serves as the Architectural Committee, the term of office for members of the Architectural Committee is a period of one year, but all members will remain in office until the appointment of a successor (even if after one year). Any new member appointed to replace a member who has resigned or been removed will serve the member's unexpired term. Any members who have resigned, been removed, or whose terms have expired may be re-appointed.

Section 7.03. Appointment and Removal. Except during the period of Declarant Control, when the right to appoint and remove all members of the Architectural Committee is vested solely with the Declarant, the right to appoint and remove all members of the Architectural Committee at any time, is vested solely in the Board; however, no member may be removed from the Architectural Committee by the Board except by the vote or written consent of more than 50% of the entire Board.

Section 7.04. Resignations. Any member of the Architectural Committee may resign at any time upon written notice to the Board.

Section 7.05. Vacancies. Vacancies on the Architectural Committee, however caused, will be filled by the Board, except during the period of Declarant Control when they will be filled by the Declarant. A vacancy or vacancies on the Architectural Committee will be deemed to exist in case of the death, resignation, or removal of any member.

Section 7.06. Duties. The Architectural Committee will consider and act upon any and all proposals or plans submitted to it pursuant to the terms of the Declaration, and perform other duties delegated to it by the Board.

Section 7.07. Meetings and Compensation. The Architectural Committee will meet from time to time as necessary to perform its duties. The vote or written consent of a majority of

the members of the Architectural Committee, at a meeting or otherwise, constitutes the act of the Architectural Committee unless the unanimous decision of the Architectural Committee is required by any provision of the Declaration. The Architectural Committee will keep and maintain a written record of all actions taken by it at the meeting or otherwise. Members of the Architectural Committee are not entitled to compensation for their services. Meetings of the Architectural Committee are not subject to the open meeting requirements of Section 1.09 of these Bylaws or A.R.S. § 33-1804 even if the Board is acting as the Architectural Committee as authorized under Section 7.01 of these Bylaws.

ARTICLE VIII

ALTERNATIVE DISPUTE RESOLUTION

Section 8.01. Mandatory Alternative Dispute Resolution Procedures. All Covered Claims must be resolved using the following notice, negotiation, mediation, and arbitration procedures:

(a) **Notice.** Any Bound ADR Party having a Covered Claim (each a “**Claimant**”) against any one or more Bound ADR Party (each a “**Respondent**”) must notify each Respondent in writing of the Covered Claim (the “**Covered Claim Notice**”), stating plainly and concisely:

(i) The nature of the claim, including date, time, location, persons involved, and Respondent’s role in the Covered Claim;

(ii) The basis of the Covered Claim (i.e., the provisions of the Project Documents or other authority out of which the Covered Claim arises);

(iii) The resolution or relief sought by Claimant against Respondent; and

(iv) The agreement of Claimant to meet personally with Respondent at a mutually agreeable time and place to discuss ways to resolve the Covered Claim.

If the Respondent to the Covered Claim includes the Declarant, its affiliates, or any officers, directors, incorporators, members, contractors, subcontractors, or employees of Declarant or its affiliates, Declarant will be given the right for a period of no less than 30 days after receipt of the Covered Claim Notice to enter the Project during normal business hours after reasonable notice and inspect, test, and, perhaps, repair the alleged violation or defect or take any other action that may be reasonable under the circumstances, all in the sole discretion of Declarant. This right to inspect, test, and repair (if elected) is irrevocable, is not an obligation, and may not be waived or otherwise terminated except by a written instrument signed by Declarant.

(b) ***Negotiation.***

(i) Each Claimant and Respondent (collectively, the “**Claim Parties**” and, singularly, a “**Claim Party**”) must make reasonable efforts to meet personally and agree to confer for the purpose of resolving the Covered Claim by good faith and confidential negotiations.

(ii) Upon receipt of a written request from any of the Claim Parties, accompanied by a copy of the Covered Claim Notice, the Board may appoint a representative to assist the Claim Parties in resolving the dispute by negotiation if, in its discretion, the Board believes its efforts will be beneficial to the Claim Parties or to the welfare of the Community.

(iii) Each Claim Party will bear its own costs incurred during the negotiation procedures.

(c) ***Mediation.***

(i) If the Claim Parties do not resolve the Covered Claim through negotiation within 30 days of the date of the Covered Claim Notice (or within any other longer period of time that may be agreed upon by the Claim Parties), the negotiations will be considered terminated (“**Termination of Negotiations**”), and Claimant will have 30 additional days within which to submit the Covered Claim to mediation by an independent mediation service designated by the Association or, in the absence of a mediation service designated by the Association or in the case of a reasonable objection by Claimant or Respondent, any dispute resolution center or other independent agency providing similar services in the Maricopa County, Arizona area upon which the Claim Parties may mutually agree.

(ii) If Claimant does not submit the Covered Claim to mediation within 30 days after Termination of Negotiations, Claimant will be deemed to have waived the Covered Claim, and Respondent will be released and discharged from any and all liability to Claimant arising out of the Covered Claim; however, Claimant’s failure to submit the Covered Claim for mediation will not release or discharge Respondent from any liability to any person that is not a Claim Party to the foregoing proceedings.

(iii) Within 20 days of the selection of the mediator, each of the Claim Parties will submit to the mediator and each other a brief memorandum setting forth its position with regard to the issues to be resolved. The mediator will have the right to schedule a pre-mediation conference, and all Claim Parties must attend unless otherwise agreed by the mediator. The mediation will commence within 10 days following submittal of the memoranda to the mediator and will conclude within 15 days from the commencement of the mediation unless the Claim Parties mutually agree to extend the mediation period. The mediation will be held in Maricopa County, Arizona or any other place that is mutually acceptable to the Claim Parties.

(iv) The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Covered Claim. The mediator is authorized to conduct joint and separate meetings with the Claim Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator also may obtain expert advice concerning technical aspects of the dispute, so long as the Claim Parties agree to obtain and assume the expenses of obtaining the expert advice. The mediator does not have the authority to impose a settlement. Persons other than the parties to the mediation and their counsel and the mediator may attend mediation sessions only with the permission of all of the parties and the mediator. No record or recording of the mediation process will be kept.

(v) The expenses of witnesses will be paid by the Claim Party producing the witnesses during the mediation. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the cost of any expert advice produced at the direct request of the mediator, will be borne equally by the Claim Parties unless the Claim Parties agree otherwise. When the mediator so requests, the costs charged by the mediator may be required to be paid in advance of the mediation, and the Claim Parties' willingness and ability to pay the costs of mediation will be a condition to the continued prosecution or defense of the Covered Claim. Each Claim Party will bear their own attorney fees and costs in connection with the mediation.

(vi) If the Claim Parties do not settle the Covered Claim within 30 days following submittal of the memoranda to the mediator, or within any longer period of time as determined reasonable or appropriate by the mediator and the Claim Parties, the mediator will issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice must set forth when and where the Claim Parties met, the nature of the Claim Parties' impasse, and the date that the mediation was terminated. At the option of the Claim Parties, the Termination of Mediation notice may establish, as to matters or items that have been agreed to by the Claim Parties, any undisputed factual findings or agreed resolutions.

(vii) Within five days of the mediator's issuance of the Termination of Mediation, each of the Claim Parties must make a written offer of settlement in a final effort to resolve the Covered Claim. The Claimant will make a final written settlement demand ("**Settlement Demand**") to the Respondent, and the Respondent will make a final written settlement offer ("**Settlement Offer**") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Covered Claim Notice will constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a "zero", "take nothing", or "do nothing" Settlement Offer.

(viii) All mediation discussions are privileged and confidential in the same manner as described in A.R.S. § 12-2238. Any admissions, offers of

compromise, or settlement negotiations or communications will be excluded from all subsequent dispute resolution forums.

(d) ***Final and Binding Arbitration.*** If the Claim Parties do not agree in writing to accept either the Settlement Demand or the Settlement Offer or otherwise fail to resolve the Covered Claim within 15 days of the Termination of Mediation, the Claimant will have a period of 45 days from the date of Termination of Mediation within which to submit the Covered Claim to binding arbitration in accordance with the Arbitration Rules described in the Bylaws. If the Claimant fails to submit on a timely basis the Covered Claim to arbitration, the Covered Claim will be deemed waived, and Respondent will be released and discharged from any and all liability to Claimant arising out of the Covered Claim; however, Claimant's failure to submit the Covered Claim for arbitration will not release or discharge Respondent from any liability to any person that is not a Claim Party to the foregoing proceedings. Except as provided below, an arbitration award issued by an arbitration panel (the "**Arbitration Award**") will be final, binding, and unappealable, and a judgment may be entered upon the Arbitration Award in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Arizona.

(e) ***Limited Right of Appeal.*** An Arbitration Award may be: (i) vacated by a court (or a court may decline to confirm an award and enter judgment on the award) only in those cases described in A.R.S. § 12-1512.A.1 through A.4; or (ii) modified or corrected by a court only in those cases described in A.R.S. § 12-1513.A.

(f) ***Limitation on Arbitration Award.*** The arbitration panel for a Covered Claim will have no power to grant any relief that cannot be granted by a court, and any monetary award made by the arbitrator will be for actual and compensatory damages only and not exemplary, punitive, or consequential damages

Section 8.02. Other Rules Applicable to Arbitration.

(a) ***Arbitration Rules.*** Covered Claims will be subject to the following rules regarding the arbitration of disputes (collectively referred to as the "**Arbitration Rules**"). The arbitration will be conducted in Maricopa County, Arizona in accordance with the procedures established in the Project Documents and, to the extent not inconsistent with the Project Documents, the Commercial Rules of Arbitration of the American Arbitration Association as then in effect ("**AAA Rules**"). To the extent the AAA Rules are inconsistent with the Project Documents, the Project Documents will govern and apply.

(b) ***Arbitration Panel Size.*** Covered Claims where the amount in controversy involves monetary relief or damages of less than \$25,000 will be handled by an arbitration panel consisting of a single arbitrator serving at the designation of the Claim Parties. All other arbitration proceedings for Covered Claims must be heard by an arbitration panel consisting of three arbitrators selected by the Claim Parties. No potential arbitrator may serve on the panel unless he or she has agreed in writing to abide and be bound by these procedures. If the Claim Parties are unable to agree on an arbitration panel, one will be designated by the American Arbitration Association.

(c) ***Applicability of Arbitration Rules.*** Any issue concerning the applicability, interpretation, or enforceability of these Arbitration Rules, including any contention that all or part of these Arbitration Rules are invalid or unenforceable, will be governed by A.R.S. §§ 12-1501 *et seq.*

(d) ***Consolidation of Arbitration.*** Any Claim Party may petition a court of competent jurisdiction to consolidate separate arbitration proceedings, and a court may order consolidation of the separate arbitration proceedings when: (i) separate arbitration agreements or proceedings exist between the same parties or one party is a party to a separate arbitration agreement or proceeding with a third party; (ii) the disputes arise from the same transaction or series of related transactions; and (iii) there is a common issue or issues of law or fact creating the possibility of inconsistent rulings by more than one arbitrator or panel of arbitrators.

(e) ***Joinder.*** If a Claim Party is also a party to a pending court action or special proceeding with a third party arising out of the same transaction or a series of related transactions, the applicable Claim Party may petition a court of competent jurisdiction to either: (i) refuse to enforce this arbitration agreement and order intervention or joinder of all the parties in a single action or special proceeding; (ii) order intervention or joinder as to all or only certain issues; (iii) order arbitration among the parties who have agreed to arbitrate and stay the pending court action or special proceeding pending the outcome of the arbitration proceeding; or (iv) stay the arbitration proceeding pending the outcome of the court action or special proceeding.

(f) ***Discovery.*** If the dispute involves an amount that exceeds \$25,000, the arbitrators will permit limited discovery, including preparation of expert witness reports, deposition of key or expert witnesses, and production of material documents that are related to the dispute or that may be used as evidence during the arbitration action, and the arbitrators also will require the exchange of witness lists, hearing exhibits, and a detailed framing of issues. For disputes involving amounts less than \$25,000, no discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitration panel upon a showing of substantial need by a party seeking discovery.

(g) ***Confidentiality.*** All aspects of the arbitration will be treated as confidential, and neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except to the extent necessary to comply with legal or regulatory requirements, to comply with the disclosure requirements of the Project Documents, or to enforce an arbitration award.

(h) ***Commencement and Timing of Proceeding.*** The arbitration panel must promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and must conduct the proceeding without undue delay.

(i) ***Pre-hearing Conferences.*** The arbitration panel may require one or more pre-hearing conferences.

(j) **Motions.** The arbitration panel will have the power to hear and dispose of all legal and procedural motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except that the arbitration panel also will have the power to adjudicate summarily all issues of fact and law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

Section 8.03. Allocation of Costs of Resolving Claims.

(a) **Costs for Arbitration.** Each Claim Party will bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation and will share equally in the costs of conducting the arbitration proceeding (collectively, “**Post Mediation Costs**”), except as otherwise provided below. If, and to the extent required, each Claim Party will pay their respective share of the costs in advance of the arbitration as a condition to their continuation of the prosecution or defense of the Covered Claim.

(b) **Association Advance.** If any Owner that is a Claim Party refuses to pay in advance the cost of mediation or arbitration in any Covered Claim involving the Association, the Association may advance the cost and the amount so advanced will be deemed to be an assessment against the applicable Owner and the Owner’s Living Unit.

(c) **Award of Costs.** If the arbitration panel enters any Arbitration Award that is equal to or more favorable to Claimant than Claimant’s Settlement Demand, Claimant’s Post Mediation Costs will be added to the Arbitration Award, and all Post Mediation Costs will be borne equally by all Respondents. If the arbitration panel enters any Arbitration Award that is equal to or less favorable to Claimant than Respondent’s Settlement Offer to that Claimant, Respondent’s Post Mediation Costs will be subtracted from the Arbitration Award, and all Post Mediation Costs will be borne equally by all Claimants. The arbitration panel will be the sole judge as to whether or not the Arbitration Award is more or less favorable than the Settlement Demand or Settlement Offer, as applicable.

Section 8.04. Statute of Limitations. Nothing in these dispute resolution procedures will toll, stay, reduce, or extend any applicable statutes of limitations.

Section 8.05. Conflict of Interest. No person may serve as a mediator or on any arbitration panel on any Covered Claim in which the person has a financial or personal interest in the result of the mediation or arbitration, unless all Claim Parties otherwise consent in writing. Prior to accepting appointment, the prospective mediator or arbitrator must disclose all circumstances likely to create a presumption of bias or to prevent prompt commencement and resolution of the mediation or arbitration process as described in the Project Documents.

The undersigned certifies that the foregoing Bylaws were duly adopted by the Board of Directors of the Association as of July 8, 2005.

Scott Abel
Scott Abel
President

Attest:

Roger Zetah
Roger Zetah
Secretary