

AMENDED AND RESTATED  
BYLAWS  
OF  
THE SHORES VILLAS

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AMENDED AND RESTATED  
BYLAWS OF  
THE SHORES VILLAS

ARTICLE I

INTRODUCTION

Section 1.1. Name; Introduction; Reference to Declaration. The Property located in the County of Maricopa, State of Arizona, is known as THE SHORES VILLAS (and sometimes referred to as the "Regime") has been previously submitted to a Horizontal Property Regime, pursuant to that certain Declaration of Horizontal Property Regime, recorded on 6<sup>th</sup> day of June, 1975 in Docket 19335, pages 1 to 26 inclusive, records of Maricopa County, Arizona (hereinafter called the "Declaration"). The Declaration, as amended and supplemented from time to time as therein provided, is incorporated herein by reference. The Shores Condominium Association (sometimes referred to as the "Association") was established to manage and undertake other responsibilities with respect to the maintenance and operation of the Regime.

Section 1.2. Definitions. The term "Unit" refers to those certain improvements and space more particularly described in the Declaration, together with such Unit's undivided percentage interest in the General Common Elements (sometimes referred to as the "Common Elements", and being more particularly described in the Declaration). A "co-owner" is referred to herein as either a "co-owner" or "owner". Wherever other terms are used herein which are defined in A.R.S. § 33-1202, such words shall have the definitions set forth in said statute.

Section 1.3. Application of Bylaws. All present and future owners, tenants, future tenants or their employees or any other person that might use the facilities of the Regime in any manner are subject to the provisions of these Bylaws. The ownership or rental

subject to the provisions of these Bylaws. The ownership or rental of any of the Units in the Regime or the mere action of occupancy of any of said Units will signify that these Bylaws are accepted and ratified, and will be binding upon and complied with by the occupant or co-owner of each such Unit.

## ARTICLE II

### MEMBERSHIP AND VOTING

Section 2.1. Membership. The co-owners of the Units shall be the members of the Association, and membership in the Association shall be limited to the owners of the Units in The Shores. An owner will be deemed a member of the Association upon recordation, in the public records of Maricopa County, Arizona, of a deed and/or other instrument establishing record title to the Unit. An owner shall remain a member of the Association until such member's death, or until time as such member's Unit is sold and conveyed, assigned or transferred, at which time such member's membership in the Association shall automatically cease and terminate. No certificates of membership shall be issued, and membership shall be evidenced by an official list of said members, which list shall be kept by the Secretary of the Association. Notwithstanding the number of co-owners who may jointly or otherwise own a Unit, voting on all matters shall be limited to one of the co-owners. Where two or more persons own an interest in a Unit, they shall designate to the Association, in writing, one of their number who shall have the power to vote. In the absence of such designation and until such designation is made, the Board shall make such designation.

Section 2.2. Voting. In all matters requiring a vote of the co-owners, voting shall be on a percentage basis, and the percentage of the vote to which each owner is entitled shall be the

same percentage interest in the Common Elements assigned to each Owner's Unit in the Declaration.

Section 2.3. Majority of Co-Owners. As used in these Bylaws, the term "majority of co-owners" shall mean those co-owners holding more than fifty percent (50%) of the votes in accordance with the percentages assigned to each Unit.

Section 2.4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by absentee ballot of a "majority of co-owners" as defined in Section 2.3 of this Article shall constitute a quorum, and a majority of those present either in person or by absentee ballot at an annual or duly noticed special meeting shall be necessary to pass any proposal before the Association. The acts of a majority of the members at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein. In the event that a quorum is not met at any meeting, the co-owners present, in person or by absentee ballot, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the co-owners in accordance with the provisions of Article III, Section 3.6 hereof. At that meeting, the presence of co-owners holding in excess of 30% of the total votes shall constitute a quorum for the transaction of business. In the event that a quorum is not present at that meeting, the co-owners present, in person or by absentee ballot, though less than a quorum, may give notice to all the co-owners in accordance with the provisions of Article III, Section 3.6 of an adjourned meeting, and at that meeting, the presence of co-owners holding in excess of 15% of the total votes shall constitute a quorum for the transaction of business.

Section 2.5. Absentee Ballots. Votes may be cast in person or by absentee ballot. Absentee ballots must be filed with the Secretary before the appointed time of each meeting.

ASSOCIATION'S RESPONSIBILITIES:  
MEETING OF CO-OWNERS

Section 3.1. Association's Responsibilities. The co-owners of the Units constitute the Association, and shall have the responsibility of electing the Board of Directors, administering the Regime through the Board, and exercising those duties and responsibilities provided for herein, as well as in the Declaration and by law.

Section 3.2. Place of Meeting. Meetings of the members of the Council shall be at the principal place of business of the Regime located at 7401 North Scottsdale Road, Scottsdale, Arizona or at such other suitable place in Arizona convenient to the co-owners as may be designated by the Board of Directors.

Section 3.3. Annual Meetings. The annual meeting of the Association shall be held on the first Thursday of May of each year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article IV, Section 4.4 of these Bylaws. The co-owners may also transact such other business of the Association as may properly come before them.

Section 3.4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by co-owners holding at least twenty-five percent (25%) of the total votes (in accordance with the percentages assigned to each Unit by the Declaration) and presented to the Board as specified in Article VIII, Section 8.4 of the Declaration.

Section 3.5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the proposed purpose thereof with the day, hour and place where it is to be held, to each co-owner at least ten (10) but not more than forty (40) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be deemed valid notice served on the date of mailing of the notice. If notice is given

pursuant to the provisions of this Section, the failure of any members to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat. The presence of any member in person or by proxy at any meeting shall be deemed a waiver of any required notice to such member unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 3.6. Adjourned Meetings. If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, may by a majority vote adjourn the meeting to a time not less than seven (7) nor more than twenty-one (21) days from the date the original meeting was called. Written notice to all co-owners must be sent within five (5) days of the adjourned meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.7. Order of Business. The order of business at all meetings of the members of the Association shall, unless any such requirements are waived, be as follows:

- (a) Roll call and verification of absentee ballots.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Appointment of inspectors of election when required.
- (h) Election of members of the Board of Directors when required.
- (i) Unfinished business.
- (j) New business.



## BOARD OF DIRECTORS

Section 4.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be co-owners of Units in the Regime.

Section 4.2. Powers and Duties. In addition to the powers and duties imposed by the Declaration, these Bylaws or resolutions from time to time adopted by the co-owners, the Board of Directors at all times shall be responsible for the care and upkeep of the Regime and the General Common Elements and facilities. The powers and duties of the Board of Directors shall include but shall not be limited to the following:

- (a) Preparation of an annual budget and allocation of the budget to the various Units in accordance with the various percentages of interest owned.
- (b) Collection of monthly assessments from the co-owners, and enforcement of the collection right including but not limited to the foreclosure of the assessment lien.
- (c). Employment and dismissal of the personnel necessary for the maintenance and operation of the Regime, the General Common Elements and facilities.
- (d) Employment of a management agent, if desired by the Board of Directors, at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The duties conferred upon the management agent by the Board of Directors may at any time be revoked, modified or amplified by a majority of the Board of Directors at a duly constituted meeting.
- (e) Make repairs within the individual Units where such repairs are required for the health, welfare or safety of the Regime or its owners.
- (f) Obtain and keep in full force and effect fire and extended coverage insurance on the buildings and all Common Elements in the Regime, and public liability, property damage and other insurance as required in these Bylaws or deemed necessary and advisable by the Board.

(g) Adopt and amend rules and regulations and enforce the same covering the operation and use of all of the General Common Elements, including recreational areas, in the Regime.

(h) Open bank accounts on behalf of the Association and designate the signatories required therefore.

(i) Invest any excess funds held or controlled by the Association.

(j) The Board additionally shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefore as are not by law, the Declaration or these Bylaws directed to be exercised or done only by the co-owners.

Section 4.3. Election and Term of Office. At the first annual meeting of the members of the Association the term of office of two (2) directors shall be fixed for three (3) years, the term of office for two (2) directors shall be fixed at two (2) years, and the term of office of one (1) director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been duly elected.

Section 4.4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Ceasing to be a member of the Association, death, incapacity or resignation of any director shall cause his office to become vacant.

Section 4.5. Removal of Directors. At any regular or special meeting of the Association duly called pursuant to A.R.S. 33-1243, or as amended, , any one or more of the directors may be removed with or without cause by a majority of the votes held by the

co-owners,, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 4.6. Compensation. No compensation shall be paid to directors or officers for their services as directors or officers. No remuneration shall be paid to a director for services performed by him for the Association in any capacity unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. Neither a director nor an officer may be a salaried employee of the Association. Directors and officers, however, may be reimbursed for any actual expenses incurred in connection with their duties as such officers or Directors.

Section 4.7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after their election at such place as shall be fixed by the directors at the meeting at which such directors were elected.

Section 4.8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or electronic mail , at least three (3) days prior to the day named for such meeting.

Section 4.9. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary on three (3) days' notice to each director, given personally or by mail, telephone or electronic mail , which notice shall state the time, place and purpose of the meeting.

Section 4.10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed

equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

Section 4.11. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there 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 4.12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Regime handling or responsible for funds of the Regime shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 4.13. Liability. The members of the Board of Directors shall not be liable to the Association or any co-owner for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association, unless any such contract shall have been made in bad faith or knowingly contrary to the provisions of the Declaration or of these Bylaws.

Section 4.14. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors, or, in the absence of any such

resolution applicable to such instrument, by any one of the following: President, Vice President, Treasurer or Secretary.

## ARTICLE V OFFICERS

Section 5.1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. All officers must be co-owners in the Regime

Section 5.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 5.4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these Bylaws or assigned to him from time to time by the Board.

Section 5.5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President shall be able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as

shall from time to time be imposed upon him by the Board of Directors.

Section 5.6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all Units, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary.

Section 5.7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate account of all receipts and disbursements in books belonging to the Association and such depositaries as may from time to time be designated by the Board of Directors.

Section 5.8. Auditor. The Association may appoint annually an independent public accountant or accounting firm as auditor to audit the books and financial records of the Association .

Section 5.9. Other Personnel. The Board of Directors may contract to employ personnel to assist the Board in the performance of its management duties.

## ARTICLE VI

### OBLIGATIONS AND RIGHTS OF CO-OWNERS AND OF THE BOARD OF DIRECTORS

Section 6.1. Assessments. All Co-owners shall be obligated to pay monthly assessments for Common Element expenses imposed by the Board of Directors as provided in the Declaration.

Section 6.2. Initial Assessment. Each co-owner shall pay to the Association at the time each co-owner purchases a Unit the sum of Four Hundred Dollars (\$400) as and for the initial assessment (the "initial assessment") against such Owner's Unit. Said initial assessment shall be non-refundable. Said sum may be

used by the association as working capital or as a reserve for Common Element maintenance and improvement expense.

Section 6.3. Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Regime on a fiscal year basis, and specify the term and the amount of the common charges payable by the co-owners to meet the Common Expenses of the Regime and allocate such common charges payable by each of them respectively, and shall furnish copies of the budget on which such common charges are based to all co-owners and to their mortgagees if requested in writing.

Section 6.4. Insurance. The Board of Directors shall be required to obtain and maintain the following insurance (1) fire insurance in an amount equal to the maximum insurable replacement value, with extended coverage, insuring the building, Common Elements and Units (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Developer, but not including carpeting, drapes, wall covering, fixtures, furniture, furnishings or other personal property supplied or installed by the co-owner), together with all air-conditioning equipment and other service machinery contained therein and covering the interest of the Regime, the Board of Directors and all co-owners and their mortgagees, as their interests may appear, which policy or policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Board of Directors; (2) flood insurance, to the extent the same is available under the National Flood Insurers Association; (3) Workmen's Compensation Insurance; (4) public liability and property damage insurance in such amounts and with such additional coverage as the Board of Directors shall from time to time determine, but at least covering each member of the Board of Directors, the managing agent, the manager, and each Unit owner, and with cross-liability

endorsement to cover liabilities of the co-owners as a group to a single co-owner; (5) directors and officers liability insurance; and, (6) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by co-owners or of invalidity arising from any acts of the insured or any co-owner, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of the Units. Duplicate originals of all policies of physical damage insurance and all renewals thereof, or acceptable certificates of such insurance, together with proof of payment of premiums, shall be delivered to all mortgagees of Units if requested in writing at least ten days prior to expiration of the then current policies.

Section 6.5, Unit Owners' Insurance. Unit owners may carry personal property insurance if they desire for their own benefit insuring their Unit improvements, carpeting, wall covering, fixtures, furniture, furnishings and other personal property, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any co-owner. Personal property insurance is not provided for by the Association. Unless the following insurance coverage is afforded by any of the policies carried by the Board of Directors, a co-owner also shall carry public liability and property damage insurance for his Unit (as opposed to coverage for accident, deaths, or property damage on or about the Common Elements) in such minimum amounts as such co-owner may deem necessary or appropriate.



Section 6.6. Repair or Reconstruction after Fire or Other Casualty. In the event of damage to or destruction of all or any part of the building containing the Units as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of such portion or portions of the building containing such Units. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all co-owners for such deficit and for a completion bond for such deficit as part of the common charges.

Section 6.7. Maintenance and Repair.

- (a) Each co-owner is responsible for the care, repair and maintenance of the interior of his Unit as described in the Declaration.
- (b) Each co-owner shall perform promptly all maintenance, repair and upkeep work within his own Unit, which, if omitted, would affect the Regime in its entirety or in a part belonging to other co-owners. In the event any co-owner fails to maintain, keep or repair his own Unit and in the event the Board of Directors shall determine that it is necessary to perform such repairs, the Board of Directors may enter such co-owner's Unit and make such repairs as are necessary, provided, however, that the co-owner shall first have been given thirty (30) days' notice of the intention of the Board of Directors to make such repairs. In the event that the co-owner fails to make such repairs within said thirty (30) day period, the Board of Directors through its agents may make such repairs and levy an assessment for the costs thereof against the co-owner and shall have a lien for all costs incurred against the co-owner's Unit as provided in the Declaration.
- (c) All the repairs of internal installations of the Units, such as water, light, gas, power, sewage, telephone, air-conditioning, doors, windows, lamps and all other accessories belonging to and located within the individual Unit shall be at the co-owner's expense. Any such repairs required which are outside of the co-owner's Unit shall be at the expense of the Association as Common Element maintenance costs.

- (d) A co-owner shall reimburse the Association for any costs incurred in repairing or replacing any Common Elements or portion or portions thereof damaged through his own fault or negligence, and such costs shall be secured by the lien against his Unit.
- (e) A co-owner shall not make any interior or exterior structural modifications or alterations in his unit located in the Regime without prior written approval from the Board of Directors. Further, each owner must comply with applicable McCormick Ranch Property Owners Association, City of Scottsdale, Maricopa County and Arizona State laws, codes and regulations and have necessary permits and inspections for any work being performed.

Section 6.8. Right of Entry. The management agent or any other person authorized by the Board of Directors of the Association shall have the right of entry to any Unit for purposes of inspections and making necessary repairs, alterations, installations and maintenance to the Common Elements, including mechanical or electrical services, provided that such requests for entry are made in advance and such entry is at a time convenient to the co-owner. In case of an emergency, the right of entry shall be immediate.

Section 6.9. Rules and Regulations. The Board of Directors, upon giving notice to all members in the same manner as herein provided for notice of meetings of the Board may adopt, amend or repeal any rules and regulations governing details of the operation and use, and imposing reasonable restrictions upon the use of, the Regime and the Common Elements not inconsistent with any provision of law, the Declaration or these Bylaws.

## ARTICLE VII AMENDMENTS

Section 7.1. Amendments. These Bylaws may be amended by a two-thirds vote of the co-owners at any regular or special meeting where notice of the proposed amendment is included in the call or notice of meeting, provided no such amendment would be in conflict with the Declaration.

ARTICLE VIII  
MORTGAGES

Section 8.1. Notice to Board of Directors. Any co-owner who mortgages his Unit shall notify the Secretary of the Association of the name and address of his mortgagee, and the Association shall maintain a record of such information in a book entitled "Book of Mortgagees". (As used in these Bylaws and the Declaration, the term 'mortgage' includes a 'deed of trust' and the term 'mortgagee' includes a 'beneficiary' under a deed of trust.) The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit shall report to such person the amount of any assessments against such Unit then due and unpaid.

Section 8.2. Record of Ownership. Every co-owner shall promptly cause to be duly recorded or filed or record the deed or other instrument establishing a record title to the Unit in the Regime and deliver to the Secretary of the Association a certified copy of such instrument. The Secretary shall maintain all such information in the Association's records of ownership of the Units.

ARTICLE IX  
RECORDS AND REPORTS

Section 9.1. Maintenance of Books and Records. The Board of Directors shall cause to be maintained at the principal office of the Regime complete books of account concerning all Council funds, assets and liabilities. Such books of account shall be open to inspection upon the written demand of any co-owner for a purpose reasonably related to his interest as a co-owner and shall be exhibited at any time when required by demand at any Association meeting of the co-owners holding 10% of the total votes represented at said meeting. Such inspection by a co-owner may be made in person or by agent or attorney, and the right of inspection includes the right to make extracts or to perform audits. Demand of

inspection shall be made in writing upon the President or Secretary of the Board of Directors.

Section 9.2. Annual Report to Co-Owners. Annually, the Board of Directors shall cause to be prepared and sent to every co-owner a balance sheet setting forth all Association assets and liabilities as of the end of the preceding fiscal year and reports of each Officer. Upon written demand of co-owners holding 40% or more of the total vote, given at least sixty (60) days prior to the date of the annual meeting, an independent audit of the Association's books and records shall be performed in accordance with generally accepted auditing standards by a licensed certified public accountant at the Association's expense. A copy of the report of such auditor shall then be rendered to each co-owner in lieu of the annual report hereinabove required.

Section 9.3. Fiscal Year. The last day of the fiscal year for the Association shall be December 31.

The foregoing Amended & Restated Bylaws were duly adopted as of the 1 day of May, 2008, by a two-thirds vote of the Council of Co-Owners of The Shores.

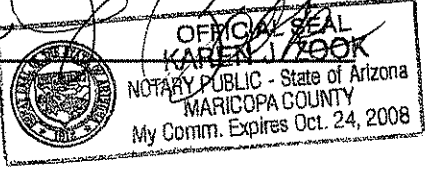
THE BOARD OF DIRECTORS

By [Signature]  
Randy Davis, President

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 2 day of May, 2008, before me, the undersigned notary public, personally appeared Randy Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose therein contained.

Oct. 24, 2008  
Notary Expiration

[Signature]  
Notary Public 

THE BOARD OF DIRECTORS

By [Signature]  
Bonnie Yates, Secretary

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 2 day of May, 2008, before me, the undersigned notary public, personally appeared Bonnie Yates, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose therein contained.

Oct 27, 2008  
Notary Expiration

[Signature]  
Notary Public 