

By-Laws

BY-LAWS

ARTICLE I

NAME AND LOCATION. The name of the corporation is PARK PLAZAS COMMUNITY SERVICES ASSOCIATION, hereafter referred to as the “Association”. The principal office of the corporation shall be located at 799 W. San Mateo, Santa Fe, New Mexico 87501, but meetings of members and directors may be held at such places within the State of New Mexico, County of Santa Fe, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to Park Plazas Community Services Association, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real Property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Ownership of a lot shall include membership in the Association and rights appurtenant thereto.

Section 5. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. “Declarant” shall mean and refer to The Walton Chapman Co. Builders, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the County Clerk, Santa Fe County, New Mexico.

Section 8. “Member” shall mean and refer to every person or entity who holds a membership in the Association.

ARTICLE III

MEMBERSHIP

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Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be automatically a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the common properties and facilities to his tenants or contract purchasers, who reside on the property. Such Member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held on the last Thursday of August of each year at such time and place as the board selects. If the day of the annual meeting of the Members is a legal holiday, that meeting will be held on the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members should be given by or at the direction of the secretary or person authorized to call the meeting, by mailing or by hand delivering to the Member's mailbox, a copy of such notice at least 15 days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing in the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No business shall be transacted at any special meeting except as stated in such notice, unless by agreement of more than 50% of the Members present entitled to vote, either in person or by proxy.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid

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shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary 24 hours prior to the meeting;. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board composed of 8 elected directors, who need not be Members of the association. If not otherwise a member of the Board, the immediate past president of the Association shall be a ninth member of the Board for a term of one year after the expiration of his or her term of office as president.

Section 2. The Term of Office. The term of office of each director (except the immediate past president) shall be a term of three years. The terms of office of the directors will be staggered so that not more than three directors are elected at each annual meeting of the Members.

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

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Indemnification. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except in the event of willful misconduct or malfeasance. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liabilities to others arising out of contracts made by the Board of Directors upon behalf of the Association and its Members, and in connection with any acts performed pursuant to the Declaration of Covenants hereinbefore referred to unless such director or directors are adjudged guilty of willful misconduct or malfeasance in the performance of their duties as directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

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Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors three months prior to each annual meeting of the Members, to serve until the close of such annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. 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 the directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3. Quorum. A majority of the number of directors present in person or in proxy shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present in person and in proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon and establish regulations affecting pets and animals, and to establish penalties for the infraction thereof;

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(b) suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without cause satisfactory to the Board from three consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) assure exterior maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject;

(g) fix and determine the amount of the annual assessment, establish reserves and determine capital assessment, all within the conditions described herein and in the Declaration.

(h) collect or cause to be collected assessments as provided herein and in the Declaration. The Board of Directors may contract for such collection with a financial institution or other trustees;

(i) approve leases of any Owner to any tenant to assure that tenants shall be required to comply with the rules of the Association;

(j) amend by majority vote the Declaration of Covenants and Restrictions (except the assessments); to waive or modify encroachments, setbacks or other mechanical variances. Provided, however, that the power to amend aforesaid shall not authorize any amendment (1) permitting the sale, conveyance, lease, transfer, mortgage, pledge, granting of any deed of trust, or hypothecation of the Common Areas conveyed to the Association by the Developer, (2) authorizing the alteration of the requirement that all Members of each membership class assent in writing to the dissolution of the Association, or (3) altering the right of each Lot Owner to membership in the Association with rights appurtenant thereto; and

(k) assess a transfer fee of not less than \$100.00 to be paid to the Association upon the

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initial purchase of each Lot in the Properties and upon resale of Lots. The transfer fee shall be paid by the buyer of the Lot. The amount of the transfer fee shall be set by the Board of Directors and may be increased by the Board if the need to do so arises, but in any event no more frequently than once in any 12-month period. Each such increase may not exceed 15% of the transfer fee amount prior to the increase.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the first annual assessment period and in advance of a change in subsequent assessments, as provided herein;
 - (2) mail or hand deliver to every Owner's mailbox written notice of each assessment to every Owner subject thereto at least 10 days in advance of the annual assessment period and at least 10 days prior to the effect of any change therein;
 - (3) take such actions the Board deems appropriate against any Owner and Lot for which assessments are not paid within 90 days after the due date. Any lien filed shall be for the entire unpaid amount of the annual assessment, whether or not monthly payments have been established for the convenience of the Members.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the dwellings to be maintained;

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- (i) negotiate contracts for master insurance policies for all the Lots (if any) for the Common Areas as needed, and it may provide liability insurance on the acts of directors and officers in connection with the Association's duties and activities;
- (j) negotiate contracts for master water billings for all Lots to the Commons;
- (k) cause all bills of the Association to be paid from assessments funds.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

PRESIDENT

- (a) The president shall preside at all meetings of the Board and the Members; shall see that orders and resolutions of the Board are carried out; shall sign all liens, mortgages, debts, and other written instruments of the Association; provided, he may delegate the

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authority to sign checks or other written instruments to any designated agent or employee of the Association with the consent of the Board.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, instability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board. The Board may appoint more than one person to share the duties of secretary as the Board deems appropriate.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Indemnification. Officers of the Association shall be indemnified for any act they may perform upon behalf of the Association in the same manner herein provided for indemnification of members of the Board of Directors.

Section 10. Compensation. Officers may be employees of the Association and their compensation (if any) shall be set by the Board of Directors.

ARTICLE XI

COMMITTEES

Section 1. The President shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the President or Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, such as:

(a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion determines;

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(b) A Publicity Committee which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association; and

(c) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article X, Section (d). The treasurer shall be an Ex Officio member of the Committee.

Section 2. It shall be the duty of each committee to receive requests from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such requests as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

Section 3. Indemnification. Members of the Committees shall be indemnified for any act they may perform upon behalf of the Association in the same manner herein provided for indemnification of members of the Board of Directors.

ARTICLE XII

BOOKS AND RECORDS

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

ARTICLE XIII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each Member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which shall be due and paid pro rata monthly and (2) special assessments for capital improvements. The annual land special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and may pass to his successors in title only when expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, and in particular for the improvement and maintenance of the

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properties, service, and facilities devoted to his purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the properties.

Section 3. Bias and Maximum of Annual Assessments. Each Lot shall be subject to an annual assessment of not more than \$720 payable in monthly installments of not more than \$60 exclusive of insurance costs on such Lot if insurance is provided by the Association. The Board shall fix the monthly assessment amount within the set maximum if they deem necessary in their discretion. The maximum annual assessment may be increased or decreased as provided in Article 4, Section 3 of the Declaration. From and after January 1 of the year immediately following the conveyance of the first lot, the maximum monthly assessment may be increased or decreased as provided in the Declaration.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of any class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots, provided that the annual rate set for fully developed Class B Lots shall be fixed at one-fourth (1/4) the assessment rate for the other Lots.

Section 6. Quorum for any Action Authorized Under Section 4. At any meeting called as provided in Section 4, the presence in person or by proxy at the meeting of Members entitled to cast 51% of all the votes in each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, and the required quorum at any such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessment provided for herein shall commence as to all completed Lots on the first day of the month following the conveyance creating the first Class A membership. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of said commencement date.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. If the monthly or other assessments are not paid within 60 days of the date due, then the annual assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty

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(30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (b) all common properties as defined in Article II, Section 3 thereof.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having inscribed thereon: PARK PLAZAS COMMUNITY SERVICES ASSOCIATION.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy. Provided, however, that the power to amend aforesaid shall not authorize any amendment (1) permitting the sale, conveyance, lease, transfer, mortgage, pledge, granting of any deed of trust, or hypothecation of the Common Areas conveyed to the Association by the Developer, (2) authorizing the alteration of the requirement that all Members of each class assent in writing to the dissolution of the Association, or (3) altering the right of each Lot Owner to membership in the Association with rights appurtenant thereto.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

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Section 1. Anything to the contrary hereinabove notwithstanding, control of the Association shall become vested in the purchasers of Lots within not more than 120 days after completion of transfer of title to Lots representing 75% of the votes of all Lot Owners, including the votes of Owners of Lots within any future expansion of the Properties when actually annexed.

Section 2. The fiscal year of the Association shall begin on the first day of October and end on the thirtieth day of September of every year. The Board of Directors may alter the fiscal year without the approval of the Members if the Board deems such change appropriate under federal or state tax law.

Section 3. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual unit mortgagor of any obligation under these By-Laws or the Declaration, which is not cured within sixty (60) days.

Section 4. Unless at least seventy-five percent (75%) of the Owners of the individual units in the Planned Unit Development have given their prior written approval, the Planned Unit Development Association shall not be entitled to:

- (a) fail to maintain fire and extended coverage on insurable Planned Unit Development common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs); or,
- (b) use hazard insurance proceeds for losses to any Planned Unit Development common property for other than the repair, replacement or reconstruction of such improvements.

Section 5. First mortgagees of units in the Planned Unit Development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Planned Unit Development common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Planned Unit Development Association.

Section 6. Association dues and charges shall include an adequate reserve for maintenance, repairs, and replacement of those elements of the common property that must be replaced on a periodic basis, and all such dues and charges shall be payable in regular installments, as hereinabove set forth, rather than by special assessments.

Section 7. Any agreement for professional management of the Planned Unit Development, and any other contract providing for services by the developer or builder, shall provide for termination on thirty (30) days and a maximum contract term of one (1) year.