

BYLAWS OF THE
MISSION HILLS PROPERTY OWNERS ASSOCIATION

The following are the Bylaws (the "Bylaws") of the Mission Hills Property Owners Association, an Arizona nonprofit corporation (the "Association") established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Mission Hills Subdivision recorded on June 14, 1989, at Book 2157, Page 160 in the official records of Yavapai County, Arizona, as may be amended from time to time (the "Declaration"). Capitalized words or phrases used in these Bylaws shall have the same meaning given them in the Declaration unless they are otherwise expressly defined herein.

ARTICLE 1. MEMBERSHIP; REGISTER.

1.1 Membership. All Owners, and only Owners, shall be members of the Association ("Members"). Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be Members. Owners of a Lot as joint tenants, tenants in common, community property, or other ownership involving more than one Person sharing ownership, shall be joint Members, but the sum total of their voting power shall not exceed the percentage of interest appurtenant to the Lot owned.

1.2 Register of Members. The Board shall cause a register to be kept containing the names and addresses of all Members. Persons who purchase an interest in a Lot shall promptly inform the Board of their interest. Persons who claim to be Members shall, upon request, furnish the Board with copies of any documents under which they assert ownership of a Lot or any interest therein, and any Mortgage thereon.

ARTICLE 2. MEETINGS OF MEMBERS; VOTING.

2.1 Place. Meetings of the Members shall be held at least once each year at such suitable place as may be convenient to the membership and designated from time to time by the Board.

2.2 Annual Meeting. The annual meeting of the Association shall be held in the first quarter of each fiscal year, on a date fixed by the Board. Notice of annual meetings shall be given not fewer than 10 nor more than 50 days before each meeting. At such annual meeting there shall be a financial report, presentation of a budget summary for the current year, and the Members shall, subject to the provisions of Article 3.1 below, elect Members to the Board or fill vacancies therein. Such other business as shall properly come before the meeting may also be transacted.

2.3 Special Meetings. The president may, upon his own initiative, call a special meeting of the Association. It shall be the duty of the president to call a special meeting of the Association as directed by

A meeting called at the request of the Members shall be held at such time as the president may fix, which time shall not be less than 10 nor more than 30 days after the receipt of the written request therefor. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by 80% of the Members, whether present in person or by proxy.

2.4 Notice of Meetings. It shall be the duty of the secretary to give notice of each annual and special meeting, stating the purpose thereof and the time and place where it is to be held, to each Member and to each Mortgagee that has requested notice, all in the manner provided in the Declaration. Any notice of a special meeting shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration, the Articles or Bylaws, any budget changes and any proposal to remove a director or officer. Before or after any meeting of the Association, any Member may, in writing, waive notice of such meeting. Attendance by a Member at a meeting of the Association shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins.

2.5 Quorum. The presence in person or ~~by proxy~~ of Members ~~or their voting representatives~~ holding 51% of the total ~~voting power~~ eligible to vote shall constitute a quorum for the transaction of business at any meeting of Members.

ELECTION BALLOT

2.6 Voting. Subject to the provision for cumulative voting set forth in Article 2.7, the total voting power of all Members combined shall equal the number of Lots subject to the Declaration and each Lot shall have one vote as set forth in the Declaration. A Member who owns more than one Lot shall have the votes appertaining to each Lot owned. Any fraction or percentage of Members specified herein means that fraction or percentage of votes in the Association (irrespective of the total number of Members) entitled to be cast with respect to a particular matter.

2.7 Cumulative Voting. Notwithstanding the provisions of Section 2.6 above, members of the Board elected on or after the date that Developer control of the Association pursuant to Section 2.12 of the Declaration expires or is terminated (the "Transition Date") shall be elected pursuant to a system of cumulative voting whereby the total ~~voting power~~ of all Members shall be the number of Lots subject to the Declaration multiplied by the number of Board positions to be filled. Each Lot shall have one vote for each position on the Board to be filled. For example, if three memberships on the Board are to be filled in an election, each Lot shall have a total of three votes which may be cast all in favor of a single candidate or may be divided among one or more candidates. A Member who owns more than one Lot shall have the votes appertaining to each Lot owned. Notwithstanding the foregoing, a system of cumulative voting shall not be imposed other than for the purpose of electing Board members unless expressly approved by resolution of the Board.

2.8 Joint Owner Disputes. Every vote must be cast as a single vote. Fractional votes shall not be allowed. If only one of the multiple owners of a Lot is present (in person or by proxy) at a meeting of the Association, he is entitled to cast the vote or votes allocated to that Lot. If more than one of the multiple owners of a Lot are present (in person or by proxy), the vote or votes allocated to the Lot may be cast only if the owners of the Lot who are present (in person or by proxy) unanimously agree upon the manner in which the vote or votes are to be cast. An agreement among all owners of a Lot present (in person or by proxy) at a meeting of the Association shall be presumed if any one of such owners casts the vote or votes allocated to the Lot without protest being made promptly and prior to adjournment of the meeting in person or by proxy to the person presiding over the meeting by any of the other owners of the Lot. If multiple owners are unable to agree upon the manner in which the vote or votes allocated to their Lot are to be cast, their vote or votes shall not be counted.

2.9 Suspension of Voting Rights. As provided in the Declaration, the Board may (either by general resolution or by separate resolutions applicable to one or more, but fewer than all, Members), suspend the voting rights of any Member who is delinquent in paying any assessment or who has violated, either personally or indirectly by the actions of guests or invitees, any provisions of the Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations of the Association.

2.10 Persons Under Disability. If otherwise qualified, minors and persons declared legally incompetent shall be eligible for membership in the Association, but shall not be permitted to vote except through a legally appointed, qualified and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of his estate, through a parent having custody of the minor.

2.11 Proxies. Votes may be cast pursuant to a proxy duly executed by a Member. If a Lot is owned by more than one Person, each of the multiple owners may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. A Member may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. The proxy is revoked on presentation of a later dated proxy executed by the Member. A proxy terminates one year after its date, unless it specifies a shorter term or unless it states that it is coupled with an interest and is irrevocable.

*Superseded
by A.R.S.
33-1812*

Notwithstanding anything to the contrary in this Section 2.11, in the event that a Member has granted an irrevocable proxy or otherwise pledged or alienated the voting right of his Lot regarding special matters to a Mortgagee as additional security, only the vote of such Mortgagee will be recognized in regard to such special matters if a copy of such proxy or other instrument pledging or alienating such vote has been filed with the Board. In the event that more than one such instrument has

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33-1812. Proxies; absentee ballots; definition

A. Notwithstanding any provision in the community documents, after termination of the period of declarant control, votes allocated to a unit may not be cast pursuant to a proxy. The association shall provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. Notwithstanding section 10-3708 or the provisions of the community documents, any action taken at an annual, regular or special meeting of the members shall comply with all of the following if absentee ballots are used:

1. The absentee ballot shall set forth each proposed action.
 2. The absentee ballot shall provide an opportunity to vote for or against each proposed action.
 3. The absentee ballot is valid for only one specified election or meeting of the members and expires automatically after the completion of the election or meeting.
 4. The absentee ballot specifies the time and date by which the ballot must be delivered to the board of directors in order to be counted, which shall be at least seven days after the date that the board delivers the unvoted absentee ballot to the member.
 5. The absentee ballot does not authorize another person to cast votes on behalf of the member.
- B. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.
- C. Notwithstanding subsection A of this section, an association for a timeshare plan as defined in section 32-2197 may permit votes by a proxy that is duly executed by a unit owner.
- D. For the purposes of this section, "period of declarant control" means the time during which the declarant or persons designated by the declarant may elect or appoint the members of the board of directors pursuant to the community documents or by virtue of superior voting power.

been filed, the Board shall recognize the rights of the first Mortgagee to so file, regardless of the priority of the Mortgages themselves.

2.12 Adjournment of Meetings. If any meeting of Members cannot be organized for lack of a quorum, the Members present in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

2.13 Majority Vote. Except as otherwise provided by statute, by the Declaration, the Articles, or by these Bylaws, passage of any matter submitted to vote at a meeting at which a quorum is present shall require the affirmative vote of at least 51% of the voting power present and eligible to vote.

2.14 Order of Business. The order of business at meetings of the Association shall be as follows unless otherwise provided on motion:

- (a) Call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspectors of election;
- (g) Election of directors (at any annual meeting or special meeting called for such purpose);
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

2.15 Parliamentary Authority. In the event of a dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order or such other published code of parliamentary procedure as shall be approved by a majority at the meeting.

ARTICLE 3. BOARD OF DIRECTORS.

3.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of no fewer than three nor more than seven directors. The Board shall initially consist of the individuals specified

in the Articles. Each Board member shall serve until his successor is elected and qualified at the next annual meeting of the Association, or until his resignation or removal from office, whichever is earlier. Except for directors named by Developer pursuant to Sections 2.3.1 and 2.3.2 of the Declaration, each director shall be a Member or the spouse of a Member (or, if a Member is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Member). If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant.

3.2 Powers and Duties. The Board shall have the powers and duties provided for the Association in the Declaration, and all other powers necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited or required to be done in another manner by the Declaration. The powers and duties of the Board shall be expressly subject to the standards set forth in all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Property. Specifically, the Board shall not have the power to act, without a vote of the Members as provided herein and in the Declaration, to amend the Declaration, to elect members of the Board or to determine the qualifications, powers and duties or terms of office of members of the Board; provided, however, that, consistent with Article 3.5 of these Bylaws, the Board may fill vacancies in its membership to serve the balance of an unexpired term.

3.3 Managing Agent. All powers, duties and rights of the Association or the Board, except as limited by law and the Declaration, may be delegated to a managing agent under a management agreement.

3.4 Election and Term of Office. On or before the Transition Date, there shall be a meeting of the Association to elect a Board of three directors to serve until the first day of the calendar month following the date of adjournment of the first annual meeting on or following the Transition Date. Thereafter, the term of office for directors will begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for three years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting held on or after the Transition Date 1/3 of the number of directors (or the whole number nearest to 1/3) shall be elected for a term of one year, the same number shall be elected for a term of two years, and the remainder shall be elected for a term of three years.

3.5 Vacancies. Subject to the rights of control reserved to Developer, vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so selected shall serve as a director until his successor is duly elected and qualified at the next annual meeting of the Association to serve the balance of the unexpired term.

3.6 Removal of Directors.

(a) Before Transition Date. Prior to the Transition Date any one or more of the directors may be removed, with or without cause, by Developer, and Developer shall appoint a successor director to serve the balance of the unexpired term.

(b) On or After Transition Date. On or after the Transition Date, at any regular or special meeting of the Association held promptly after delivery to the president of a petition executed by 10% of the Members calling for the removal from office of one or more directors, any one or more directors may be removed, with or without cause, by the vote of 67% of the total voting power present at the meeting (provided a quorum is present), and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term; provided, however, that a director appointed by Developer may not be removed by the Members without the express written consent of Developer. After the Transition Date, any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

3.7 Compensation. No compensation shall be paid to directors for their services as directors.

3.8 Organizational Meeting. The first meeting of the initial Board elected by the Members shall be held within 10 days of election at a place to be fixed by the directors at the meeting at which the directors were elected, and no notice shall be necessary to the newly elected directors in order legally to call the meeting, provided a majority of the whole Board shall be present at the meeting.

3.9 Regular Meetings. Regular meetings of the Board 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 two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by U.S. mail, overnight courier, telephone or telegraph at least three days before the day fixed for the meeting. Notices given by mail shall be deemed given two business days after deposit in the United States mail, properly addressed and postage prepaid. Notices delivered by a recognized overnight courier service shall be deemed given on that day which that service represents will be the day such delivery will be made under normal circumstances. Notices delivered by telephone, telegraph or personal delivery shall be deemed given immediately upon delivery.

3.10 Special Meetings. Special meetings of the Board may be called by the president on three days' notice to each director as provided in Article 3.9, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by either the president or secretary in like manner and on like notice on the written request of any two directors.

3.11 Waiver of Notice. Before or after any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins. Subject to the right of challenge set forth in the previous sentence, if all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

3.12 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. Unless otherwise prohibited by statute or resolution of the Board, meetings of the Board, whether regular or special, may be held by means of a conference telephone call or similar communications equipment arrangement which allows all persons participating in the meeting to hear simultaneously every other. Participation in any such meeting shall constitute presence in person at the meeting. If there be less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

3.14 Open Meeting. Any Member or voting representative may attend any meeting of the Board, but shall not be entitled to participate.

3.15 Developer's Powers. In accordance with the Declaration, the Developer may from time to time appoint or remove members of the Board with or without cause until the Transition Date.

ARTICLE 4. OFFICERS.

4.1 Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by the Board. The directors may appoint such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting after the annual meeting of the Association. Officers shall hold office at the pleasure of the Board and only for so long as they remain Members.

4.3 Removal of Officers. Subject to the powers reserved to the Developer until the Transition Date under the Declaration, at any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board then in office, whether present at the meeting or not, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

4.4 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 and shall have all powers and duties usually vested in the office of the president.

4.5 Vice President. The vice president (or, if there shall be more than one, the vice president who is most senior by title, or, if none, the most senior by time), shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

4.6 Secretary. The secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Association, other than financial records kept by the treasurer. The secretary shall also perform such other duties as may be prescribed by the Board.

4.7 Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer shall also perform such other duties as may be prescribed by the Board.

4.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the Declaration and these Bylaws.

4.9 Compensation. The Board may pay reasonable compensation to any officer or Owner who performs substantial services for the Association in carrying out the management duties of the Board. The Board's decision to compensate an officer shall not become final until 60 days after notice of the decision (including the amount of compensation to be paid) has been given to all persons entitled to notice of meetings of the Association, and such decision may be reversed by the Members at a meeting duly called and held within 60 days after the notice of the decision was given.

4.10 Developer's Powers. In accordance with the Declaration, the Developer may appoint or remove from time to time with or without cause any officer until the Transition Date.

ARTICLE 5. COMMITTEES.

5.1 Committees of Directors. The Board may appoint one or more committees that consist of one or more directors. Such committees shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association, except that no such committee may exercise the authority of the Board to submit to the Members any matter requiring an act of the Members, to fill vacancies on the Board or on any committee of the Board, or to adopt, amend or repeal any of these Bylaws. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Property.

5.2 Other Committees. Other committees not having or exercising the authority of the Board in the management of the Association may be appointed by the president or the directors, and such committees may be composed of one or more members other than Board Members, but at least one member must be a Board member.

ARTICLE 6. OBLIGATIONS OF UNIT OWNERS.

6.1 Annual Assessments. All Members are obligated to pay an annual assessment imposed by the Association to meet Common Expenses as provided in the Declaration. All annual assessments shall be payable in 12 equal monthly installments.

6.2 Contribution to Working Capital. A working capital fund shall be established in accordance with Section 5.3 of the Declaration.

6.3 Damages to Common Areas. Each Member shall reimburse the Association for any expenditures incurred by or on behalf of the Association for the repair or replacement of any Common Areas damaged through that Member's fault (whether caused by the act of the Member, his guests, agents, tenants, family members, invitees or licensees).

6.4 Compliance with the Declaration, Bylaws, and Association Rules and Regulations. Each Member and his guests, agents, tenants, family members, invitees and licensees shall comply strictly with the Declaration, these Bylaws, and with all administrative rules and regulations adopted pursuant thereto, as amended from time to time. Failure of a Member or his guests, agents, tenants, family members, invitees or licensees to comply with any of the foregoing shall subject the Members and others to such consequences as are provided in Section 16 of the Declaration.

ARTICLE 7. HANDLING OF FUNDS.

The Association may establish such funds or accounts as the Board, in its discretion, shall determine necessary to provide properly for the operation and maintenance of the Property. Overall superintendence of these funds shall be the responsibility of the treasurer of the Association.

ARTICLE 8. RECORDS AND REPORTS.

8.1 General. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures and all contracts, documents, papers and other records of the Association shall be available for examination by the Members and First Mortgagees, and the agents or attorneys of either of them, during normal business hours or other reasonable times.

8.2 Financial Reports. The Board shall cause to be issued and presented at the annual meeting or mailed to all Members and to all Mortgagees that request them, within 90 days following the end of each fiscal year of the Association, a financial statement (which may be audited or unaudited as the Board elects) for that fiscal year, which shall include a balance sheet and a statement of operations and a comparison between the actual expenses of operation and the expenses that had been projected for that year. Holders of First Mortgages on Lots may require the submission of additional financial data of the Association as is reasonably required by prudent mortgage loan management.

8.3 Budget Summaries. In accordance with the Declaration and applicable law, the budget for the Association adopted by the Board for the current year will be presented at the annual meeting for the information of the Members. Notwithstanding the foregoing, the Board is expressly authorized to adopt and amend budgets from time to time without the approval of the Members and shall provide a summary of any amended budget not later than 30 days after adoption of the same by the Board.

ARTICLE 9. AMENDMENTS.

9.1 Amendment of Bylaws. These Bylaws shall not be amended to contain any provisions that would be contrary to or inconsistent with the Declaration, and any provision of or purported amendment to these Bylaws which is contrary to or inconsistent with the Declaration or Arizona law shall be void to the extent of such inconsistency. Subject to the foregoing restrictions and those restrictions stated in Article 9.2 hereof, any Member or Members who desire that these Bylaws be amended may propose amendments to the Board. A majority of the Board may cause a proposed amendment to be submitted to the Members for their consideration and the Board must do so when petitioned in writing by 10% or more of the Members. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted by vote of the 51% of the Members or by their written consent, after notice has been given to all Persons (including Mortgagees) entitled to receive notice of a meeting of the Association.

9.2 Limitation on Amendment of Bylaws. Notwithstanding the foregoing, any amendment to these Bylaws which would increase the number of

Lots, change the boundaries of any Lot, or which would change the uses to which any Lot is restricted may be adopted only with the unanimous consent of the Members and the consent of 51% of all Eligible First Mortgagees (based on one vote for each Mortgage owned). All other material amendments of these Bylaws shall require the consent of 67% of the Members and 51% of all Eligible First Mortgagees. Material amendments include, without limitation those amending these Bylaws with respect to (i) voting rights; (ii) assessments, assessment liens or subordination of assessment liens; (iii) reserves for maintenance, repair and replacement of Common Areas; (iv) responsibility for maintenance and repair; (v) expansion or contraction of the Property, or the addition, annexation or withdrawal of property to or from the Property; (vi) insurance or fidelity bonds; (vii) leasing of Lots; (viii) imposition on any restrictions on a Member's right to sell or transfer his Lot; (ix) a decision by the Association to establish self-management when professional management had previously been required; (x) restoration or repair of the Property after hazard damage or partial condemnation; or (xi) any provisions that especially benefit Mortgagees or Institutional Guarantors. No amendment shall terminate or decrease any unexpired period of developer control unless Developer approves the amendment by executing it. No amendment shall be effective which is in any way inconsistent with the rules, regulations or requirements of any Institutional Guarantor, unless the amendment shall be consented to in writing by such Institutional Guarantor. No amendment shall amend any provisions prohibiting amendments which would render these Bylaws in any way contrary to or inconsistent with the Declaration.

9.3 Developer's Right to Amend. Notwithstanding the foregoing, until the Transition Date, Developer shall have the right, acting alone, to amend these Bylaws as necessary to (i) comply with, or conform these Bylaws to, the requirements or guidelines of any Institutional Guarantor (provided, however, that Developer shall obtain the approval of any interested Institutional Guarantor to such amendment), or (ii) comply with, or conform these Bylaws to, applicable law and the requirements or guidelines of any governmental authority.

ARTICLE 10. MISCELLANEOUS.

10.1 Execution, Certification and Recordation of Amendments to Declaration. The president and the secretary must execute, certify and acknowledge, and, in the case of the secretary only, attest, amendments to the Declaration for the purpose of recording the amendments on behalf of the Association.

10.2 Fiscal Year. The Board may by resolution elect such fiscal year for the Association as it deems to be convenient. Unless another year is adopted and approved by the Board, the fiscal year will be the calendar year.

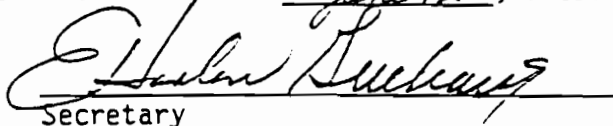
10.3 Conflict in Documents. In the event of any conflict between the Articles of Incorporation, as amended from time to time, and these

Bylaws, as amended from time to time, the Articles shall control. In the event of any conflict between the Declaration, as amended from time to time, and these Bylaws, as amended from time to time, the Declaration shall control.

10.4 Arbitration. Any and all disputes among two or more Owners or other Persons arising out of, under, in connection with or relating to the Property or the Condominium Constituent Documents shall be settled by majority vote of the Board. The Board shall give all parties an opportunity to be heard, and its decision shall be final and binding on each and all such Owners or other Persons.

CERTIFICATE OF ADOPTION

This is to certify that the foregoing Bylaws were duly adopted by the Board of Directors of the Mission Hills Property Owners Association pursuant to a written consent of the directors dated June 12, 1989.


Secretary