

**BY-LAWS OF THE FRENCH MANSARD APARTMENTS,
VILLA DEL SOL, INCORPORATED
REVISED APRIL 20, 2012**

Article I

The name of the organization is and shall be French Mansard Apartments, *Villa Del Sol Incorporated*, a non-profit corporation consisting of a cooperative group of sixteen (16) units in Unit #5E, Tracts A & B, Sun City, Arizona.

The Declaration of restrictions applicable to this property as recorded in the Maricopa County Recorder's office, and to which our individual deeds are subject, is hereby confirmed and made a part of these By-Laws.

Article II

ANNUAL MEETING – The annual meeting of the French Mansard Apartments, *Villa Del Sol, Inc.*, members, is to be held during January of each year at a time and place designated by the Chairman of the Board of Management.

BOARD OF MANAGEMENT:

1) The Board of Management shall consist of 3-5 Members who are to be elected by a majority of the owners at the annual meeting held in January of each year. In the absence of one or more of the regular members of the Board of Management, a majority of the members of the group present will carry on. Each Board Member elected shall serve for a period of one (1) year subject to reacceptance for another year. In the event of a vacancy on the Board of Management, it shall be filled as promptly as possible by vote of the majority of the Board. The Board of Management shall elect from among themselves a chairman and a vice-chairman and shall elect a secretary and such member shall be a member of the board.

2. The chairman shall preside at all meetings of the Board and the owners when possible. He/she shall appoint such committees as he/she deem necessary. He/she shall be an ex-officio member of all committees. The vice-chairman shall be the special assistant to the chairman and shall act a chairman during the absence of the regular chairman. The secretary shall keep minutes of all meetings, handle the correspondence of the co-operative, and prepare periodic reports to the owners as the Board may direct.

PLACE OF MEETINGS – The place of meetings of the Board of Management shall be designated by the chairman as shall be the place of meetings of the group.

SPECIAL MEETINGS OF OWNERS – The chairman of the Board of Management may call a special meeting at any time he/she deems necessary, or when any five (5) owners request in writing that the chairman call a special meeting, and it shall be mandatory for him/her to comply.

NOTICE OF MEETINGS OF OWNERS - The secretary shall send a notice showing time, place, and purpose of all meeting at least three (3) but not more than ten (10) days prior to such meetings.

QUORUM – The presence, either in person or by absentee ballot, or a majority of the owners shall constitute a quorum for the transaction of business at all meetings. Absentee ballots must be given to the secretary before the appointed time of the meeting.

REPORTS AND NOTICES

1) The chairman shall make a report to the annual meeting covering the activities of the preceding year. The secretary shall keep a record book of the minutes of meetings of owners. The treasurer of the corporation's funds shall make a quarterly report of all receipts and disbursements. One copy of the report will be made for distribution to each owner.

2) One week before the annual meeting each owner shall be furnished with a copy of the proposed budget for operating expenses for the coming year. At that time each owner shall have written notice of any major repairs or replacement not included in the budget. This notice and budget shall be prepared by the Board of Management. The proposed budget and amendments thereto, and any major replacements not included in this budget, will require an affirmative vote by a majority of the owners at the annual meeting.

3) Each duplex shall be represented by one (1) vote.

4) A majority affirmative vote by all owners shall be required for the adoption of:

- a. Amendments to the By-Laws
- b. Proposals to levy special assessments
- c. Changes in the amount of monthly assessments

5) Written notice five (5) days before the meeting where action is to be taken on any of the above items shall be a prerequisite to action thereon.

ARTICLE III

BOARD OF MANAGEMENT

1) The board shall have the power to transact business matters and to determine

questions which shall arise in the management of the apartments. However any matters determined by a majority vote of the Board of Management likely to affect substantially the rights or obligations of the owners as a whole shall be submitted to the owners for their consideration at a regular or special meeting.

2) The board shall have the power to take legal action to collect assessment or damages, or for injunctions for violations of any provisions of the Deed Restrictions, By-Laws, or Rules and Regulations.

3) The Board shall have no power to incur expenses not approved as above or to repeal or amend the By-Laws, to remove any member of the Board of Management, to levy assessments of a special nature, or to change the amount of monthly maintenance charges.

4) As provided in the Amendment to the DECLARATION OF RESTRICTIONS of VILLA DEL SOL, INC, recorded on 3/27/12, as document no. 2012-0249648), Notwithstanding any provision herein to the contrary, no owner(s) of a unit shall rent or lease such unit, PROVIDED THAT any owner(s) renting or leasing at the time of adoption and recording of this provision may continue renting or leasing such unit, EXCEPT THAT such right to continue the renting or leasing of the unit shall terminate on December 31, 2021, OR upon the first to occur of the following events;

- 1) Sale of the unit by the owner(s) of the unit at the time of adoption and recording of this provision;
- 2) Death of the owner, or both of the owners if more than one of the unit at the time of adoption and recording of this provision;
- 3) At the Board's discretion, due to a failure to rent the unit because of a slow rental market. Units which are occupied by family members of the owner(s) of the unit who are not residing there are not to be treated or regarded as rented or leased units.

The Board of Management may permit the owner(s) of a unit six months (6 months) and no longer than one year (1 year) when in its opinion and sole discretion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause.

5) The Board shall provide information about the way things are done at the French Mansard Apartments, *VILLA DEL SOL, INC.*, to prospective buyers. This may be accomplished by furnishing a sales agency a copy (returnable) of our By-Laws for its use in dealing with prospective buyers. The Board of Management shall also discuss these matters with the

representative of the sales agency as posted signs appear on a property. To the extent that circumstances are conducive, owners also have a responsibility for providing a sales agency and/or a prospective buyer to the Board of Management.

6) The Board shall meet at the call of the Chairman or Vice Chairman. Written notice is not required. A majority of the board shall constitute a quorum.

PAYMENT OF SECURITY BILLS - Checks drawn to pay recurring monthly or quarterly service and utility bills shall require the signature of only one member of the board. All other vouchers and invoices shall require the approval signatures of at least two members of the board. Checks drawn to pay such vouchers and invoices, however, shall also require the signature of only one member of the board either individually or collectively, shall be responsible for such action as may be necessary to ensure the validity of all bills and the payment of them.

INTEREST EARNINGS – All interest earnings from funds invested in the name of French Mansard Apartments, *VILLA DEL SOL, INC.* shall be credited currently to operating expense fund reserves.

1) The Exterior Painting Reserve Fund shall be kept intact except as withdrawals may be necessary for the purpose for which it has been set up.

ARTICLE IV

STRUCTURAL CHANGES OF BUILDINGS

Procedures as outlined in the Declaration of Restrictions, Page 521, Docket 6567 as recorded May 15, 1967, and in these By-Laws of the French Mansard Apartments, *VILLA DEL SOL, INC.*, shall dictate acceptable procedure in the declaration of Restrictions as amended in instrument recorded in Book 110, Docket 6567, page 521, May 15, 1967 as shown in Paragraph 6 as amended on Page 2 and covering sole lessee, tenant, or subtenant.

1) It is the clear intent and wish of this corporation, and of the owners as members thereof, to require and insist that all secondary owners, lessees, tenants, and subtenants, meet the same eligibility requirements as required of the original owners by the Webb Corporation.

2) Any construction, planting, or alterations to the exterior of any duplex shall first be taken up with the Board of Management and have their approval. If, in the opinion of the Board, such changes affect the interest of certain other duplex owners, they shall be consulted

by the Board. In case a number of owners are affected, the chairman shall immediately (informally) canvass them in order to ascertain the majority opinion. On matters of sufficient importance, or in the case of disagreement, a special meeting may be called as proved in Article II. Roberts Rules of Order and Procedures shall prevail.

PROPERTY TAXES – Each owner shall be responsible for paying the taxes on his/her property directly to the County Assessor.

TREES, SHRUBS AND OTHER PLANTINGS

1) All plantings in enclosed court yards shall be the responsibility of the individual owner(s). Modifications may require approval by vote of a majority of “condominium” owners when deemed necessary to the best interests of the “condominium” owner(s) as a whole.

2) Trees, shrubs and other plantings (exterior) not included in Paragraph 1 shall be the responsibility of the “condominium” owners at large. Subject to the limitations set forth in Paragraph 3, replacement, substitutions, additions, or modifications will be accomplished at “condominium” expense from joint operations accounts when approved by the majority vote of all owners. To implement, the Board of Management will prepare a recommendation of proposed action to be submitted to the owners for vote either in assembly, or as a petition that is circulated among the owners.

3) Individual owners may request majority “condominium” approval for modifications to the plantings as described in paragraph 2 at owner’s and/or “condominium” expense, either by a petition that can be circulated among the owner(s) or by petition that can be voted on in general group assemble. Solicitations for “condominium” owner(s)’ vote of approval shall contain, in addition to planting change(s) desired, a statement of proposed payment for original work and for subsequent maintenance thereof. In consonance with this paragraph, existing plantings accomplished at individual owner’s expense will be maintained or modified at individual owners’ expense unless other arrangements are approved by majority vote of the “condominium” owners.

EXTERIOR REPAIRS

1) Unless the costs of repairing damages to the exteriors of buildings are covered, in whole or in part, by insurance carried by the “condominium”, all costs for exterior repairs shall be the responsibility of the individual owner(s) involved. This includes repairs to structures, as a whole, to walls, fences, gates, carports, patios, driveways, sidewalks, roof, (including the

Mansard portion thereof), air conditioning and heating units, and everything that is an integral part of an owner's residence.

2) Except as may be determined to be the responsibility of the respective utility companies, and except as can be determined that damages or malfunctions were caused by the owner(s), the costs of repairs to water mains outside of building lines shall be the responsibility of the "condominium". The costs to replace the sewer lines shall be the responsibility of the "condominium" at \$500 maximum cost for each sewer replacement with the owner to pay any cost exceeding \$500.

ARTICLE V

AMENDMENTS TO BY-LAWS AND REGULATIONS

1) The adoption of these By-Laws, Rules and Regulations require the affirmative vote of a majority of the owners and upon adoption shall be binding upon all owners, their tenants, lessee, or transferee.

2) Adoption of amendments shall require an affirmative vote by a majority of the owners and shall be binding upon all owners, their tenants, lessees, transferees, and assignees. The By-Laws, Rules and Regulations shall be typed a a copy thereof delivered to each owner and/or each occupant.

3) The foregoing Restrictions and Covenants run with the land, shall be binding upon all persons owning any of the said duplexes and the above premises until the 15th day of May 1997, at which time said Restrictions and Covenants shall be automatically extended for successive periods of ten (10) years each unless by a majority vote of the owners of said duplexes it is agreed to change the end said Restrictions and Covenants herein contained, in whole or in part.

END

Original By-laws 1964, Filed by Dell Webb Corporation

Updated and Amended 1972, 1979, 2003, 2005, 2012, by French Mansard Apartments Association

Amended by Maricopa County Board of Supervisors, 1984

Amended by Arizona State Law, 1989 through 1984

FOLLOWING APPROVED BY: The Maricopa County Board of Supervisors June 18, 1984.

ARTICLE XV-A (SC) SENIOR CITIZEN OVERLAY ZONING DISTRICT

Section 1501-A Purpose

The Senior Citizen (SC) Overlay Zoning District is intended to provide for planned residential development designed specifically for residency by persons of advanced age.

Section 1502-A Use Regulations

1). The Senior Citizen Overlay Zoning District is an overlay zone and shall be combined with any Rural or Residential Zoning District and not with any other Zoning District (e. g Rural-190 (SC), R1-35 (SC), R-5 (SC), etc.)

2). The regulations which apply to property in any zone with which the Senior Citizen Overlay Zoning District is combined shall remain the same, except as to the matters specified in this Article. This Article shall apply in lieu of or in addition to and shall supersede the corresponding regulations of such zone with which the Senior Citizen Overlay Zoning District is combined.

Section 1503-A Height Regulations. No buildings shall be constructed that exceeds two (2) stories in height unless it contains elevators for the use of occupants.

Section 1504-A Intensity of Use Regulations. The Senior Citizen Overlay Zoning District shall only be established on parcels of five (5) or more contiguous acres which may include existing or proposed subdivided lots and public or private rights of way and easements.

Section 1505-A Parking Regulations. The required parking spaces delineated in the underlying Zoning District shall be located within two hundred (200) feet of the unit it is to serve.

Section 1506-A Additional Regulations.

1) Each dwelling unit, if occupied, shall be occupied by at least one (1) person not less than fifty-five (55) years of age and no person eighteen (18) years of age or under shall reside in any dwelling unit for a period of time exceeding ninety (90) days.

2) Temporary occupancy, by reason of any exceptional or unusual situations shall be subject to the provisions of Article XXIII, Section 2313.5.

Section 1506-A Additional Regulations (continued)

- 3). The following criteria shall be met and maintained for each planned residential development:
- a) At least eighty (80) percent of the dwelling units shall be occupied by at least one (1) person fifty-five (55) years of age or older per unit.
 - b) The existence of significant facilities and services specifically designed to meet the physical or social needs of older persons and specifically available to the residents.
 - c) Policies and procedures which demonstrate intent to provide housing for persons fifty-five (55) years of age or older shall be published and adhered to.
 - d) It is the responsibility of the residents and/or owners of properties to provide evidence that the above criteria are met and will be maintained.

(NOTE: The above criteria are based on the requirements contained in Section 100.304 of the rules and Regulations for implementation of the Federal Fair Housing Amendment Act of 1988).

Section 1507-A Public Hearing Notice and Procedure. The use and application of this Overlay Zoning District shall be consistent with all other zoning districts in this ordinance. Notice and procedure for public hearing shall conform to the procedures prescribed in Article XXVIII hereof.

Article XXIII Section 2313.5

5) Temporary occupancy, by reason of any exceptional or unusual situation of a dwelling located in the Senior Citizen Overlay Zoning District (Article XV-A (SC) by persons not in conformance with the age limitations of Article XV-A, Section 1506-A-1 subject to the following:

a) The Zoning Inspector shall issue a Temporary Use Permit for the above use if a written notice of appeal (object/protest) is not received from surrounding property owners or other interested persons with ten (10) day posting period, the matter shall be placed on the agenda of the first available Board of Adjustment meeting for resolution.

b) The issuance of the Temporary Use Permit shall be subject to the following condition:

1) That the property owner shall substantiate in writing that the Temporary Use Permit is necessary by reason of exceptional or unusual situation.

c) Any Temporary Use Permit for such occupancy use issued by the Zoning Inspector shall be limited to a period of time not to exceed one (1) year from the date of such

approval, but said permit and the submittal of satisfactory evidence that the need for such Temporary Use continues to exist. The procedure for such renewal shall be in accordance with Article XXVII, Section 2706 of this Ordinance.

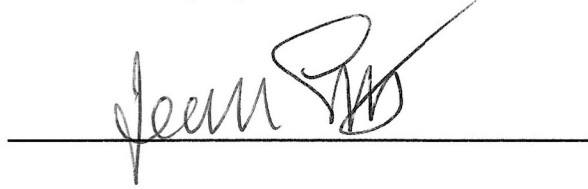
d) Unless such Temporary Use Permit is renewed, the Temporary Use shall terminate after the expiration of said Temporary Use Permit.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected an acting Secretary of Villa Del Sol, Inc., and Arizona nonprofit Corporation.
2. That the foregoing By-laws constitute the By-laws of the said Corporation as duly adopted at a validly called General Meeting of the Corporation, at which a quorum was present, which was duly noticed and held on the
3. That a quorum of the members of said Corporation were present at said meeting and voted unanimously in favor of the adoption of said By-laws.

IN WITNESS WHEREOF, I have hereunto subscribed by my name this



ASSIGNMENT OF RESPONSIBILITIES

DRIVEWAYS AND SIDEWALKS	Assoc	Owner
A. Driveway repair and replacement		x
B. Public sidewalk (parallel to the street)	County	
C. Original front entry walk	BAR*	x
2. PLANTINGS SHRUBS, TREES LAWNS ETC		
A. Citrus Tree Maintenance		x
B. Courtyard Plantings		x
C. Courtyard Bubbler System		x
D. Courtyard Bubbler Controls		x
E. Common area bubblers	x	
F. Common area plantings & trees (see note 1, 2)	x	
G. Lawn Maintenance	x	
3. MAILBOX AND GARBAGE CANS		
A Mailbox and post		x
B. Garbage can		x
C. Lift out garbage can		x
4. WATER AND SEWER SYSTEMS (See Note 3)		
A. Repair water line, common ground		x
B. Repair water line, owner's deeded land		x
C. Repair sewer line, owner's deeded land		x
5. COURTYARDS		
A. Original enclosure wall and fences, maintenance repair and painting		x
B. All maintenance of non-original construction		x
C. Alterations to courtyards and water systems		x
6. ROOFS		
A Roof replacement and repair		x
B. Skylights		x
C. Antennas	BAR*	x
D. Heat pumps maintenance/replacement		x
E. Solar systems	BAR*	x
F. Gutters	BAR*	x
G. Any other owner additions to roof	BAR*	x

ASSIGNMENT OF RESPONSIBILITIES

7. HOUSE EXTERIOR & DOORS		
A. Caulking and Painting	x	
B. Modified exterior doors, including security doors and screen doors, maintenance & painting		x
C. Replace house number fixture	BAR*	x
D. Maintenance of other exterior light fixtures		x
E. New or replacement exterior light fixtures	BAR*	x
8. INSECT CONTROL		
A. Outside spraying including courtyard & garage	X	
B. Interior house spraying		x
9. ELECTRIC WIRING		
A. Electric supply to meter	APS	
B. Unit wiring from meter in		x
C. Sprinkler system controls	X	
10. SERVICES & UTILITIES PAYMENTS		
A. Water use inside & out	X	
B. Garbage & trash removal	X	
C. Gardeners	X	
D. Electric utilities		x
E. Insurance deductible		x

GENERAL INFORMATION:

Monthly assessments cover operating expenses for water, sewer, garden maintenance, trash collection, accounting fees, "condominium" fire and liability insurance, miscellaneous items such as electricity to run the automatic sprinkler system, postage, photocopy services, stationery and contributions to the Exterior Painting Reserve Fund.