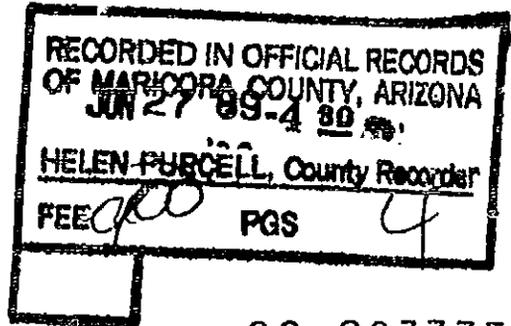


WHEN RECORDED, RETURN TO: NOTICE (N)

DONALD E. DYEKMAN
O'Connor, Cavanagh, et al.
One E. Camelback
Suite 1100
Phoenix, Arizona 85012-1656



NOTICE OF ADOPTION
OF
RULES AND REGULATIONS

89 29.3335

Notice is hereby given that the Board of Directors of Fountain of the Sun Condominiums Association, an Arizona nonprofit corporation, has adopted the Rules and Regulations attached hereto as Exhibit A for the purpose of establishing the necessary policies and procedures to demonstrate that the real property described on Exhibit B attached hereto is intended and operated for occupancy by persons 55 years of age or older. The Rules and Regulations constitute restrictions on the occupancy of the real property described on Exhibit B attached to this Notice.

Dated this 12th day of June, 1989.

FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION, an Arizona nonprofit corporation

By: June I. Berry
Its: President

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of June, 1989, by June I. Berry, the President of FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION, an Arizona nonprofit corporation.

Juan M. Clift
Notary Public

My Commission Expires:
My Commission Exp. 11/3/1990

EXHIBIT A

RULES AND REGULATIONS

89 293335

OF

FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION

The Fair Housing Amendment Act of 1988 (the "Act") prohibits discrimination against persons based upon familial status, which is generally defined in the Act as persons residing with children under 18 years of age. The Act, however, contains an exemption for housing intended and operated for occupancy by at least one person 55 years of age or older per unit (the "55 or Over Housing Exemption").

The Board of Directors of the Fountain of the Sun Condominiums Association is adopting these rules and regulations for the purpose of establishing the policies and procedures necessary for the condominium projects and horizontal property regimes under the jurisdiction of the Association (collectively, the "Project") to meet the requirements for the 55 or Over Housing Exemption. The Board of Directors is authorized to adopt such policies and procedures which may be necessary from time to time in order for the Project to meet all the requirements for the 55 or Over Housing Exemption.

At least one occupant of each condominium unit in the Project must be 55 years of age or older; provided, however, that (i) this rule shall not apply to condominium units occupied by persons who first occupied the condominium unit prior to September 13, 1988, and (ii) if an occupant who is 55 years of age or older dies, the remaining occupants of the condominium unit may continue to occupy the condominium unit even though none of such persons are 55 years of age or older. No person under 18 years of age shall occupy or reside in a condominium unit for more than 90 days during any twelve month period.

The Board of Directors shall periodically conduct such surveys or collect such information as is necessary in order to determine the number of condominium units in the Project which are occupied by at least one person 55 years of age or older. Each Member shall, within ten (10) days after being requested to do so by the Board of Directors, furnish to the Association a statement signed by the Member certifying that at least one occupant of the condominium unit owned by such Member is 55 years of age or older. If requested to do so by the Board of Directors, such Member shall furnish to the Association such documentary evidence as may be requested by the Association to verify the accuracy of the statements set forth in the certification submitted by such Member.

In addition, the Board of Directors shall maintain a list of all facilities and services designed to meet the physical or social needs of older persons which are maintained or available in the Project.

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CERTIFICATION

The undersigned, being the duly elected Secretary of the Fountain of the Sun Condominiums Association, an Arizona corporation, hereby certifies that the foregoing rules and regulations were adopted by the Board of Directors of the Association at a meeting of the Board of Directors duly noticed and held on 2 MARCH, 1989.

Dated this 2 day of MARCH, 1989.


Secretary

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 2 day of March, 1989, by Geraldine McAdams the Secretary of Fountain of the Sun Condominiums Association, an Arizona corporation, on behalf of the corporation.


Notary Public

My Commission Expires:
My Commission Expires
Oct. 16, 1992

EXHIBIT B

89 293335

Parcel 8, Phase 1

Fountain of the Sun Condominiums Unit I according to the plat recorded in Book 153, page 33, records of Maricopa County, Arizona.

Parcel 8, Phase 2

Fountain of the Sun Condominiums Unit II, according to the plat recorded in Book 157, page 45, records of Maricopa County, Arizona.

Parcel 8, Phase 3

Units 101 through 124, inclusive, Fountain of the Sun Parcel 8 Condominiums, according to the plat recorded in Book 275, page 31, records of Maricopa County, Arizona.

When recorded return to:
Transamerica Title Insurance Company
114 W. Adams
Phoenix, Arizona

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STATE OF ARIZONA }
County of Maricopa } ss

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02-R MISC.

I hereby certify that the within instrument was filed and recorded at request of
TRANSAMERICA TITLE INSURANCE COMPANY

THIS DECLARATION made as of this 11 day of January, 1973 by TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee, an Arizona corporation (hereinafter called the "Trustee") and UNIVERSAL DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter called the "Developer"), the sole beneficiary under the trust, and under the trust agreement, whereunder Trustee has received and accepted legal title to the real property hereinafter described.

JAN 11 1973-12 46
In Docket 9935
on page

Witness my hand and official seal this day and year aforesaid:
John A. Marston

County Recorder

By Jean Johnson
Deputy Recorder

See map file 23 50

WITNESSETH:

The Trustee and Developer hereby declare as follows:

1. PURPOSE.

The purpose of this Declaration is to submit the real property described in this instrument and the buildings and other improvements hereinafter described to be constructed thereon to the horizontal property regime as authorized and provided for in Chapter 4.1 of Article 33 of Arizona Revised Statutes of 1956, as amended (hereinafter called the "Act"), in the manner and for the uses hereinafter set forth; the Trustee (with the consent of Developer) does hereby so submit said real property and Developer agrees to and shall be bound by the provisions hereof.

2. NAME AND ADDRESS.

The name by which this horizontal property regime is to be identified is FOUNTAIN OF THE SUN CONDOMINIUMS, UNIT II, according to the plat recorded in Book 157, page 45.

3. PROPERTY.

The real property (hereinafter called the "Property") which by this instrument is submitted to a horizontal property regime form of ownership is located in Maricopa County, Arizona, and more particularly described as:

That certain real property situated in Maricopa County, Arizona, described as follows:

COMMENCING for a tie at the NW corner, Lot 1392, FOUNTAIN OF THE SUN-PARCEL 8 as recorded in Book of Maps 148, page 20, Maricopa County Recorder, thence S55°41'06" E, 372.74 feet, thence S4°21'21"W, 199.93 feet, thence N82°34'07"W, 255.02 feet to the P.C. of a curve to the left having a radius of 1123.59 feet, a central angle of 3°29'02", a tangent of 34.17 feet, an arc length of 68.32 feet to the P.T. of said curve, thence N4°21'21" E, 370.26 feet to the point of beginning.

EXCEPT the following: COMMENCING for a tie at the SE corner of the property described above, said corner being the SW corner of FOUNTAIN OF THE SUN CONDOMINIUM, UNIT 1, Book 153, page 33, Maricopa County Recorder; thence N82°34'07"W, 171.31 feet; thence N4°21'21"E, 93.52 feet to the point of beginning; thence S85°38'39"E, 86.39 feet; thence N4°21'21"E, 23.69 feet; thence N85°38'39"W, 140.43 feet; thence S4°21'21"W, 23.69 feet; thence S85°38'39"E, 54.04 feet to the point of beginning.

RESERVING to the Developer, its successors and assigns, an easement for ingress and egress to the above excepted property over the following described property: COMMENCING for a tie at the South-west corner of FOUNTAIN OF THE SUN CONDOMINIUMS - UNIT 1, Book 153 of Maps, page 33, Maricopa County Recorder; thence N82°34'07"W, 171.31 feet to the Point of Beginning; thence N4°21'21"E, 93.52 feet; THENCE N85°38'39"W, 9.59 feet; thence S4°21'21"W, 93.00 feet; thence S82°34'07"E, 9.61 feet to the Point of Beginning.

4. DEFINITIONS.

The terms used in this Declaration and in its Exhibits, and in all amendments thereto, shall have those definitions given such terms by the Act, if defined thereby, and otherwise the following definitions:

4.1. Apartment Owner means co-owner as defined by the Act.

4.2. Assessment means the amount required by the Association to be paid by apartment owners to the Association to allow the Association to maintain common elements and generally discharge the duties imposed upon it by law and by this Declaration.

4.3. Association means FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION, an Arizona non-profit corporation, its successors and assigns, which shall discharge the functions of the council of co-owners as contemplated by the Act, this Declaration and its Articles and Bylaws.

4.4. Common Elements means general common elements as defined by the Act.

4.5. Common Expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartments to be maintained by the Association.

(b) Expenses declared common expenses by provisions of this Declaration or the Bylaws of the Association, and all expenses of the Association in discharging any duties imposed upon it by law, this Declaration or its Articles or Bylaws.

(c) Any valid charge against the condominium property as a whole.

(d) Payments or contributions made to third par-

ties for services and construction and maintenance of improvements and facilities available to or for the benefit of the members of the Association, whether or not pertaining to the Common Elements or Condominium Property.

4.6. Common Surplus means the excess of all receipts of the Association over the common expenses.

4.7. Condominium means the horizontal property regime form of ownership of property above referred to under which units of improvements are subject to ownership by different owners; and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.8. Condominium Property means and includes land of the condominium, all improvements thereon, the common elements, and all easements and rights appurtenant thereto.

4.9. Institutional Mortgage means a mortgage held by a bank, savings and loan association insurance company, or union pension fund, or an agency of the United States Government.

4.10. Singular, Plural Gender. Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders. The plural of any defined term shall have the pluralized definition given the singular of such term herein.

5. DEVELOPMENT PLAN.

The condominium is described and established as follows:

5.1. Survey. Attached hereto as Exhibit "A" is a special plat and drawing prepared by Ellis, Murphy, Holgate & Johnson, Consulting Engineers, and bearing the certification of Robert Andrew Murphy, Registered Professional Engineer (Civil), showing the Condominium Property, each of the apartment buildings referred to in Section 5.6 hereof (each such building being designated by Roman numeral), each apartment within the buildings (each apartment being separately numbered by an encircled Arabic numeral), the plane dimensions of each apartment and a schedule of floor and ceiling elevations for all apartments from which dimensions and schedule the cubic content of each apartment may be precisely determined. Sheet 2 of attached Exhibit "A" depicts the floor plans of each type of apartment by type (type A, B, C, D, E); the type of each numbered apartment is set forth in the schedule on Sheet 1.

5.2. Amendment of Plans.

(a) Alterations of Apartment Plans. There is hereby reserved to Developer the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments so altered. No such change will increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Article 17 hereof. If Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment of

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this Declaration; and if more than one apartment is concerned, Developer will apportion between the apartments the shares in the common elements appurtenant to the apartments concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by Developer and Trustee and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

5.3. The power to grant easements is hereby reserved by the Association through such portions of the common elements as the Association may from time to time designate and grant by written instrument of record; easements are hereby reserved through each apartment across that space actually used for electrical wiring, gas, water and sewer lines as originally constructed and all space reasonably necessary for maintenance and repair of such wiring and lines.

5.4. There is hereby reserved to the Developer the right to grant to any public utility an easement or easements upon, across, over and under any portion of the property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines, systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems. Any such grant by Developer shall create the same right, title and interest as an easement duly granted by all parties holding any right, title or interest in any part of the property as of the date of such grant. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, in and under the roof and exterior walls of any apartment building. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said property except as initially programmed and approved by the Developer of said property or thereafter approved by the Developer or the Association's Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

5.5. The common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, so long as such may stand, shall and does exist. In the event an apartment building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the adjacent apartment units or common elements due to construction shall be permitted and a valid easement for said encroachment and the maintenance thereof shall exist.

5.6. If any portion of the common area encroaches upon any of the apartment buildings, an easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event an apartment building is partially

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or totally destroyed, and then rebuilt, minor encroachments of parts of the common area due to construction shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist. Common area is and shall always be subject to easements for minor encroachments thereon of the apartment buildings, and to a non-exclusive easement for support and for ingress over and upon all of the sidewalks and driveways located within the common areas.

5.7. Improvements - General Description.

(a) Apartment Building. The condominium includes apartment buildings which consist of a first and second floor and contain apartments and common elements.

(b) Other Improvements include, but are not limited to, landscaping, parking areas and private roads, all of which are part of the common elements.

5.8. Apartment Boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the apartments will be the following boundaries, extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - The horizontal plane of the upper surfaces of the finishing materials of the ceiling of the highest story not beneath any other portion of the Apartment;

(2) Lower Boundary (all apartments) - The horizontal plane of the upper surface of the floor slab.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartments will be the following boundaries, extended to an intersection with the upper and lower boundaries:

The vertical planes of the exterior surface of the finishing materials of the walls bounding an apartment extended to the points of joinder with other perimetrical boundaries, except that as to walls common to two apartments, the boundaries of each apartment shall be the center of such wall.

6. OWNERSHIP OF COMMON ELEMENTS.

Each apartment Owner shall also own, as appurtenant to such apartment, an undivided interest in the Common Elements; the percentage of such undivided interest appurtenant to the respective apartments (by type as reflected in Exhibit "A") shall be as follows:

	Apartment Type (Square Footage)	Percentage (Total Square Footage 41,530)
A	821	1.9769%
B	998	2.1864
C	1038	2.4994
D	1026	2.6391
E	1470	3.5396

Common elements will be subject to the dominion and control of the Association and available to serve each apartment and the apartment owners. The Association shall have no right or power to deprive any apartment owner, any resident of an apartment permitted hereunder or any guest or invitee of any such owner or resident of the reasonable use of the common elements for ingress and egress and normal utilities services to an apartment and such parking and recreational uses as shall not be prohibited by reasonable rules and regulations which the Association may from time to time adopt. Anything purporting to restrict or prohibit such reasonable use, whether by amendment hereto, contract or conveyance, shall be null and void.

7. COMMON EXPENSES.

The common expenses of the Condominium will be shares by the apartment owners proportionately, according to the percentage share of common elements appurtenant to each apartment.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, will be as follows:

8.1. Apartments.

(a) By the Association. The Association, or its duly delegated representatives, will maintain, repair and replace all portions of the apartment buildings contributing to the support of such buildings and all common elements, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are not situated within an apartment, except that abnormal wear or damage negligently or intentionally caused by any apartment owner, members of his family or his or their guests, employees, agents or lessees shall be repaired by the Association at the expense of such apartment owner; the cost of such maintenance or repairs may be added to and become a part of the assessment to which such apartment is subject. All incidental damage caused to apartments by such work will be promptly repaired by the Association, at the expense of the party responsible for the expense of such work.

(b) By the Apartment Owners. The apartment owner shall, at his expense, maintain, repair and replace all portions of apartments and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association, and shall promptly report to the Association any defect or need for repairs for which the Association is responsible. All fixtures and equipment installed within an apartment, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the interior walls of an apartment, shall be maintained and kept in repair by the owner thereof. Terminate control shall be the responsibility of the apartment owner. An apartment owner shall not do any act nor allow any work that will impair the structural soundness or integrity of the apartment building or impair any

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easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other apartments or their owners.

No apartment owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements or make any structural change in the building without the prior written approval of the Association.

(c) Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacement, as aforesaid, will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

(d) Alteration and Improvement. Except as elsewhere reserved to Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of apartments in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Arizona will be filed with said Board of Directors of the Association prior to the start of such work.

8.2. Common Elements.

(a) By the Association. The maintenance, repair, replacement and operation of the common elements will be the responsibility of the Association and a common expense. Nothing herein shall be deemed to prevent the Association from discharging any part of such responsibility by the application of any insurance proceeds directly or indirectly to defray the expense thereof.

(b) Alteration and Improvement. Except as herein reserved to the Developer, there will be no alterations or additions to the common elements without prior approval in writing by the record owners of all of the apartments; provided, however, that any alteration or addition to the common elements having the approval in writing of the record owners of at least 75% of the common elements and which does not interfere with the rights of any non-consenting owners in the use of his apartment without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or addition. The share of any cost of such alteration or addition not so assessed will be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or addition.

9. ASSESSMENTS.

The making and collection of assessments against apartment owners for common expenses will be pursuant to the Bylaws of the Association, subject to the following provisions:

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9.1. Share of Common Expense. Each apartment owner will be liable and assessed for a proportionate share of the common expenses as provided for in Article 7 of this Declaration.

9.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten days after date when due, will not bear interest; but all such sums not paid on or before ten days after the date when due will bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due.

9.3. Lien for Assessments. The Association will have a lien upon each apartment and upon all tangible personal property located within each apartment for any unpaid assessments, together with interest, except that such liens will be subordinate to all other bona fide liens recorded in the public records of Maricopa County, Arizona, prior to the recording therein of notices or claims of liens for such unpaid assessments. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or to the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien will be payable by the apartment owner to the Association and secured by such liens.

9.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and it may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner remaining in possession will be required to pay a reasonable rental for the apartment from the date of the judgment in foreclosure until expiration of the redemption period. Such foreclosures may be conducted in the manner prescribed by law for the foreclosure of mortgages and the periods and procedures for redemption after mortgage foreclosure under applicable law shall likewise apply, and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

9.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where the mortgagee of an institutional mortgage of record acquires title to an apartment as a result of the foreclosure of said mortgage, or whether others acquire title as a result of such foreclosure, or where a mortgagee accepts a deed to an apartment in lieu of foreclosure of an institutional mortgage, or where the developer under the Long Term Lease acquires title to an apartment as a result of the foreclosure of the liens under said lease, or where others acquire title as a result of such

foreclosure, or where the Developer accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectible from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

All other persons acquiring an interest in an apartment, including without limitation persons acquiring title by operation of law, will not be entitled to occupancy of the apartment or enjoyment of the common elements, until such time as all unpaid assessments due and owing by the former owner have been paid.

As used herein, the term mortgage shall include deed of trust and the term mortgagee shall include the beneficiary under a deed of trust.

9.6. Assignment of Claim and Lien Rights. The Association, acting through the Board of Directors, will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

10. ASSOCIATION.

The operation of the condominium will be by the Association, which will fulfill its functions pursuant to the following provisions:

10.1. The Articles of Incorporation and Bylaws attached hereto as Exhibits "B" and "C" respectively shall be the articles and bylaws of the Association,

10.2. The Articles of Incorporation and Bylaws may be amended in the manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of any lien then of record.

10.3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons except to the extent the Association is insured against such liability.

10.4. Restraint upon Assignment of Shares in Assots. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

10.5. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner, if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

11. INSURANCE.

The insurance, other than title insurance, that will be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

11.1. Authority to Purchase; Named Insured. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies will provide the payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

11.2. Coverage.

(a) Casualty. All buildings and improvements upon the land will be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Board of Directors of the Association. Such coverage will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time will be customarily covered with respect to buildings similar in construction location and use of the building on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as will be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Industrial Commission policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

11.3. Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association, as a common expense.

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11.4. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Arizona with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Insurance proceeds will be deemed held subject to such trust for the benefit of apartment owners in accordance with their respective undivided appurtenant interests in the common elements.

(b) Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not to be restored - a proportionate share for each apartment owner, such share being the same as his share in the common elements appurtenant to his apartment.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

11.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provision made of such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed,

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the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

11.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

12.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired will be determined in the following manner:

(a) Common elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

(b) Apartments.

(1) Lesser damage. If the damaged improvement is an apartment or apartments and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenable, the damaged property will be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

(2) Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

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(c) Certificate. The Insurance Trustee may rely upon a certificate of the association to determine whether or not the damaged property is to be reconstructed or repaired.

12.2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is an apartment or apartments, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

12.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be deemed a common expense and assessed according to the apartment owners' respective shares in the common elements.

12.6. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners will be disbursed in payment of such costs in the following manner.

(a) Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums de-

posited with the Insurance Trustee on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the construction fund will be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Arizona and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It will be presumed that the first moneys disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund as a common surplus; provided, however, that the part of a distribution to a beneficial owner that is less than the total assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance

proceeds to an apartment owner; and further provided that when the Association or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so required, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS.

The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the apartment building in useful condition exists upon the land.

13.1. Apartments. Each of the apartments will be occupied as a single family private dwelling and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No animals or pets of any kind will be kept in any apartment or on any property of the condominium except with the written consent of the Board of Directors of the Association and thereafter under the rules and regulations adopted by such Board; provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the property, upon three (3) days' written notice from said Board of Directors.

The apartment owners will not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no "For sale" signs, will be allowed on porches or balconies or upon any other part of the condominium property without the written consent of said Board of Directors.

Automobiles will be parked in the parking areas of the condominium property adjacent to or near the apartment building, but only in accordance with the rules and regulations of the Association. One parking space will be designated for use by the occupants of each apartment and the remaining spaces, if any, will be used by those persons specified by the Association. No other vehicles and objects, including but not limited to trucks, motorcycles, trailers and boats may be parked or placed upon any of the condominium property unless permitted by the Association.

13.2. Common Elements. The common elements will be used only for the purposes for which they are intended.

13.3. Nuisances. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its

residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements or lease elements that will increase the cost of insurance upon the condominium property.

13.4. Lawful Use. No immoral, improper, offensive or unlawful use will be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

13.5. Leasing. Entire apartments may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

13.6. Rules and Regulations. Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association. Copies of such rules and regulations and amendments will be furnished to all apartment owners and residents of the condominium upon request.

13.7. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium and additional condominiums contemplated on Lots 1391 and 1392, FOUNTAIN OF THE SUN - Parcel No. 8, neither the apartment owners nor the Association nor the use of the condominium property will interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common elements as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

14. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act or otherwise:

14.1. Increase in Insurance Premiums. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

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14.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

14.3. No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

15. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be only amended in the following manner:

15.1. Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

15.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) not less than 80% of the votes of the entire membership of the Association; or

(c) until the first election of directors, only by all of the directors.

Notwithstanding the foregoing, except with the consent of the apartment owner and the holder of any lien of record thereon, no amendment hereof shall increase the number of apartments nor alter the boundaries of the common elements.

15.3. Proviso. Provided, further, however, that no amendment will discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owners share of the common expenses, unless the record owner of the apartment concerned and all record owners of the mortgages and trust deeds on such apartment shall join in the execution of the amendment; and no amendment will affect or

impair the validity or priority of any mortgage or lien of record covering any apartment unless the affected lienor or Developer, or appropriate, shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in paragraph 9.5, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

16. TERMINATION.

This condominium may be voluntarily terminated in the manner provided in the Act, at any time. However, the written consent of the Lessor under the Long Term Lease will also be required for such termination to occur prior to the termination of the Long Term Lease. In addition thereto, if it is determined in the manner elsewhere provided that the apartments will not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

17. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association and the rules and regulations of the Association will not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

UNIVERSAL DEVELOPMENT CORPORATION

By _____
"Developer"

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, as Trustee, an Arizona
corporation

By _____
Trust Officer

STATE OF ARIZONA,)
) ss.
County of Maricopa.)

On this the 21st day of October, 1972,
before me, the undersigned officer, personally appeared
WYDORR A. FICHELLE III, who acknowledged himself to be the
Vice President/Finance of UNIVERSAL DEVELOPMENT CORPORATION,
and that he, as such officer, being authorized so to do, executed
the foregoing instrument for the purposes therein contained,
by signing the name of the corporation by himself.

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ARTICLES OF INCORPORATION
OF
FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION

The undersigned, as incorporators, have this date voluntarily associated themselves together for the purpose of forming a private non-profit membership corporation under and by virtue of the laws of the State of Arizona, and do hereby adopt the following Articles of Incorporation:

ARTICLE I

Name and Definitions

The name of this corporation shall be FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION.

As used herein "Regime" shall mean the horizontal property regime or regimes imposed under the Declaration (as hereinafter defined), "Apartment" shall mean an owned area within the Regime and be synonymous with that term as used in the Declaration and in Sections 33-551 through 33-561, Arizona Revised Statutes, and the term "Developer" shall refer to Universal Development Corporation, a Maryland corporation.

ARTICLE II

Business and Purposes

This corporation is formed to serve as the entity to perform all matters to be performed by the "Association"

Exhibit B

under the Declaration Submitting a Portion of Parcel No. 8, FOUNTAIN OF THE SUN, to a Horizontal Property Regime, FOUNTAIN OF THE SUN CONDOMINIUMS, UNIT I and any similar declaration (all such declarations being referred to herein collectively as the "Declaration") for any subsequent unit of Fountain of the Sun Condominiums imposed upon any portion of Section 29, Township 1 North, Range 7 East, G&SRB&M, and to serve as the council of co-owners for the horizontal property regime created by such Declaration pursuant to Sections 33-551 through Section 33-561, Arizona Revised Statutes. The real property submitted to a horizontal property regime pursuant to said Declaration is situated in Maricopa County, Arizona, and legally described as follows:

That portion of Lot 1392, FOUNTAIN OF THE SUN - Parcel No. 8, according to Book 148 of Maps, page 20, Records of the Maricopa County Recorder described as follows: Commencing for a tie at the NW corner of said Lot 1392; thence S55°41'06"E, 363.51 feet to the Point of Beginning; thence continuing S55°41'06"E, 258.73 feet to the NE corner of said Lot 1392, thence South 70.00 feet to a point which is the SE corner of said Lot 1392 and the intersection with a curve to the right having a tangent bearing of West; thence along said curve to the right having a radius of 1509.83 feet, a central angle of 7°25'53" and an arc distance of 195.83 feet to the P.T. of said curve; thence N82°34'07"W, 33.88 feet; thence N4°21'21"E, 199.39 feet to the Point of Beginning.

Except as necessary to accomplish the purposes and functions above stated, this corporation shall not engage in any other business or activity. This corporation does not

contemplate securing gain or profit to the members hereof and the members shall have no individual interest in the profits of the corporation, should any there be.

In the conduct of its business, this corporation, to the extent authorized by its Board of Directors and in accordance with the provisions of the Declaration, shall be empowered to do all of the things that a private person or individual might do under the laws of the State of Arizona, including but not limited to the following:

(a) To accept such properties, improvements, rights and interest as may be conveyed, leased, assigned, or transferred to this corporation; to assume such obligations and duties as may be contained in any lease assigned or transferred to this corporation; to maintain, operate and otherwise manage all buildings, structures, improvements, landscaping, parking areas, walks, common elements, recreational areas and facilities now or hereafter on said property; to contract for and to pay the cost, or any portion of the cost, of such services and construction and maintenance of such facilities and improvements at Fountain of the Sun development as are available to or in any way benefit the members of this corporation; to pay all taxes and assessments, if any, which may properly be levied against properties of this corporation; to repair, rehabilitate and restore all buildings, structures and improvements on said property; to insure said property and all buildings and structures thereon against such risks

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as its Board of Directors shall determine; to make assessments for maintenance and operating charges as its Board of Directors shall determine in accordance with the Declaration and the bylaws of this corporation, hereinafter referred to as the "bylaws"; to impose liens against individual Apartments under the Regime to secure the payment of obligations due from the owners thereof, and to collect, sue, foreclose or otherwise enforce, compromise, release, satisfy and discharge such demands and liens in accordance with the Declaration; to do all things necessary to carry out and to enforce the terms and provisions of the Declaration; to pay all maintenance, operating and other costs and to do all things and acts which in the sole discretion of its Board of Directors shall be deemed to be in the best interests of the members of this corporation or for the peace, comfort, safety, or general welfare of the members of this corporation, all in accordance with the Declaration.

(b) To purchase or otherwise acquire title to Apartments or to hold and exercise options to purchase the same, and to lease Apartments in this corporation's name as lessee, and to sell and lease, or to grant options to lease and purchase Apartments; and, if this corporation becomes the owner or lessee of an Apartment, to agree to perform and to perform all of the obligations of an owner or lessee thereof, and to assume and agree to pay any mortgage or trust deed constituting a lien upon the Apartment.

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(c) To develop, construct, purchase, lease, own, improve, maintain, operate, and hold real and personal property of every kind and description; to sell, convey, and lease such property; and to mortgage, assign, and pledge or otherwise encumber such property.

(d) To borrow money, and to issue notes, bonds, and other evidences of indebtedness in furtherance of any or all of the objects and purposes of this corporation, and to secure the same by mortgage, trust deed, pledge, or other lien or security interest in, property of this corporation.

(e) To enter into, perform, and carry out leases and contracts of any kind necessary to or in connection therewith or incidental to the accomplishment of any one or more of the objects and purposes of this corporation.

(f) To make refunds of excess payments or charges to members as provided for in the Declaration or the Bylaws.

(g) To lend or invest its working capital and reserves with or without security.

(h) To act as surety or guarantor, agent, trustee, broker, or in any other capacity when appropriate to the fulfillment and the furtherance of its objects and purposes.

(i) To buy, contract for, lease, receive donation of or any other lawful manner take, hold, own, develop, improve, erect, manage, maintain and operate real, personal and mixed property or any equipment or facilities which might be suitable or convenient or useful in effectuating any of the purposes herein set forth; no transfer by gift, purchase, bequest, devise, sale or lease or otherwise of any property to the Association shall be received and accepted if it shall in any way jeopardize the non-profit exemption of the corporation under Section 501(c) of the Internal Revenue Code of 1954 as it may be, from time to time, amended.

(j) In general, to do and perform such acts and things and to transact such business: in connection with the foregoing objects and purposes as may be necessary and required.

ARTICLE III

Place of Business

The principal place of business and office for the transaction of the business of the corporation shall be located at Fountain of the Sun, East Mesa, Arizona.

ARTICLE IV

Membership

This corporation shall be a non-stock corporation and shall be owned equally by its members, who shall also constitute and be collectively called the council of co-owners, and no

dividends or pecuniary profits shall be paid to its members. Except for membership of the incorporators and those designated by Developer for membership on the board of directors as more particularly provided in the Bylaws, there shall be one membership for each apartment and each such membership shall be held by the owner of the Apartment (including, but without limitation, persons who acquire title by means of a sheriff's deed issued as the result of a mortgage foreclosure, or who acquire title by means of a deed in lieu of the foreclosure of any mortgage or deed of trust) or, in the case of any valid and outstanding recorded agreement of sale with respect to an Apartment, the purchaser under such contract. The owner, or purchaser under an outstanding recorded agreement of sale of an Apartment (including, but without limitation, those persons acquiring title by any of the means specified in the immediately preceding sentence of this Article IV), subject to the terms and provisions of the Declaration and the Bylaws, shall automatically, upon becoming an owner or purchaser, be a member of this corporation and shall remain a member of this corporation until death, or until he shall have conveyed his title to the Apartment, or until such time as such member shall have executed, delivered and recorded a contract for the sale of the Apartment or such member's right, title and interest therein, at which time such member's membership in this corporation shall cease automatically.

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Certificates of membership shall be issued in accordance with the Bylaws, and membership shall be evidenced by an official list of members, which list shall be kept by the Secretary of the corporation.

No membership shall exist in any other person or persons except as it may arise in substitution for an outstanding membership.

Each membership shall be entitled to one vote, except that in the election of directors each shall be entitled to accumulate their votes in accordance with Section 10, Article XIV of the Constitution of the State of Arizona. In the event any Apartment is owned by two or more persons, whether by joint tenancy, tenancy in common, community property, or otherwise, the membership as to such Apartment shall be joint and a single membership as to such Apartment shall be issued in the names of all such persons, and they shall designate to this corporation, in writing, at the time of issuance of the certificate of membership, one of their number who shall hold the membership and have the power to vote said membership, and, in the absence of such designation and until such designation is made, the Board of Directors of this corporation shall make such designation and such designation shall be binding for all purposes.

ARTICLE V

Board of Directors and Officers

The business and affairs of this corporation shall be conducted by a Board of Directors. The first annual meeting of the members of this corporation shall be held on the second Saturday of December, 1973, or at such earlier time as the initial Board of Directors shall designate. Thereafter the annual meeting of the members shall be held on the second Saturday of December in each year. The annual meetings of the Board of Directors and members of this corporation shall be held at Fountain of the Sun, East Mesa, Arizona, or at such other place within the County of Maricopa, State of Arizona, as may be designated by the Board of Directors. Until the first annual meeting of the members and until their successors are elected and qualified, the following three persons, elected by the incorporators at a meeting held on July 5, 1972, at the Fountain of the Sun, East Mesa, Arizona, shall constitute the Board of Directors of this corporation:

Gary A. Rosenberg
Bryant H. Prentico, III
Harold Christ

The officers of this corporation shall be a President, Vice President, Secretary and Treasurer, and such additional officers as the Board of Directors may deem necessary, who shall be

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elected annually by the Board of Directors at the first meeting of the Board of Directors after the annual meeting of members, which meeting shall be held as soon thereafter as practicable. The officers elected shall hold office for a period of one (1) year, or until their successors are elected and qualified, but shall be subject to removal by the Board of Directors at any time. The first officers of this corporation shall be elected by the Board of Directors at the first meeting of said Board of Directors following incorporation of this corporation.

No person shall be eligible for election as a director or officer who is not at the time of election a member of this corporation (except such persons as are designated by Developer as provided in the Declaration and the Bylaws), and if any director or officer after election ceases to be a member, his office shall become vacant. No person may hold more than one of the above named offices, except one person may hold the offices of both Secretary and Treasurer.

The directors shall have the power to adopt the Bylaws, except that the Bylaws shall be subject to ratification and approved by the members, and, subject to the limitations provided in Article VII hereof, to amend or repeal the same, to fill vacancies occurring in the Board of Directors, and to elect officers, agents and committees, with such members, powers and authority as they may confer.

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ARTICLE VI

Maximum Indebtedness

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting, and approved by the Arizona Corporation Commission to the extent required by the laws of the State of Arizona. The total amount of indebtedness or liability direct or contingent, to which the corporation may subject itself at any one time shall not exceed the greater of \$100,000, or one hundred fifty percent (150%) of its gross income for the previous fiscal year, unless authorization to incur a greater amount is made by the affirmative vote of a majority of its members entitled to vote.

ARTICLE VII

Rules for Conduct of Affairs

This corporation shall not, without the affirmative vote of two-thirds (2/3) of its members entitled to vote (a) sell, assign, transfer, dispose of, or encumber any of its property or fixtures, except in the normal and ordinary course of business; or (b) carry into effect any plan of reorganization of this corporation, or effect any changes whatsoever in its organization, or alter or amend these Articles of Incorporation.

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ARTICLE VIII

Duration

The time of commencement of this corporation shall be the date upon which a Certificate of Incorporation is issued by the Corporation Commission of the State of Arizona, and it shall terminate twenty-five (25) years thereafter unless renewed in the manner provided by law. Six months prior to the expiration of the period described above, and each subsequent twenty-five (25) year period, this corporation shall take the necessary steps to renew the life of its charter in the manner provided by law.

ARTICLE IX

Private Property

The members, directors and officers of this corporation shall not be liable for the debts of this corporation, and the private property of the members, directors, and officers of this corporation shall be forever exempt from its corporate debts; provided, however, that nothing contained in this Article shall limit the liability of property within the Regime for payment of assessments levied by the corporation.

ARTICLE X

Agent

C. RANDALL BAIN, of Phoenix, Arizona, who has been a bona fide resident of the State of Arizona for at least three years, is hereby appointed the lawful agent of this corporation

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to accept and acknowledge the service, and upon whom may be served all necessary process or processes, in any action, suit, or proceedings that may be brought against this corporation in any of the courts of the State of Arizona, and for all purposes required by law. The Board of Directors of this corporation may revoke this appointment of agent at any time and shall have the power to fill any vacancy in such position.

ARTICLE XI

Indemnification

This corporation shall indemnify any and all of its directors and officers, or former directors and officers, against expenses incurred by them, including legal fees, or judgments or penalties rendered or levied against any such person while acting within the scope of his authority as a director or officer of this corporation, provided that the Board of Directors shall determine in good faith that such person did not act, fail to act, or refuse to act wilfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action, and provided further that the Board of Directors shall have the right to refuse indemnification as to expenses in any instance in which the person to whom indemnification would otherwise have been

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applicable shall have incurred expenses without approval by the Board of Directors which are excessive and unreasonable in the circumstances and are so determined by the Board of Directors, and as to expenses, judgments, or penalties in any instance in which such person shall have refused unreasonably to permit this corporation, at its own expense and through counsel of its own choosing, to defend him in the action or to compromise and settle it.

ARTICLE XII

Dissolution

Upon the dissolution of this corporation, whether resulting from voluntary action on the part of the Board of Directors, court orders, lapse of time, or otherwise, no part of the remaining assets of the corporation, after the discharge of all corporate liabilities, shall inure to the private profit, benefit or advantage of any current or past member, director or officer, but the whole of such remaining assets shall be distributed by the directors in cash or in kind absolutely and without possibility of reversion, as absolute gifts without return consideration, direct or indirect, in

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such amounts and proportions as the directors shall determine, to such corporation, clubs or associations which by reason of their recreational or social purposes are exempt from taxation under the provisions of Section 501(c)(7) of the Internal Revenue Code of 1954 as now or hereafter amended. The determination of the directors with respect to all such distributions shall be final.

ARTICLE XIV

Names and Addresses of Incorporators

The names, postoffice addresses, and residences of the incorporators of this corporation are as follows:

<u>Name</u>	<u>Address</u>
Gary A. Rosenberg	
Bryant H. Prentice, III	
Harold Christ	

IN WITNESS WHEREOF we have herunto set our hands
this 13th day of October, 1972.

Gary A. Rosenberg
Gary A. Rosenberg

Bryant H. Prentice, III
Bryant H. Prentice, III

Harold Christ
Harold Christ

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STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 13th day of October, 1972, before me, the undersigned officer, personally appeared GARY A. ROSENBERG, BRYANT H. PRENTICE, III and HAROLD CHRIST, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Maryellen Mills
Notary Public

My commission expires:

11/17/72

7-9935-AGR-520

BYLAWS
OF
FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION

ARTICLE I
Members

Section 1. Eligibility

The members of Fountain of the Sun Condominiums Association, an Arizona non-profit corporation (called "Association") shall consist of the owners of apartments situated on Fountain of the Sun Condominiums, all as is more fully set forth in the Articles of Incorporation of this Association.

Section 2. Succession

The membership of each Member shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interests in the Property, his membership in the Association shall automatically be transferred to the new owner succeeding to such ownership interest including, but without limiting the generality of the foregoing, those acquiring titles by means of a sheriff's deed issued as a result of a mortgage foreclosure, or a transfer of title as the result of the foreclosure or other valid enforcement of a deed of trust, or a conveyance by means of a deed in lieu of the foreclosure of any such mortgage or deed of trust, or a transfer of equitable title by the recording of an agreement of sale, provided that, where applicable, the requirements and conditions of the Declaration shall have been met and fulfilled.

Section 3. Meetings

Meetings of the members shall be held in such place in Maricopa County, Arizona, as may be specified in the notice of the meeting. The first annual meeting of the members shall be held on the second Saturday of December, 1973, or at such other later time as the initial Board of Directors shall designate. Thereafter annual meetings of the members shall be held on the second Saturday of December of each year. Special meetings of the members may be called by the President or by a majority of the directors or by members having at least two-fifths of the votes entitled to be cast at such meeting. The

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notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by consent of two-thirds of the members present, either in person or by proxy.

Section 4. Notices

It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting of the Members, stating the purpose thereof as well as the time and place where it is to be held, to each Member at his address as it appears on the records of this corporation, or if no such address appears, at his last known place of address, at least ten days prior to such meeting.

Section 5. Voting

The aggregate number of votes for all Members shall be 100 which shall be divided among the respective Members in accordance with their respective percentages of ownership interest in the Common Elements; provided, however, that in the election of directors each Member shall be entitled to accumulate his votes in accordance with Section 10 of Article XIV of the Constitution of the State of Arizona. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner. Developer may exercise the voting rights with respect to Apartments while owned by it. Voting may be in person or by proxy and proxies may be given for more than one meeting.

Section 6. Quorum

A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

Section 7. Adjournments

If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

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Section 8. Membership Certificates

Membership certificates in such form as shall be approved by the Board of Directors, may be issued to the Members. Only one certificate shall be issued with respect to each Apartment. They shall be executed by the President or Vice President and countersigned by the Secretary or any Assistant Secretary of this corporation. At such time as a person no longer qualifies as a Member, his membership certificate shall be cancelled on the records of this corporation and his certificate of membership surrendered to this corporation. Surrender of the certificate of membership shall not be necessary to effect a cancellation thereof. Certificate of memberships shall not be transferable nor shall they be hypothecated or encumbered in any way.

ARTICLE II
Board of Directors

Section 1. Number

The Board of directors of the Association (called the "Board") shall consist of three persons. The first Board named in the Articles of Incorporation of the Association shall hold office until the first annual meeting of Members. Except for the first Board, each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board.

Section 2. Qualification

Each Director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership or trust, a Director may be an officer, partner or beneficiary of such Owner) except for Directors nominated or designated by Developer. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant. Until the annual meeting held in December, 1974, Developer shall be entitled to name so many directors as shall constitute a majority of the Board of Directors.

Section 3. Vacancies

Subject to the rights of Developer set forth in Section 2 above, any vacancy occurring on the Board may be filled by a majority vote of the remaining members of the Board.

Section 4. Annual Meetings

The first meeting of a newly elected Board shall be held immediately following the annual meeting of Members, if practicable, and in any event within ten days of election, at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 5. Regular Meetings

Regular meetings of the Board may be held at such place and times as shall be determined from time to time by a majority of the Directors but at least one meeting shall be held during each fiscal quarter. Notice of regular meetings of the Board shall be given to each Director personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 6. Special Meetings

Special meetings of the Board may be called by the President on three days' notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of any two Directors.

Section 7. Waiver of Notice

Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

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Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum

At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Removal

Any Director may be removed from office by the vote of two-thirds of the total ownership of the Common Elements.

Section 10. Compensation

Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Members.

Section 11. Powers and Duties

The Board shall have the following powers and duties: (a) to elect and remove the officers of the Association as hereinafter provided; (b) to administer the affairs of the Association and the Property to the extent permitted by applicable law; (c) to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements for all of the Owners upon such terms and for such compensation and with such authority as the Board may approve; (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof; (e) to provide for the operation, maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent; (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants

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and attorneys and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of a managing agent); (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board; (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided; (i) to exercise all of the rights, powers and duties granted to it by the Declaration; (j) unless provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Members.

Section 12. Non-Delegation

Nothing in this Article II or elsewhere in these Bylaws shall be construed to grant to the Board or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE III
Officers

Section 1. Designation

At each annual meeting, the Board shall elect the following officers of the Association: (a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members and who shall be the chief executive officer of the Association; (b) a Vice President who shall in the absence or disability of the President perform the duties and exercise the powers of the President; (c) a Secretary who shall keep the minutes of all meetings of the Board and of the Members and who shall in general perform all the duties incident to the office of Secretary and who may be a representative of the managing agent; (d) a Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and (e) such additional officers as the Board shall see fit to elect.

Section 2. Powers

The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term

Except as provided in Section 4, each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies

Vacancies in any office shall be filled by the Board at regular or special meetings thereof. Any officer may be removed at any time by the Board at a regular or special meeting thereof.

Section 5. Compensation

The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Members.

Section 6. Bonding

The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV
Assessments

Section 1. Annual Budget

The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, contributions and payments to be made to Fountain of the Sun Association or comparable entity for services and construction and maintenance of facilities available to or for the benefit of members of the Association pursuant to contract or otherwise, and all other common expenses. The annual budget shall also take into account the

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estimated net available cash income for the year from the operation or use of any of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year the surplus or deficit as the case may be shall also be taken into account.

Section 2. Assessments

The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each owner not later than 90 days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay his respective monthly assessment for the common expenses one-twelfth of his proportionate share of the common expenses for such year as shown by the annual budget. The monthly assessment in respect of each Apartment shall be equal except for any differences resulting from differences in allocation of different percentages to different apartment types of the portion of the rentals payable under any long term lease of all or any portion of the common elements. The Board may cause to be sent to each Owner on or before the first day of each month a statement of the monthly assessment of such Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may otherwise be directed by the Board. No Owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his Apartment or the Common Elements.

Section 3. Partial Year or Month

For all fiscal years prior to the first annual meeting of Members, the annual budget shall be as approved by the first Board. If such first year or any succeeding year shall be less than a full year, then the monthly assessments for each Owner shall

be less than a full year, then the monthly assessments for each owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Apartment by each Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report

Within 90 days after the end of each year covered by an annual budget or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget

In the event that during the course of any year it shall appear to the Board that the monthly assessments determined in accordance with the estimated annual budget for such year are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner and thereupon a supplemental assessment shall be made to each Owner for his proportionate share of such supplemental budget.

Section 6. Capital Expenditures

Except as otherwise provided in the Declaration, the Board shall not approve any capital expenditure in excess of the product of \$200 times the number of members of the Association without the prior approval of two-thirds of the members of the Association.

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Section 7. Lien

Each owner shall be personally obligated to pay promptly and fully every assessment properly levied by the Association, and the Association shall be entitled to a lien on each Apartment to secure payment thereof, all in accordance with the provisions of the applicable Declaration. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the applicable Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 8. Records and Statement of Account

The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. All records and vouchers authorizing payments shall be available for examination by the Owners at convenient hours of week days. The Board shall, upon receipt of 10 days notice to it or the Association and upon payment of a reasonable fee, furnish any Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9. Discharge of Liens

The Board may cause the Association to discharge any mechanics' lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements rather than against a particular Apartment ownership only. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including, but without limitation, attorneys' fees incurred by reason of such lien.

ARTICLE V
The Declaration

The provisions of the applicable Declarations shall be deemed a part of these bylaws to the extent appropriate,

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and shall be deemed to govern in the event of any inconsistency between these bylaws and such applicable Declarations.

ARTICLE VI
Corporate Seal

~~The Board shall provide a suitable corporate seal~~ containing the name of this corporation, which seal shall be in charge of the Secretary. If so directed by the Board, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer. The seal shall not be required for any purpose in connection with the corporate documents or acts, unless required by law.

ARTICLE VII
Fiscal Management

Section 1. Fiscal Year

The fiscal year of this corporation shall be the calendar year and begin on the first day of January of every year, except that the first fiscal year of this corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board should corporate practice subsequently dictate.

Section 2. Books of Account

Books of account of this corporation shall be kept under the direction of the Treasurer on a consistent basis in accordance with good accounting practices.

Section 3. Contracts

Unless otherwise provided by the Board, all contracts shall be executed on behalf of the corporation by either the President or Vice President and countersigned by any of the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

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ARTICLE VIII
Contractual Powers

No contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the contract or transaction is just and reasonable as to the Corporation at the time it is authorized or approved. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE IX
Amendments

These bylaws may be amended or modified from time to time by the affirmative vote of two-thirds of the members. Amendments may be proposed by the Board or by a petition signed by at least one-quarter of the members.

ARTICLE X
Adoption

Section 1.

These bylaws shall become effective upon their adoption by the Board of Directors.

Section 2.

A copy of these bylaws and of all amendments hereto shall be reduced in writing and made available to every member requesting a copy hereof.