

**Amended and Restated Bylaws of Monterey Park Association
Villa Monterey Units 5 and 5A
7816 East Highland Scottsdale, AZ 85251**

**AMENDED AND RESTATED BYLAWS
OF
MONTEREY PARK ASSOCIATION**

**ARTICLE I
NAME AND PLACE OF BUSINESS**

The name of the corporation shall be MONTEREY PARK ASSOCIATION, and its office and principal place of business shall be at Villa Monterey Unit Five and Five A, a sub-division, located in Scottsdale, Maricopa County, Arizona, but such other offices may be established and maintained within Maricopa County, State of Arizona, at such places as the Board of Directors may designate.

**ARTICLE II
DEFINITIONS**

Terms not otherwise defined herein shall have the meanings set forth in the Declaration.

Section 1. "Association" shall mean and refer to Monterey Park Association, an Arizona non-profit corporation, its successors and assigns.

Section 2. "Board" shall mean the duly elected and/or appointed Board of Directors.

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

Section 4. "Declaration" shall mean and refer to the Villa Monterey Unit Five and Unit Five-A Declaration of Restrictions, as the same may be amended from time to time.

Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Member" shall mean any person, corporation, partnership, association, or other legal entity who is an Owner of a Lot within the Property, as further described in the Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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. In the case of a deed placing ownership of the Lot in a revocable trust, the trustor shall be deemed to be the Owner and in the case of a deed placing ownership of the Lot in an irrevocable trust, the trustee shall be deemed to be the Owner.

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Section 8. "Property" shall mean and refer to that certain real property described in the Declaration.

Section 9. "Shareholder" shall be synonymous with the term "Member."

**ARTICLE III
MEMBERSHIP**

Section 1. MEMBERSHIP. Every Owner of a Lot shall be a Member of the Association. Although all persons who are Owners of a Lot shall be Members of the Association, only one (1) membership shall exist for a single Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and obligations of an Owner and a membership in the Association shall not be assigned, transferred, pledged or alienated in any way, except upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot. Any attempt to make a prohibited transfer shall be void.

Section 2. VOTING RIGHTS AND PROCEDURES. All Owners shall be entitled to one (1) vote for each Lot owned, which may be suspended as provided herein. At all meetings of the Members a vote may be cast in person or by absentee ballot and the Board may allow for voting by some other form of delivery. When more than one person owns a Lot, the vote for the Lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot and fractional votes shall not be permitted. If the Owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to cast their vote(s) on the matter in question. If any Member casts a vote representing a certain Lot, it will thereupon conclusively be presumed for all purposes that he or she was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made prior to the deadline for casting the vote. In the event that more than one vote is cast for a particular Lot, and one or more conflicting votes are cast, then none of the votes shall be counted and all of the votes for the Lot shall be deemed void.

Section 3. SUSPENSION OF VOTING RIGHTS: The Board shall have the right to suspend an Owner's voting rights for any period during which any Assessment against his or her Lot remains unpaid and for sixty (60) days for each infraction or violation of the Declaration and/or the Rules; provided, however, that if the violation is of a continuing nature, the Owner's rights shall remain suspended until such violation has been cured.

Section 4. ANNUAL MEETING: The Annual Meeting of the Members for the election of members to the Board and the transaction of the general business of the Association shall be held within Scottsdale, Arizona at least once every fourteen (14) months at a day and time as shall be designated by the Board.

Section 5. SPECIAL MEETINGS: Special meetings of the Members may be called by the President and shall be called by the President and Secretary at the request in writing of a majority

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of Board of Directors or upon written request of Members holding ten percent (10%) of the votes in the Association. Such request shall state the purpose or purposes of the proposed meeting, and the business transacted shall be confined to the purposes stated in the call. Nothing herein shall be construed to grant additional powers or authority to the membership beyond what is provided in the Declaration, the Articles, these Bylaws or Arizona law.

Section 6. **QUORUM:** Members holding thirty percent (30%) of the votes in the Association, present in person or by absentee ballot, shall constitute a quorum at any meeting of the Members. Unless otherwise provided by the Declaration, these Bylaws or applicable law, all matters subject to vote by the Members shall be decided by the vote of a majority of Members entitled to vote and voting on the matter.

Section 7. **NOTICE OF MEETINGS:** Written notice of meetings of the Members shall be given by, or at the direction of, the secretary by delivering or mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than fifty (50) days before such meetings to each Member entitled to vote thereat. Notices shall be addressed to the Members' address last appearing on the books 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, for special meetings, state the purpose of the meeting.

**ARTICLE IV BOARD OF
DIRECTORS**

Section 1. **NUMBER:** The affairs of this Association shall be managed by a Board of not less than five (5) and no more than nine (9) Directors, as determined from time to time by the Board of Directors.

Section 2. **QUALIFICATIONS:** Candidates for nomination to the Board shall have been a Member for at least twelve months prior to the Annual Meeting. No more than one Member from a Lot may serve on the Board at any one time. A Member whose right to vote has been suspended is not qualified for nomination to the Board and, if a Director's right to vote as a Member of the Association is suspended during their term, such Director shall become disqualified to serve on the Board and shall be deemed to have resigned.

Section 3. **TERM OF OFFICE:** The intent of the Association is for the Directors to serve staggered, two-year terms. At each annual meeting, the Members shall elect Directors to replace Directors whose terms have expired, and all such Directors shall be elected for a term of two (2) years, except that the Board shall have the right to cause a Director to be elected for less than a two (2) year term if it becomes necessary to re-establish the staggered terms. The term for each Director elected begins at the close of the annual meeting at which such Director was elected. Unless a Director resigns, becomes unqualified to serve, or is removed from office before the end of his or her term, each Director shall hold office until his or her successor is elected and qualified. Directors shall be eligible for re-election.

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Section 4. NOMINATION: Nominations for election of directors at the annual meetings shall be made in accordance with a procedure established by the Board of Directors. Nominations shall be coordinated by a nominating committee appointed by the Board of Directors at least sixty (60) days prior to the date of the annual meeting. The function of the nominating committee shall be to create and send a call for nominations to all Members, to compile biographies submitted by candidates, to confirm that each candidate is qualified to be elected to the Board (in accordance with Section 2 of this Article IV) and to otherwise assist in preparing for the annual meeting as requested by the Board. The nominating committee's report of candidates shall be made and filed with the Secretary by the deadline established by the Board. Nominations may not be made from the floor at the annual meeting.

Section 5. ELECTION: At each annual meeting, the Members shall elect Directors to fill Board vacancies by a plurality vote. Election shall be by written secret ballot. Cumulative voting will not be permitted. If there is a tie in the amount of votes received, the tie will be broken by agreement of the candidates or, if no such agreement can be reached, by flipping a coin or other random method.

Section 6. REMOVAL: Any Director may be removed with or without cause at a special Members' meeting called for such purpose, by a vote of the Members of the Association, in accordance with Arizona law regarding the removal of Directors. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. RESIGNATION: Any Director may resign at any time by 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. A Director who misses three (3) or more consecutive regular meetings of the Board of Directors may be removed by the Board of Directors.

Section 8. VACANCIES: If a vacancy exists on the Board of Directors due to resignation, death or otherwise, a replacement Director shall be appointed by the Board of Directors to serve out the balance of the term of the vacant position.

Section 9. COMPENSATION: All Directors shall serve without pay or compensation for any service he or she may render to the Association unless otherwise voted upon by the Board of Directors and ratified by a vote of a majority of the Members voting on the matter. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 10. INDEMNIFICATION. The Association shall indemnify every officer, director, and agent of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director of the Association in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or an agent of the Association, except for their own individual willful

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misfeasance, malfeasance, misconduct or bad faith. The officers, directors, and agents shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except indirectly to the extent that such officers or directors may also be Owners of the Association and therefore subject to Assessment to fund a liability of the Association), and the Association shall indemnify and forever hold each such officer, director, and agent free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, agent or former officer, director, or agent of the Association, may be entitled. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law; provided, however, that the Association shall have the right to refuse indemnification if the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Association, at its own expense and through counsel of its own choosing, to defend him or her in the action.

Section 11. LIMITATION OF DIRECTOR LIABILITY. In accordance with the provisions of the Nonprofit Corporation Act (set forth at A.R.S. § 10-3101 et seq., as may be amended from time to time), each director shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury if said director was acting in good faith and within the scope of his official capacity (which is any decision, act, or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized) unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the director. This provision intends to give all directors the full extent of immunity available under the Nonprofit Corporation Act.

**ARTICLE V MEETINGS OF
DIRECTORS**

Section 1. REGULAR MEETINGS. Regular meetings of the Board shall be held at the Association clubhouse, or other suitable locations within the State of Arizona, at such day and hour as may be fixed from time to time by the Board. Notice of the time and place of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, e-mail, telephone, or other legally-recognized electronic means at least forty-eight (48) hours prior to the day named for the meeting. Notice of regular meetings of the Board shall be given to Members at least forty-eight (48) hours in advance of the meeting by newsletter, conspicuous posting, or any other reasonable means as determined by the Board of Directors. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of any action taken at that meeting.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called to discuss business that cannot be delayed until the next regular Board meeting and the minutes of such special meeting must state the reason necessitating the special meeting. Special meetings of the Board of Directors shall be held when called by the President or by any two Directors, after not less than forty-eight (48) hours notice to each Director, given personally or by mail, e-mail, telephone, or other legally-recognized electronic means, unless emergency circumstances necessitate a meeting before forty-eight (48) hours notice can be given. Notice of

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special meetings of the Board shall be given to Members at least forty-eight (48) hours in advance of the meeting by newsletter, conspicuous posting, or any other reasonable means as determined by the Board of Directors unless emergency circumstances necessitate a meeting before forty-eight (48) hours notice can be given. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 3. ACTION TAKEN WITHOUT A MEETING. Unless otherwise restricted by statute, the Declaration, the Articles of Incorporation or by these Bylaws, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting if the action is taken unanimously by all of the Directors. The action taken must be evidenced by written consent describing the action taken, signed by all Directors, and included with the minutes filed with the corporate records.

Section 4. WAIVER OF NOTICE. Notice of any meeting of the Board may be waived by any Director. Attendance of a person at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. QUORUM. A majority of the Directors shall constitute a quorum for the transaction of business at a meeting. Every act or decision by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6. MEANS OF PARTICIPATION. Meetings of the Board may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute presence in person at such meeting. Furthermore, for any Board meetings open to the Members, the means of communication must also allow Members to hear all parties who are speaking during the meeting.

Section 7. AGENDA. An agenda will be available to all Members attending a Board meeting.

Section 8. OPEN MEETINGS AND EXECUTIVE SESSIONS. Unless the Board or a committee is permitted by Arizona law to hold a closed meeting or a closed executive session for portions of a meeting, all meetings of the Board of Directors and all regularly scheduled meetings of committees of the Association shall be open to the Members. At any open meeting of the Board of Directors, Members will be entitled to speak before the Board takes formal action on an item under discussion in addition to any other opportunities to speak. The Board of Directors may meet in closed session to discuss the following:

- (a) Legal advice from an attorney for the Board or the Association;
- (b) Pending or contemplated litigation;

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(c) Personal, health, or financial information about an individual Member of the Association, an individual employee of the Association, or an individual employee of a contractor for the Association;

(d) Matters relating to job performance of, compensation of, health records of, or specific complaints against an individual employee of the Association, or an individual employee of a contractor of the Association who works under the direction of the Association;

(e) An Owner's appeal of any violation cited or penalty imposed by the Association except on request of the affected Owner that the meeting be held in an open session; and

(f) Any other matters for which the law allows the Board to meet in executive session.

**ARTICLE VI
OFFICERS**

Section 1. **ENUMERATION OF OFFICERS:** The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors.

Section 2. **ELECTION OF OFFICERS:** To the extent possible, 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 such officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. **RESIGNATION AND REMOVAL:** Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by 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 5. **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 or she replaces.

Section 6. **DUTIES OF OFFICERS:** The duties of the officers, which may be delegated as determined by the Board, are as follows:

(a) **PRESIDENT:** The President shall be the chief executive officer of the corporation and shall have the general management and superintendence of the affairs of the corporation; he

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or she shall preside at all meetings of the Board and the Members. The President shall be ex officio member of all committees.

(b) VICE PRESIDENT: The Vice President, in the absence or disability of the President, shall perform the duties and exercise the powers of the President and shall perform such other duties as may be prescribed by the Board of Directors.

(c) SECRETARY: The Secretary shall attend all meetings of the Members and Directors and keep minutes containing a full and accurate account of their proceedings. The Secretary shall keep a record of the names of all Members and issue, cancel and preserve any certificates of shares. The Secretary shall also be the transfer agent of the Association for the transfer of certificates of shares. The Secretary shall also keep the seal of the Association and affix the Association's corporate seal (if any) to any certificates of shares, and other such instruments requiring the seal as may be directed by the Board of Directors.

(d) TREASURER: Shall have custody of all the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Directors at the meetings of the Board, or whenever they may require it, an account of all his transactions and of the financial condition of the Association. He or she shall prepare complete financial statements for the fiscal year and shall present them at the annual meeting of the Members after the end of each year.

Section 7. COMPENSATION: All Officers shall serve without pay or compensation for any service he or she may render to the Association unless otherwise voted upon by the Board of Directors and ratified by a vote of a majority of the Members voting on the matter. However, any Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**ARTICLE VII GENERAL
PROVISIONS**

Section 1. NON-PROFIT ORGANIZATION: The Association is a non-profit corporation and is organized as such under the laws of the State of Arizona. No part of any earnings or assets shall inure to the benefit of any individual or Member or to any other person.

Section 2. DEPOSITORIES OF FUNDS: The monies of the Association shall be deposited in such bank or trust company as the Board of Directors shall designate, and shall be drawn out only by check signed by such persons as may be designated from time to time by resolution of the Board of Directors.

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Section 3. FISCAL YEAR: The fiscal year of the corporation shall begin on January 1 and end on December 31 of each calendar year, except that the Board of Directors may, as they deem practical, change the period of the fiscal year.

Section 4. AMENDMENT: Amendments to these Bylaws must be approved by (i) a majority vote of the Directors and (ii) the Members, by a vote of two-thirds (2/3) of the votes cast or a majority of the total votes in the Association, whichever is less. Notwithstanding the foregoing, the Board of Directors may amend these Bylaws without a vote of the Members solely for the purpose of complying with applicable law.

Section 5. NO REFUND OF ASSESSMENTS: Assessments paid in advance of their due date and annual assessments levied and paid annually or quarterly in conformity with the Declaration shall not be refundable upon the sale or transfer of any Lot.

Section 6. COMMITTEES. In addition to other committees specifically provided for in the Declaration, committees comprised of such persons, formed to perform such tasks, and to serve for such periods as may be designated by the Board of Directors are hereby authorized. All committees shall be responsible for carrying out the duties and responsibilities which have been established by Board and no committee may take action which exceeds its responsibilities. Each committee shall operate in accordance with any terms, limitations, or rules adopted by the Board of Directors. Each committee will elect a chairperson who will be responsible for reporting all committee activities to the Board prior to each regular meeting of the Board.

Section 7. CONFLICTS. Should there be any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

Section 8. RESTRICTIONS ON CORPORATE POWERS: The Association shall not, as a corporation:

- (a) Advocate the election or defeat of any candidate for public office; or
- (b) Participate or intervene directly or indirectly in any political campaign.

Section 9. BOOKS AND RECORDS: The books, records and papers of the Association shall be subject to inspection by any Member during reasonable business hours within ten (10) business days of such request. Each Member may also purchase copies of the Association records within ten (10) business days of such request for a reasonable price, not to exceed any limit imposed by law. Notwithstanding the foregoing, the following are not subject to inspection by any pmly other than the Board of Directors, its management agent, if any, and its attorneys and accountants, as necessary and appropriate:

- (a) Privileged communication between an attorney for the Association and the Association, including, but not limited to, legal advice from an attorney for the Board or the Association;

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- (b) Pending litigation;
- (c) Meeting minutes or other records of a closed executive session of the Board held in accordance with Arizona law;
- (d) Personal, health or financial information about an individual Member of the Association, an individual employee of the Association, or an individual employee of a contractor for the Association;
- (e) Records relating to job performance of, compensation of, health records of, or specific complaints against an individual employee of the Association or an individual employee of a contractor of the Association who works under the direction of the Association;
- (f) Financial and other records of the Association if disclosure would violate any state or federal law; and
- (g) Any other records which may be withheld pursuant to the law.

Notwithstanding the foregoing, every Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and reasonable copies of documents at the expense of the Association.

**ARTICLE VIII
OWNERSHIP AND OCCUPANCY RESTRICTIONS**

Section 1. OWNER-OCCUPANCY; NO RENTALS OR LEASES:

- (a) At least one Owner of each Lot must be fifty-five (55) years of age or older. However, if anyone under the age of fifty-five (55) inherits a Lot, they may continue to own the Lot, subject to all of the requirements of this Declaration the Bylaws, but they shall not occupy the Lot until at least one resident of the Lot is at least fifty-five (55) years of age or older.
- (b) Each occupied Lot shall at all times be Owner-occupied. Thus, at least one Owner of the Lot must reside on the Lot at any time the Lot is occupied. No one is allowed to reside on the Lot unless at least one Owner of the Lot is also residing on the Lot at the same time. For purposes of determining Owner-occupancy in this Section 1, when a Lot is owned by an LLC, then a member or manager of the LLC is the Owner; when a Lot is owned by a partnership, a partner is the Owner; and when a Lot is owned by a corporation, an officer of the corporation is the Owner.
- (b) No Lot may be leased or rented at any time.

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(c) No Lot may be sold to any person or persons having a child or children living with such person or persons under the age of eighteen (18) years.

Section 2. HOUSING FOR OLDER PERSONS: AGE RESTRICTION. The Property is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit under the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3600, et seq., as amended by the Housing for Older Persons Act of 1995, and the rules and regulations interpreting such act published by the Department of Housing and Urban Development under 24 CFR Part 100 et al (the "HOPA") and the Arizona Fair Housing Act, A.R.S. § 44-1491, et seq. Except as provided below, at least one occupant of each Lot must be fifty-five (55) years of age or older, and no person under the age of eighteen (18) may occupy a Lot for more than forty-five (45) days in any calendar year. Unless a variance has been granted as provided herein, no one is allowed to reside on the Lot unless the person who is fifty-five (55) or older is also residing on the Lot at the same time.

(a) Exception. If, after ownership and occupancy of a Lot, the age-qualified occupant dies, the surviving spouse, even if under the age of fifty-five (55), shall be allowed to remain on the Lot so long as at least eighty percent (80%) of the Lots are occupied by at least one person fifty-five (55) years of age or older.

(b) Policies and Procedures. The Board shall adopt, publish and enforce such policies and procedures and rules and regulations as are deemed necessary by the Board in order to demonstrate an intent to provide housing for occupancy for at least one person fifty-five (55) years or older per Lot and to maintain the status of the Property as housing for older persons under HOPA. Such policies and procedures shall provide for verification of the age of residents by reliable surveys and affidavits, and each resident, if requested to do so by the Association, shall furnish the Association with the names and ages of all occupants of the Lot and such affidavits and other documents as the Association may request to verify the age of such occupants.

Section 3. APPROVAL OF CHANGE IN OCCUPANCY BY TRANSFER OF LOTS OR OTHERWISE: Prior to any change in ownership and/or occupancy of any Lot, the current Owners thereof shall submit to the Board an application on a form to be approved by the Board setting forth all information requested by the Board in connection with the proposed change ownership and/or occupancy. The application shall be approved by the Board unless the Board determines that one or more of the following requirements for approval has not been met:

(a) At least one Owner of the Lot shall be fifty-five (55) years of age or older.

(b) At least one Owner of the Lot must reside on the Lot at any time the Lot is occupied. No one is allowed to reside on the Lot unless at least one Owner of the Lot is also residing on the Lot at the same time.

(c) At least one resident of the Lot shall be fifty-five (55) years of age or older during all times that the Lot is occupied. If the age-qualified person is not residing on the Lot, the Lot

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must be vacant. No one is allowed to reside on the Lot unless the person who is fifty-five (55) or older is also residing on the Lot at the same time.

(d) No Lot may be sold to any person or persons having a child or children living with such person or persons under the age of eighteen (18) years and no person under the age of eighteen (18) may occupy a Lot for more than forty-five (45) days in any calendar year.

(e) No Lot may be leased or rented at any time.

For purposes of this Article VIII, "resident" shall mean a person who occupies the Lot as his or her dwelling during all periods of time in which that person is living within Maricopa County Arizona.

Notwithstanding the foregoing, the requirements of this Section 3 shall not apply to nor be enforced by any person with respect to: (i) a sale, transfer, or conveyance of any Lot to any person pursuant to a judgment or foreclosure of a mortgage of record by an institutional lender upon such Lot, or (ii) a sale, transfer, conveyance or lease of any Lot to any person by an institutional lender which has required title through or by virtue of foreclosure by it of a mortgage of record upon such Lot.

Section 4. RIGHT TO ENFORCE: In the event that the Board determines that a change of ownership or occupancy has occurred in violation of this Article VIII and/or the provisions of the Declaration, the Board may take any such action that it deems necessary to enforce the terms of this Article VIII, including, without limitation, any remedies provided at law or in equity, including, but not limited to, obtaining an injunction prohibiting the occupancy of the Lot except in compliance with the Bylaws and/or the Declaration. The Association shall be entitled to recover from the violating party all attorneys' fees and court costs that it incurs in pursuing its remedies.

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CERTIFICATION

I, the undersigned, do hereby certify that the above amendments were adopted by the Board of Directors and the required percentage of the Members.

DATED this 16th day of March, 2014.

MONTEREY PARK ASSOCIATION

Signature: Susan B. Marchi
Printed Name: Susan B. Marchi
Title: President

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