

C. Designation and dismissal of personnel necessary for the maintenance and operation of the common property.

D. to maintain insurance coverage as provided for in Article V of the Declaration and to use the insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance and pay any balance remaining to the Developer, Declarant and Owners and their mortgagees as their interest may appear.

E. To grant and convey to any person easements, rights-of-way, parcels or strips of land in, on, over or under any common areas for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (1) roads, streets, walks, pathways and driveways; (2) temporary overhead or permanent underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, cable T.V., and other purposes; (3) sewers, storm drains and pipes, drainage easements, water systems, water, heating and gas lines or pipes; and (4) such improvements as may be permitted under Article III of the Declaration.

F. To retain and pay for legal and accounting services necessary or proper in the operation of the common areas and facilities, enforcement of these By-Laws and the Declaration, or in any of the other duties or rights of the Association.

G. To maintain and repair drainage and other easements, private pedestrian walkways, sewers, sidewalks, streets, roads,

roadways, roadway rights-of-way, parking lots, median strips, entry details, walls or other areas not maintained by governmental entities, or Owners.

H. To obtain or pay for, as the case may be, any other property, or services, which the Boards deems necessary including security services for the common areas and facilities.

I. To enter at any reasonable time upon any exterior portion of any Dwelling Unit for the purpose of carrying out its duties and obligations for exterior maintenance and landscaping pursuant to Section 4.04 of the Declaration.

J. In the event any property owned by the Association is damaged or destroyed by an Owner or any of his/her guests, agents or members of his/her family, such Owner does hereby irrevocably authorize the Association to repair said damage, and the Association shall so repair said damage in good workmanlike manner in conformance with the original plans and specifications. Said Owner shall then repay the Association in the amount actually expended for said repairs.

In the event of a dispute between an Owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitates or with respect to the cost thereof, then upon written request of the Owner delivered to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by the Board of Directors, one

chosen by said Owners and these two arbitrators shall choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then the same shall be selected by the presiding Judge of the Superior Court of Pima County, Arizona. A determination by any two of the three arbitrators shall be binding upon said Owner and the Association who shall share the cost of arbitration equally. In the event one party fails to choose any arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and authority to choose both arbitrators.

K. To regulate the use and provide for appropriate safety measures for all common areas including, but not limited to, private roadways and parking areas.

L. To maintain all common areas in a neat and attractive manner.

M. To construct new improvements or additions to the common areas or demolish or replace existing improvements; provided that in the case of any improvements, additions or demolition (other than maintenance or repairs to existing improvements and reconstruction made pursuant to Section 4.16 hereof) involving a special assessment, the vote of Owners having two-thirds (2/3) of the total vote present, voting either in person or by proxy at an annual or special meeting called for the purpose of approving plans and a maximum total cost therefor shall first be obtained.

The Board shall levy a special assessment on all Owners for the cost of such work pursuant to these By-laws and the Declaration.

N. To assign parking spaces.

O. To utilize water metered to the Dwelling Units for watering of the plants, trees and shrubs in the common area; provided, however, and on the condition, the Association reimburses Owners on a fair and equitable basis for the cost of water so utilized. The Boards' determination of the amount to be reimbursed for such use of water shall be final and conclusive.

P. To select and employ a Trust Company, Bank, or Professional Property Management Company, in Tucson, Arizona, to collect and disburse funds of the Association under such terms and conditions approved by the Board.

Q. To grant and convey easements and rights-of-way in accordance with the terms of the Declaration.

Section 4.10. Management. The Board shall control, maintain, manage and improve the common property as provided in these By-Laws. the Articles and the Declaration. Such right and power of control and management shall be exclusive. In managing the common property, the Association hereby accepts all responsibility for the control, maintenance, safety and liability of such common property including but not limited to collecting and paying taxes on common areas, which shall be assessed by the County Assessor.

Section 4.11. Taxes. Owners shall pay all real estate and personal property taxes which may be assessed against their