of the Association, the Declarant, or the Member's mortgagee, or in the case of a non-resident Member, the lessee of such Member's Unit, his attorney or managing agent. A proxy shall be duly executed in writing and it shall be valid only for the particular meeting designated in the proxy. All proxies must be filed with the Secretary prior to the commencement of the meeting for which the proxy is given. The proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of a notice of revocation signed by the Member who granted the proxy. No proxy shall be valid after twenty-five months from the date of its execution.

2.7. Membership Lists For Meetings. After fixing a record date for a particular Annual or Special meeting identifying the Members eligible to receive notice of a meeting, the Association shall prepare pursuant to A.R.S. §10-3720 an alphabetical list of the names of all of its Members who are entitled to notice of the meeting showing the each Members' address and the number of votes each Member will be entitled to vote at the meeting. The Association shall prepare through the time of the meeting another list of Members, if any, who are entitled to vote at the meeting but were not entitled to notice of the meeting. For the purpose of communication between Members concerning the meeting, the lists prepared by the Association pursuant to this Section shall (i) be made available for inspection by a Member, its agent or attorney, during the meeting and any adjournment for which the meeting notice was given; and (ii) be made available for inspection at the Association's principal office, or at such other place identified in the meeting notice, by any Member and, upon receipt by the Association of a written demand, any Member, its agent or attorney, may inspect and, subject to the limitation of A.R.S. §10-11602(C) and 10-11605, such Member or its agent or attorney may copy the lists during the Association's regular business hours at the Member's expense.

2.8. Suspension of Voting Rights. In the event any Unit Owner is in arrears in the payment of any Assessment, monetary penalties or other fees and charges due under the terms of the Condominium Documents for a period of thirty (30) days, the Unit Owner's right to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments, including accrued interest and attorneys' fees are brought current, and for a period not to exceed sixty (60) days for any infraction of the Condominium Documents.

2.9 Record Date. For any meeting of the Members, the Board of Directors shall fix a date as the record date for determining the Members entitled to notice of the meeting. If the Board of Directors fails to fix a record date for any meeting of the Members, the record date for determining the Members entitled to notice of the meeting shall be the business day before the day on which the notice of the meeting is given. The Board of Directors shall also fix a date as the record date for determining the Members entitled to vote at a meeting of the Members. If the Board of Directors fails to fix such a record date, the Members on the date of the meeting who are otherwise eligible to vote are entitled to vote at the meeting. A determination of Members entitled to notice of or to vote at a membership meeting is effective for any adjournment of the meeting, unless the Board of Directors fixed a new date for determining the right to notice or the right to vote. The Board of Directors shall fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date that is more than seventy (70) days after the record date for determining Members entitled to notice of the original meeting. The Board of Director shall fix a date as the record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action of the Members. If a record date is not fixed by the Board of Directors, Members at the close of business on the day on which the Board of Directors adopts the resolution relating to that record date, or the sixtieth (60th) day before the date of other action, whichever is later, are entitled to exercise those rights. The record date fixed by the Board of Directors under this Section shall not be more than seventy (70) days before the meeting or action requiring a determination of Members.

2.10 Organization and Conduct of Meeting. All Members attending a meeting of the Members shall register with the Secretary (or such person or persons as may be designated by the Secretary) prior to commencement of the meeting, and all proxies must be filed with the Secretary (or such person or persons as may be designated by the Secretary) prior to commencement of the meeting. After the meeting is called to order by the chair of the meeting, no further proxies or changes, substitutions or revocation of proxies will be accepted. All meetings of the Members will be called to order and chaired by the President of the Association, or if there is no President or if the President is absent or so requests, then by the Vice President. If both the President and Vice President are not present at the meeting, any other officer of the Association or such member of the Association as is appointed by the Board of Directors may call the meeting to order and chair the meeting. The chair of the meeting may appoint any person (whether or not a Member of the Association) to act as Recording Secretary. The chair of the meeting shall have the authority to determine the order of business to be conducted at the meeting and to establish reasonable rules for expediting the business of the meeting.

2.11 Action by Written Ballot. Any action that the Association may take at any annual, regular or special meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; and (c) specify the time by which a ballot must be delivered to the Association in order to be counted, which time shall not be less than three (3) days after the date that the Association delivers the ballot. Once a written ballot has been received by the Association, the ballot may not be revoked. Approval by written ballot pursuant to this Section is valid only if both the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes which would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

2.12 Action by Written Consent. The Members may approve any action required or permitted by law that requires the Members' approval without a meeting of the Members if the action is approved by Members holding at least a majority of the Eligible Votes in the Association, unless the Declaration, Articles, these Bylaws or applicable law require a different amount of voting power. The action shall be evidenced by one or more written consents describing the action taken, signed by those Members representing at least the requisite amount of the voting power, and delivered to the Association for inclusion in the minutes or filing with the corporate records of the Association. If not otherwise fixed by the Board of Directors pursuant to Section 2.9, the record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent to the action. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Written notice of Member approval pursuant to this Section shall be given to all Members who have not signed the written consent. Unless otherwise specified in the consent or consents, the action is effective on the date that the consent or consents are signed by the last Member whose signature results in the requisite amount of the voting power. Any Member may revoke the Member's consent by delivering a signed revocation of the consent to the President or Secretary before the date that the consent or consents are signed by the last Member whose signature results in the requisite amount of the voting power.

2.13 **Voting Requirements**. Unless otherwise provided in the Condominium Documents, if a quorum is present at a meeting of the Members, the affirmative vote of a majority of the votes represented and voting is the act of the Members.

ARTICLE 3.
BOARD OF DIRECTORS

3.1. **Number.** The affairs of this Association shall be managed by a board of directors. The Board of Directors will initially consist of three (3) directors. So long as there is a Class B membership in the Association, the minimum number of directors shall be one (1), the Declarant shall have the sole right to appoint and remove the directors and the directors need not be Members of the Association. After the termination of the Class B membership, the number of directors shall be not less than three (3) nor more than seven (7) and all directors must be Members of the Association. The Board may increase the number of directors on the Board but the number of directors must always be an odd number. Upon the termination of Class B membership, the Unit Owners shall elect the Board of Directors, all of whom must be Unit Owners. Cumulative voting shall be used in each election of the Board of Directors by the Members. The Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors before termination of the Class B membership, and in that event the Declarant may require, for the duration of the Class B membership, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

3.2. **Term of Office.** The initial members of the Board shall hold office until the first annual meeting of the Members and until their successors are elected and qualified. Commencing with the first annual meeting of the Members, and so long as there is a Class B membership in the Association, all directors shall be appointed by the Declarant for a term of one (1) year. At the first annual or special meeting after termination of the Class B membership, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect directors to replace those directors whose terms have expired and all such directors shall be elected for a term of three (3) years. If the Board increases the number of directors, the newly appointed directors shall serve until the first annual meeting after such increase, at which time the terms of the new directorships shall be designated by the Members.

3.3. **Resignation of Directors**. A director may resign at any time by delivering written notice to the Board of Directors, its presiding officer or the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

3.4. Removal. So long as there is a Class B membership in the Association, the Declarant shall have the sole right to remove one or more members of the Board. After termination of the Class B membership, at any annual or special meeting of the Members duly called, any one or more of the members of the Board may be removed from the Board with or without cause by Members having more than fifty percent (50%) of the votes entitled to be cast by the Members present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thereby created.

3.5. 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.

3.6. 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 consent of all the directors. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.7. Vacancies. Except for vacancies on the Board caused by the removal of a director in accordance with the provisions of Section 3.4 of these Bylaws, any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum or by a sole remaining director, and any director so chosen shall hold office until the next election of the directors when a successor is elected and qualified. Any newly created directorship shall be deemed a vacancy. When one or more directors resigns from the Board, effective at a future time, a majority of the directors then in office, including those who have so resigned, may fill such vacancy, the vote on the vacancy to take effect when such resignation becomes effective. If by reason of death, resignation or otherwise, the Association has no directors in office, any officer or Member may call a special meeting of the Members for the purpose of electing the Board of Directors.

3.8. Meetings.

3.8.1. Meetings of the Board, regular or special, shall be held at least annually and may be held by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation at such meeting shall constitute presence in person at the meeting.

3.8.2. Until termination of the Class B membership, regular meetings of the Board may be held with or without notice at such time and place as is determined from time to time by the Board. After termination of the Class B membership, notice to Members of meetings of the Board shall given at least forty-eight hours in advance of the meeting be by newsletter, conspicuous posting or any other reasonable means as determined by the Board. Any notice of a Board meeting shall state the time and place of the meeting. An affidavit of notice by an officer of the Association is prima facie evidence that notice was given as prescribed by this subsection.

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.

3.8.3. Special meetings of the Board may be called by the President on three (3) business days notice to each director, given in writing, by hand delivery, mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors. In addition, after termination of the Class B membership, notice of special meetings of the Board shall be given to Members as set forth in Section 3.7.2, except that notice to Members of meetings of the Board is not required if emergency circumstances require action by the Board before notice can be given.

3.8.4. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.8.5. Regular and special meetings of the Board are open to all Members and all Members so desiring shall be permitted to attend and listen to the deliberations and proceedings; provided, however, that for regular and special meetings of the Board, Members who are not Board members may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board. Any portion of a meeting may be closed only if the closed portion of the meeting is limited to consideration of one or more of the following: (i) employment or personnel matters for employees of the Board or the Association; (ii) legal advice from an attorney for the Board or the Association; (iii) pending or contemplated litigation; or (iv) pending or contemplated matters relating to enforcement of the Condominium Documents.

3.9. Quorum and Voting. A majority of the prescribed number of directors shall constitute a quorum for the transaction of business. If a quorum is present when a meeting is convened, the quorum shall be deemed to exist until the meeting is adjourned, notwithstanding the departure of one or more directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Articles or Bylaws require the vote of a greater number of directors. A director who is present at a meeting of the Board when corporate action is taken is deemed to have assented to the action taken unless either: (a) the director objects at the beginning of the meeting or promptly on the director's arrival to holding it or transacting business at the meeting; (b) the director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association before 5:00 P.M. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

3.10. Proxies. At all meetings of the Board, a vote may be cast in person or by proxy. A proxy may be granted by any Board member in favor of only another Board member, the Secretary of the Association, or the Declarant. A proxy shall be duly executed in writing and it shall be valid only for the particular meeting designated in the proxy. All proxies must be filed with the Secretary prior to the commencement of the meeting for which the proxy is given. The proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of a notice of revocation signed by the Board member who granted the proxy. No proxy shall be valid after twenty-five months from the date of its execution.

3.11. <u>Powers and Duties</u>. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Documents required to be exercised or done by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Members that may hereafter be adopted, the Board shall have the following powers and duties:

3.11.1. Open bank accounts on behalf of the Association and designate the signatories thereon;

3.11.2. Make, or contract for the making, of repairs, additions to, improvements to or alterations of the Common Elements, in accordance with the Condominium Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

3.11.3. In the exercise of its discretion, enforce by legal means the provisions of the Condominium Documents;

3.11.4. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair, replacement of the Common Elements and provide services for the Members, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

3.11.5. Provide for the operation, care, upkeep and maintenance of all of the Common Elements and borrow money on behalf of the Association when required in connection with any one instance relating to the operation, upkeep and maintenance for the Common Elements; provided, however, the consent of Members having at least two-thirds (2/3) of the total votes in the Association shall be obtained either in writing or at a meeting called and held for such purpose in accordance with the provisions of these Bylaws in order for the Association to borrow in excess of $5,000;

3.11.6. Prepare and adopt an annual budget for the Association prior to the commencement of each fiscal year;

3.11.7. Adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the Members and their family members, guests, lessees and invitees thereon and establish penalties for the infraction thereof;

3.11.8. Suspend the voting rights and the right to use of the Common Elements of a Member during any period in which such Member shall be in default in the payment of any Assessment or other amounts due under the terms of the Condominium Documents for a period of fifteen (15) days and for a period not to exceed sixty (60) days for any infraction of the Condominium Documents;

3.11.9. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Condominium Documents;

3.11.10. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

3.11.11. Employ, hire and dismiss such employees as they deem necessary and to prescribe their duties and their compensation;

3.11.12. 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 at any special meeting when such statement is requested in writing by any Member entitled to vote;

3.11.13. Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

3.11.14. Levy, collect and enforce the payment of assessments in accordance with the provisions of the Declaration;

3.11.15. Issue, or cause an appropriate officer to issue, upon demand to any interested person a certificate setting forth whether or not any Assessment has been paid; and on written request, furnish to a lienholder, Member or person designated by a Member a recordable statement setting forth the amount of any unpaid Assessment against the Unit, such recordable statement to be furnished within seven (7) business days after receipt of the request. Failure to provide such recordable statement within seven (7) business days shall extinguish any lien for any unpaid Assessment then due in accordance with A.R.S. §33-1807(I). A reasonable charge may be made by the Board for the issuance of these certificates or statements. If a certificate or statement states an Assessment has been paid, such certificate or statement shall be binding on the Association.

3.11.16. Procure and maintain adequate property, liability and other insurance as required by the Declaration;

3.11.17. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

3.11.18. Cause the Common Elements to be maintained, as more fully set forth in the Declaration.

3.12. Managing Agent.

The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation established by the Board of Directors. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, all of the duties listed in the Condominium Act, the Declaration and these Bylaws except for such duties and services that under the Condominium Act or the Declaration may not be delegated to the Managing Agent. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors or the officers of the Association by the Act, the Declaration and these Bylaws other than the following powers:

(a) To adopt the annual budget, any amendment thereto or to assess any Common Expenses;

(b) To adopt, repeal or amend Rules;

(c) To designate signatories on Association bank accounts;

(d) To borrow money on behalf of the Association;

(e) To acquire and mortgage Units;

(f) To allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with or without cause and without payment of any penalty or termination fee on no more than thirty (30) days' written notice. The term of any such contract may not exceed three (3) years.

ARTICLE 4.
OFFICERS AND THEIR DUTIES

4.1. Enumeration of Officers. The principal officers of the Association shall be the president, the vice president, the secretary, and the treasurer all of whom shall be elected by the Board. The president must be a member of the Board. Any other officers may, but need not, be members of the Board.

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

4.3. Term. The officers of the 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.

4.4. 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.

4.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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.

4.6. 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.

4.7. **Multiple Offices.** Any two or more offices may be held simultaneously by the same person.

4.8. **Powers and Duties.** To the extent such powers and duties are not assigned or delegated to a manager pursuant to Section 3.11 of these Bylaws, the powers and duties of the officers shall be as follows:

4.8.1. **President.** The president shall be the chief executive officer of the Association; shall preside at all meetings of the Board or the Members; shall see that orders and resolutions of the Board are carried into effect; and have general and active management of the business of the Association;

4.8.2. **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

4.8.3. **Secretary.** 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;

4.8.4. **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds for appropriate Association purposes as set forth in the Condominium Documents; keep proper books of account; 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; and, in general, perform all the duties incident to the office of treasurer.

4.9 **Officers Authorized to Execute Amendments to Declaration.** Any amendments to the Declaration or the Plat which are required by the Condominium Act or the Declaration to be executed by the Association may be executed by either the President or Vice-President of the Association.

ARTICLE 5.
FINES

5.1. **Power of Board of Directors to Impose Monetary Penalties.** In accordance with the procedures set forth in this Article, the Board of Directors shall have the right to impose reasonable monetary penalties against any Unit Owner for a violation of any provision of the Condominium Documents by the Unit Owner, his family, tenants or guests. Any monetary penalty imposed by the Board of Directors shall be imposed only after the procedures set forth in this Article have been complied with.

5.2. **Notice of Violation.**

5.2.1. The Board, or any person designated by the Board, may serve a "Notice of Violation" against an Owner for a violation of any provision of the Condominium Documents by the Owner, his family, tenants or guests. A Notice of Violation shall contain (i) a description of the violation, (ii) the approximate time and place at which the violation was observed, (iii) the amount of the fine to be paid by the Owner for such violation, (iv) the name of the person issuing the Notice of Violation, and (v) a statement advising the Owner of the Owner's right to request a hearing pursuant to Section 5.2.4 of the Bylaws.

5.2.2. A Notice of Violation shall be deemed to have been served if delivered personally to the Owner named in the Notice of Violation or sent to the Owner by registered or certified United States mail, return receipt requested, postage prepaid. A Notice of Violation served by mail shall be deemed to have been received by the Owner to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is deposited in the United States mail. A Notice of Violation given by mail shall be addressed to the Owner at the address of the Owner as shown on the records of the Association. If a Unit is owned by more than one person or entity, a Notice of Violation to one of the joint Owners shall constitute notice to all of the joint Owners.

5.2.3. The Owner shall pay the fine set forth in the Notice of Violation to the Association within ten (10) days after the Notice of Violation is served on the Owner unless prior to that time the Owner requests a hearing on the violation pursuant to Section 5.2.4 of the Bylaws.

5.2.4. Any Owner served with a Notice of Violation may request a hearing on the violation. The request for a hearing must be addressed to the Secretary of the Association and must be actually received by the Association within ten (10) days after the service of the Notice of Violation. Upon receipt of a request for a hearing pursuant to this Section, the President or any other officer of the Association shall schedule a hearing on the violation before the Board or before a hearing officer or a committee approved by the Board and shall notify the Owner requesting the hearing of the date, time and place of the hearing. The notice of the hearing shall also advise the Owner of his right to produce statements, evidence and witnesses on his behalf and to be represented at the hearing by an attorney. If the hearing on the violation is before the Board, then the minutes of the meeting of the Board at which the hearing is held shall reflect the fact that the hearing on the violation was held and the action taken by the Board on the violation. If the hearing is held before a hearing officer or a committee appointed by the Board, then the hearing officer of the committee conducting the hearing shall, within ten (10) days after the conclusion of the hearing, make a written recommendation to the Board on what action the Board should take in the violation. Upon receipt of the recommendation from the hearing officer or the committee, the Board shall act upon the recommendation. Any fine which is affirmed by the Board following a hearing pursuant to this Section shall be paid by the offending Owner within ten (10) days after a notice of the action of the Board is served upon the Owner. Service of the notice from the Board shall be made in the same manner as service of a Notice of Violation pursuant to Section 5.2.2 of the Bylaws.

5.2.5. Any fines imposed pursuant to this Article 5 shall be the joint and several liability of all of the joint Owners of a Unit and shall be secured by the Assessment Lien.

ARTICLE 6.
COMMITTEES

6.1. **Committees of the Board.** The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee shall have one or more members, and each member of a committee shall serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members of the Board of Directors to the committee must be approved by the greater of: (a) a majority of all the directors in office when the action is taken; or (b) the number of directors required by Section 3.9 to take action. The provisions of these Bylaws governing meetings, action without meetings and notice, waiver of notice, quorum and voting requirements of the Board of Directors shall also apply to committees of the Board of Directors and their members.

Each committee of the Board of Directors may exercise the authority of the Board of Directors to the extent specified by the Board of Directors, except that a committee shall not take any of the following actions: (a) authorize distributions; (b) approve or recommend to the Members any action that requires the Members' approval under the Condominium Documents or by law; (c) fill vacancies on the Board of Directors or of any of its committees; (d) adopt, amend or repeal these Bylaws; and (e) fix the compensation of directors for serving on the Board of Directors or any committee of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any committee who may replace any absent member at any meeting of the committee.

6.2. **Appointment and Removal.** So long as the Declarant owns any Unit, the Declarant shall have the right to appoint and remove the members of any Committee. When the Declarant no longer owns any Unit, the Board shall appoint and remove all members of a Committee, except that no member may be removed from a Committee by the Board unless the removal is approved by the vote or written consent of more than fifty percent (50%) of all of the members of the Board.

6.3. **Resignations.** Any member of any Committee may at any time resign from the Committee by giving written notice thereof to the Board.

6.4. **Vacancies.** Vacancies on any Committee, however caused, shall be filled by the Board. A vacancy or vacancies on the a Committee shall be deemed to exist in case of the death, resignation or removal of any member.

6.5. **Other Committees.** In addition to Committees of the Board of Directors, the Board of Directors may appoint committees consisting of members and/or non-members of the Board of Directors to perform such tasks as the Board of Directors deems necessary or desirable. Any such committees shall be advisory only and shall not have the power to exercise any authority of the Board of Directors.

CERTIFICATION

I hereby certify that the foregoing Bylaws were duly adopted by the Board of Directors of the Association on the 26 day of AUGUST, 2004.

Mark Bailey, Secretary

EXHIBIT 4

SETTLEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement and Mutual Release of Claims ("Agreement") is entered into and made effective on the last date of the signatures below (the "Effective Date"), by and among the Villages at Aviano Condominium Association, an Arizona non-profit corporation (the "Association"), and Eloise Figueroa ("Figueroa"). The Association and Figueroa are collectively referred to herein as the "Parties."

RECITALS

1. The Association is a condominium association governed by the Declaration of Restrictions recorded at instrument number 2004-0990817 in the Office of the Maricopa County Recorder (the "Declaration"); Bylaws of the Villages at Aviano Condominium Association dated August 26, 2004 (the "Bylaws"); the Arizona Condominium Act (A.R.S. §33-1201 et seq.); and the Nonprofit Corporation Act (A.R.S. § 10-3101 et seq.).

2. On April 27, 2021, Figueroa filed a complaint in the Superior Court of the State of Arizona in and for the County of Maricopa, Case No. CV2021-006916 (the "Litigation") concerning the Association's 2021 annual election.

3. Figueroa alleged in the Litigation that she and Linda Bahr received the two highest number of votes and should have been declared board members.

4. The Parties have agreed to settle the Litigation in accordance with the terms, conditions, covenants, and release set forth in this Agreement.

5. The Parties have negotiated a settlement, as more particularly described below, of all claims which were asserted by the Parties in the Litigation;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

IT IS HEREBY AGREED:

1. <u>Outcome of 2021 Election</u>: The Association acknowledges and hereby certifies that Figueroa and Bahr are the two candidates receiving the highest number of votes in the 2021 annual election and, therefore, are elected to the Board of Directors. Upon the Parties' execution of this Agreement and dismissal of the litigation, which shall not be unreasonably delayed or protracted, Figueroa and Bahr will take their seats as board members.

2. <u>Appointed Board Members</u>. Upon the Parties' execution of this Agreement and dismissal of the litigation, which shall not be unreasonably delayed or protracted, the appointments of Joseph Orr and Tony Cancilla shall terminate and they shall cease to be board members unless they are elected or appointed at a later date.

EXHIBIT 4

3. Composition of the Board. Figueroa acknowledges that the number of Directors on the Board of Directors expanded from three to five seats and that, upon the seating of Figueroa and Bahr, there will be two vacant board seats. After executing this Agreement, the new Board shall be free to discuss and deliberate at an open Board meeting whether, how, and with whom to fill the two vacant seats.

4. Stipulation to Dismissal of Litigation: The Parties agree to vacate all depositions and the evidentiary hearing in this matter and, upon execution of this Agreement, will dismiss the Litigation with prejudice upon the delivery of the Settlement Funds described in section 5 of this Agreement.

5. Monetary Settlement Amount. In exchange for the Figueroa's dismissal of the Litigation with prejudice and within twenty (20) days of execution of this Agreement, the Association agrees to tender to Figueroa the sum of Seventeen Thousand Dollars ($17,000) as payment in full of Figueroa's attorneys' fees and costs in this matter ("Settlement Funds"). Payment shall be made payable to the Dessaules Law Group and sent to the following address:

Dessaules Law Group
Attn: Jonathan A. Dessaules
5343 North 16th Street, Suite 200
Phoenix, Arizona 85016

6. Release of Claims: In further consideration of the terms, conditions and covenants contained in this Agreement, the Parties unconditionally release, acquit, and forever discharge one another, their agents, attorneys, accountants, employees, heirs, assigns, successors, predecessors, insurers, and affiliated companies, its/their past and present directors, officers, members, shareholders, agents, and their respective spouses, from any and all claims, demands, actions, causes of action, damages, costs, expenses, and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, that arise from or are related to the Litigation. Notwithstanding anything to the contrary herein, all Parties shall remain bound by the Association's Declaration, Bylaws, and other governing documents.

7. Representations and Warranties: The Parties represent and warrant that (a) they are executing this Agreement as their free and voluntary act after independent investigation and without fraud, duress or undue influence; (b) they understand the terms and legal significance of this Agreement, and that the terms of this Agreement are contractual and are not merely recitations or representations; (c) they are executing this Agreement after the opportunity to confer with legal counsel of their choice and are not relying and have not relied on any representations or statements other than those representations or statements specifically set forth in this Agreement; and (d) they have the sole right and exclusive authority to execute this Agreement, and have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims referenced in this Agreement.

8. No Admission of Liability: The execution of this Agreement shall not be construed as an admission of liability or fault by any Party. Any and all liability is expressly denied by all Parties.

9. Choice of Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona, and any action for the breach of this Agreement, or the enforcement thereof, shall be brought only in a court of competent jurisdiction in Maricopa County, Arizona.

10. Attorney's Fees: In the event any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to it under Arizona law consistent with its rights under this Agreement, including specific performance. In the event an action is brought against a party to enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable expenses, including, but not limited to, all reasonable attorneys' fees and costs.

11. No Oral Modification: The terms of this Agreement may only be modified in a writing signed by the Parties.

12. Complete Agreement: This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all other written or oral exchanges, agreements, or negotiations between the Parties or their representatives. There are not, and have not been, any verbal or other representations, undertakings, agreements, or promises, warranties, or covenants related to this Agreement, which are not expressly set forth herein. This is an integrated Agreement.

13. Severability: To the fullest extent possible, each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared void or unenforceable in all circumstances, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

14. Drafting and Construction: The drafting and negotiation of this Agreement have been participated in by all Parties, and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties. The Parties mutually acknowledge that this Agreement and the related documents have been reviewed by the Parties hereto and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. This language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and the Parties hereby expressly waive any common law or statutory rule of construction that ambiguities should be construed against any party.

15. Captions and Headings: The captions and headings set forth herein are inserted for convenient of the Parties only, and shall not be used to interpret, construe, or in any way affect the meaning of the terms and provisions of this Agreement.

16. Gender. All pronouns and any variation thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as context requires.

17. Cooperation: Each Party agrees to sign and deliver any additional documents and instruments and to perform any additional acts that any other Party may reasonably request, or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

18. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

19. Incorporation of Recitals: The Parties hereby incorporate the Recitals to this Agreement by reference in their entirety and agree that they shall have the force and effect of stipulations of fact.

20. Execution of Agreement: By affixing their signatures below, the parties mutually certify that they have carefully read this Agreement and fully understand its contents.

21. Counterparts: This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

22. Facsimile and Electronic Copies: Further, transmission by facsimile or electronic mail of any signed original document shall be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the dates set forth below.

THE VILLAGES AT AVIANO CONDOMINIUM ASSOCIATION	ELOISE FIGUEROA
By: ______	DocuSigned by: By: Eloise Figueroa 291BB9F54B3E474
Name: ______	Name: Eloise Figueroa
Title: ______	Date: 6/4/2021
Date: ______	

EXHIBIT 5

Community Manager (Manager)
3 months ago • Mar 17, 2021 4:25 pm

2021 Annual Meeting via Zoom

Hello Villages at Aviano Owners:

Please see attached revised Annual Mailer that will be mailed to all Owners.

Please note this Annual Meeting will be held via Zoom as mentioned in this mailer.

Very Respectfully,

Michael Sgro CAAM®
Community Manager

THE VILLAGES AT AVIANO CONDOMINIUM ASSOCIATION

c/o Brown Community Management, Inc.
7255 E. Hampton Ave. #101, Mesa, AZ 85209
Phone: 480-539-1396 ~ Fax: 480-889-5087
www.BrownManagement.com

ABSENTEE BALLOT

There are two (2) director positions available for this election to the Board of Directors of the Villages at Aviano Condominium Association, to be held at the Annual Meeting on Tuesday, April 13, 2021. Sign-in will begin at 5:45 pm and the meeting will commence at 6:00 pm via Zoom. Please vote for two (2) candidates.

If you would like to run for one of the positions you may nominate yourself at the meeting, as nominations will be accepted from the floor. Each household gets one vote for each of the two open positions. Please vote for two different people.

VOTE (CHECK OFF)	CANDIDATES NAMES	
☐	Linda Bahr	Write-in: ______________
☐	Tony Cancilla	Write-in: ______________
☐	Eloise Figueroa	
☐	Bob Lenhard	
☐	Joseph Orr (Incumbent)	
☐	Diane Potter	

Approval of 2020 Annual Meeting Minutes (Enclosed)
I vote to approve the minutes of the previous annual meeting of the Association held on May 5, 2020.
Yes _____ **No** _____

Once you have completed your ballot, please mail, fax, or email it to: The Villages at Aviano Condominium Association, at the above address, fax number, or michael.sgro@brownmanagement.com. Ballots must be received before 3:00 pm on April 13, 2021 in order to be counted. Ballots will also be accepted at the meeting no later than 6:00 pm.

Lot Number: ______________________________

Name (Please Print): ______________________________

Address: ______________________________

Signature: ______________________________

The Association has 392 Members. According to the Associations Bylaws, 10% of those eligible to vote constitutes a quorum in order for the meeting to be held. Therefore, 40 Homeowners (if all 392 members are in good standing) must be represented, in person or by absentee ballot, at this Annual Meeting in order for it to be officially recognized. So, if you are unable to attend the meeting please return your signed absentee ballot to the above address to be used for quorum.

PLEASE NOTE: This ballot is valid only for this election of the Board of Directors and expires immediately after the completion of the election. This ballot is valid for the purpose of establishing quorum. This ballot is irrevocable once submitted.

THE VILLAGES AT AVIANO CONDOMINIUM ASSOCIATION
2021 ANNUAL MEETING OF THE MEMBERSHIP
THE CLUBHOUSE AT AVIANO
22500 N. AVIANO WAY, PHOENIX, AZ. 85050
APRIL 13, 2021
5:45 PM – SIGN IN
6:00 - MEETING COMMENCES

AGENDA

I. SIGN-IN

II. ESTABLISH QUORUM

III. CALL MEETING TO ORDER

V. INTRODUCTION OF BOARD OF DIRECTORS/MANAGEMENT

VI. APPROVAL OF ANNUAL MEETING MINUTES FROM 2020

VII. PRESIDENT'S OVERVIEW

VIII. FINANCIAL OVERVIEW

IX. ELECTION
   A. EXPLANATION OF ELECTION
   B. NOMINATIONS FOR THE BOARD OF DIRECTORS
   C. APPOINT INSPECTORS OF THE ELECTION
   D. CAST BALLOTS FOR ELECTION

X. OPEN FORUM

XI. RESULTS FROM ELECTION

XII. ADJOURNMENT

Community Manager (Manager)
3 months ago • Apr 13, 2021 12:19 pm

2021 Annual Meeting via Zoom

Hello Owners:

This is another reminder that the Annual Meeting being held via Zoom will not be at the Clubhouse.

If you have not handed in your ballot, please do so by email: michael.sgro@brownmanagement.com or fax (480) 889-5087 by 3:00 pm today. This information was included on the mailer sent to all Owners.

Ballots will not be collected at the Clubhouse this year.

Zoom Meeting Information:
https://zoom.us/j/98463495321?pwd=UHBBT1JCZWlFdUU0bDZSc3FMcmhDUT09

Meeting ID: 984 6349 5321
Passcode: 585098
One tap mobile
+12532158782,,98463495321# US (Tacoma)
+13462487799,,98463495321# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
Meeting ID: 984 6349 5321
Find your local number: https://zoom.us/u/abqjdrwx7

View Attachment (PDF)

You have 3 options for Joining the Zoom Meeting:

1. Computer
Click on the link:
Visit www.Zoom.com
Select "Join a Meeting"
Meeting ID: 984 6349 5321
Passcode: 585098

2. Via Telephone
+1-669-900-9128
Meeting ID: 984 6349 5321
Passcode: 585098

3. Via Zoom App on your Telephone or Tablet
Meeting ID: 984 6349 5321
Passcode: 585098

It is recommended that after you have connected to the meeting, place your phone/device on **MUTE to not pick up the background noise.**

When you log in via the app or online, please put your name where your phone number is or in the Name field so we can identify the attendee.

Due to the teleconference meeting parameters, open forum will be available for each owner to speak for 3 minutes. If you would like to share a question or comment for the meeting, you are welcome to send this to the Community Manager Michael Sgro via email at michael.sgro@brownmanagement.com and this can be read during the meeting as well.

EXHIBIT 6

Zoom Board Meeting Scheduled f/Friday, June 25, 2021 at 6:00 PM.

The Villages at Aviano <thevillagesataviano@nabrnetwork.com>

Wed 6/23/2021 1:46 PM

To: jouxsonmeyers@outlook.com <jouxsonmeyers@outlook.com>

Village Connection

The Villages at Aviano

Association News

Posted by Community Manager (Marshall Chess) on Jun 23, 2021 1:45 pm

Zoom Board Meeting Scheduled f/Friday, June 25, 2021 at 6:00 PM.

Topic: Villages at Aviano - Board Meeting - Open Session
Time: Jun 25, 2021 06:00 PM Arizona .

Join Zoom Meeting
https://zoom.us/j/99776077555?pwd=aTkwWGZaak9sV1ovV2UzVlE4d3c2QT09

Meeting ID: 997 7607 7555
Passcode: 638009
One tap mobile
+16699009128,,99776077555# US (San Jose)
+12532158782,,99776077555# US (Tacoma)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
Meeting ID: 997 7607 7555
Find your local number: https://zoom.us/u/aerD70gPxM

EXHIBIT 6

The Board will also meet in closed Executive Session prior to the meeting to discuss such items so allowed by AZ law.

In accordance with the Governing Documents, the meeting cannot occur unless a quorum is achieved; a majority (three) of the prescribed number of directors (five) being in attendance.

EXHIBIT 7

BROWN
Community Management, Inc.

Villages at Aviano Condominium Association
Special Board Meeting Minutes
April 8, 2021

I. CALL TO ORDER
- The meeting was called to order by Board President Tony Basuini at 1:38 pm.

II. QUORUM
- Quorum was met with 2 of the 2 Board Members in attendance.
- Board Members in attendance: Tony Basuini and Joe Orr.
- Also in attendance was Michael Sgro, Community Manager with Brown Community Management.

III. NEW BUSINESS
- Discuss the Increase of Directors to Serve on the Board: Motion made by Tony and second by Joe to increase to a 5 Member Board. Motions passes.

IV. OPEN FORUM
- Several Homeowners opinions

V. ADJOURNMENT
- With no further business the meeting was adjourned by Board President Tony Basuini at 2:12 pm.

Respectfully Submitted by,
Michael Sgro, Community Manager
Villages at Aviano Condominium Association
Acting Secretary

EXHIBIT 8

BOARD OF DIRECTORS MEETING NOTICE

The Villages at Aviano Open Board Meeting

Friday June 25th, 2021 6 pm-7pm (MST)

VIA GO TO MEETING

THIS MEETING IS FOR HOMEOWNERS ONLY. FOR CALL/LOG IN INFORMATION PLEASE CONTACT ***Eloise Figueroa, 949 933 0717 or*** *figgye30@gmail.com. or* ***Linda Bahr*** lbahravianohoa@gmail.com.

The Board will hold an executive meeting before the scheduled open meeting. The Executive Meeting is closed to Homeowners. Executive Meeting items will include discussion of topics in accordance to A. R. S. 33-1804 (A) Paragraph 3 & 4.

PLEASE, CANCELL AND DISREGARD ANY NOTICE BY BROWN MANAGMENT REFERRENCING A MEETING ON JUNE 25TH. THE MAJORITY OF THE BOARD CODUCTS AND NOTICES MEETINGS. IT IS NOT MANDATORY TO HAVE BROWN MANAGEMENT BE AT ANY HOMEOWNER MEETING.

EXHIBIT 8

AT AVIANO

The Villages at Aviano Board Meeting

Fri, Jun 25, 2021 6:00 PM - 7:00 PM (MST)

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/876896565

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 876-896-565

o GoToMeeting? Get the app now and be ready when your first meeting st
https://global.gotomeeting.com/install/876896565

Fwd: Meeting

Conrad Kampp <conradkampp@gmail.com>
Wed 12/29/2021 2:37 PM
To: Arleen Meyers <jouxsonmeyers@outlook.com>

Here you go...

---------- Forwarded message ---------
From: **Tony Basuini** <tonybasuini@sbcglobal.net>
Date: Thu, Jun 24, 2021 at 2:32 PM
Subject: Meeting
To: Conrad Kampp <conradkampp@gmail.com>

The below came rom Eloise.

Directors,

Please, disre5 pgard Brown's notice of the June 25th Board meeting. It appears Mr. Northorp does not understand how to conduct and notice the proper meeting.

Linda Bahr and I will host the meeting at the following

https://global.gotomeeting.com/join/876896565

Dial in 1 646 749 3122
access code 876 896 565

5 pm Executive meeting
6 pm open

EXHIBIT 9

THE VILLAGES AT AVIANO CONDO ASSOCIATION
Board of Directors Open Meeting Minutes
June 25, 2021 - 6pm
Via Teleconference

Board Members Present: President/Treasurer: Eloise Figueroa, Vice President/Secretary: Linda Bahr,

Board Members Absent: Director/Member: Tony Basuini

I. **Call to Order**: The meeting was called to order by Board President Eloise Figueroa at 6:01 pm.

II. **Board Positions:** Eloise moved nominate herself as President. The motion was seconded by Linda and carried unanimously. Eloise moved to nominate Linda as VP. The motion was seconded by Linda and carried unanimously. Linda moved to nominate Eloise as Treasurer. The motion was seconded by Eloise and carried unanimously. Eloise moved to nominate Linda as Secretary. The motion was seconded by Linda and carried unanimously.

III. **Review/Approval Meeting Minutes:** Tabled for further review.

IV. **Financial Statement Review:** Tabled for further review.

V. **Old Business: None**

VI. **New Business:**

- **Committees:** Eloise moved to dissolve the committees as of tonight and appoint herself as the Arc chair. The motion was seconded by Linda and carried unanimously.
- **Parking Permits:** Linda moved to put all parking variance on hold until the parking policy can be revised. The motion was seconded by Eloise and carried unanimously.
- **Management Contract:** Brown Management has issued their notice of cancellation for Aviano. The Board of Directors accepted the resignation of Brown Management with the final day being July 31, 2021. The Board discussed the other management contracts received earlier this year along with an additional one received. Eloise moved to approve the contract provided by PMG Services. The motion was seconded by Linda and carried unanimously.
- **Association Legal Representation:** The Board reviewed the attorney fee rate sheets. Eloise moved to hire Beth Mulcahy as collections and general counsel for the association. The motion was seconded by Linda and carried unanimously.
- **Governing Document Amendments:** Eloise moved to approve sending the CC&R's and By-Laws over to the association attorney for review and amendment. The motion was seconded by Linda and carried unanimously.
- **Board Resolutions:** The Board adopted the following policies: Code of Ethics, Board Liaison to Vendors, and 2 Board Member Signatory on all checks. Eloise moved to dissolve the Department of Real Estate Resolution. The motion seconded by Linda and carried unanimously.
- **Community Projects:** Eloise moved to approve a price not to exceed $1500 to do sidewalk R&R to get started. The motion was seconded by Linda and carried unanimously.
  Eloise moved to approve a price not to exceed $5000 to start the paver repair. The motion was seconded by Linda and carried unanimously.

EXHIBIT 9

VII. **Adjournment:** Without further business to discuss the meeting adjourned at 7:22p.m.

EXHIBIT 10

From: Carol Lehan <Carol.Lehan@bhhsamb.com>
Sent: Thursday, December 9, 2021 10:01 AM
To: Diane Potter <potterdiane@yahoo.com>; Conrad Kampp <conradkampp@gmail.com>; tony cancilla <tony.cancilla@gmail.com>; Arleen Meyers <jouxsonmeyers@outlook.com>
Subject: Re: Minutes

From Brown...

Carol-

We don't have any Draft minutes from the 2021 Annual. We should. Perhaps the departed manager simply didn't get them done in time or saved to the drive in time. Or perhaps the meeting never actually took place? I don't know, and Michael Sgro is reportedly living in Connecticut these days.

Wish I had a better answer. Consolation prize: All open session minutes from 2020, attached, and the mailer from the 2021 Annual. Enjoy.

I feel my blood pressure increasing just thinking about all this again...

...Looks like this is all Brown has regarding an annual meeting 2021. If there's no record of it I guess it didn't happen. Should we have someone ask PMG for it or wait?

Carol

Carol Lehan
Associate Broker
BHHS Ambassador Real Estate
10404 Essex Court, Suite 200
Omaha, NE 68114
(402) 630-4230 (cellular)
carollehan.bhhsamb.com

EXHIBIT 10

To: Diane Potter <potterdiane@yahoo.com>; Conrad Kampp <conradkampp@gmail.com>; tony cancilla <tony.cancilla@gmail.com>; Arleen Meyers <jouxsonmeyers@outlook.com>
Subject: Re: Minutes

Brown added this...

I've since gotten a clarification on why we lack minutes from the 2021 Annual Meeting. President Tony cancelled it as it was scheduled to start; it never took place. Ouch. We had been on board merely a few days at the time.

Seems like the meeting didn't happen, right Tony?

Carol

Carol Lehan
Associate Broker
BHHS Ambassador Real Estate
10404 Essex Court, Suite 200
Omaha, NE 68114
(402) 630-4230 (cellular)
carollehan.bhhsamb.com

EXHIBIT 11

ABSENTEE BALLOTS VOTED FOR FIGUEROA & DELIVERED TO BCMI BEFORE APRIL 13, 2021										
SCT.		BALLOT #	UNIT #	UPS FAX	OfficeMax #6129	BCMI Stamp	DATE	TIME	EF	
A.	1	2	1037	4805134850			3/19/2021	12:32 PM	X	
	2	41	1036	4805134850			3/19/2021	12:32 PM	X	
	3	42	1206	4805134850			3/19/2021	12:32 PM	X	
	4	51	1138	4805134850			3/19/2021	12:32 PM	X	4
B.	5	6	1081	4805134850			3/20/2021	13:36 PM	X	
	6	7	1058	4805134850			3/20/2021	13:36 PM	X	
	7	32	1115	4805134850			3/20/2021	13:36 PM	X	
	8	33	1068	4805134850			3/20/2021	13:36 PM	X	4
C.	9	30	1015		OfficeMax 6129		3/21/2021	2:18 PM	X	
	10	31	1300		OfficeMax 6129		3/21/2021	2:18 PM	X	
	11	49	1283		OfficeMax 6129		3/21/2021	2:18 PM	X	
	12	50	1299		OfficeMax 6129		3/21/2021	2:18 PM	X	
	13	27	1219		OfficeMax 6129		3/21/2021	2:26 PM	X	
	14	28	1303		OfficeMax 6129		3/21/2021	2:26 PM	X	
	15	29	1302		OfficeMax 6129		3/21/2021	2:26 PM	X	
	16	48	1301		OfficeMax 6129		3/21/2021	2:26 PM	X	
	17	25	1109		OfficeMax 6129		3/21/2021	2:30 PM	X	
	18	26	1177		OfficeMax 6129		3/21/2021	2:30 PM	X	
	19	22	1233		OfficeMax 6129		3/21/2021	2:33 PM	X	
	20	23	1311		OfficeMax 6129		3/21/2021	2:33 PM	X	
	21	24	1315		OfficeMax 6129		3/21/2021	2:33 PM	X	
	22	64	1236		OfficeMax 6129		3/21/2021	2:33 PM	X	
	23	21	1010		OfficeMax 6129		3/21/2021	2:37 PM	X	
	24	105	1316		OfficeMax 6129		3/21/2021	2:37 PM	X	
	25	106	1318		OfficeMax 6129		3/21/2021	2:37 PM	X	
	26	63	1011		OfficeMax 6129		3/21/2021	2:40 PM	X	
	27	104	1005		OfficeMax 6129		3/21/2021	2:40 PM	X	19
D.	28	20	1243	4805134850			3/22/2021	12:49 PM	X	
	29	98	1075	4805134850			3/22/2021	12:49 PM	X	
	30	99	1117	4805134850			3/22/2021	12:49 PM	X	
	31	100	1135	4805134850			3/22/2021	12:51 PM	X	
	32	101	1140	4805134850			3/22/2021	12:51 PM	X	
	33	102	1053	4805134850			3/22/2021	12:51 PM	X	6
E.	34	52	1189	4805134850			3/24/2021	12:52 PM	X	
	35	83	1279	4805134850			3/24/2021	12:52 PM	X	
	36	84	1261	4805134850			3/24/2021	12:52 PM	X	
	37	85	1079	4805134850			3/24/2021	12:57 PM	X	
	38	86	1088	4805134850			3/24/2021	12:57 PM	X	5
	39	74	1052			X	3/24/2021		X	1
F.	40	140	1323			X	3/25/2021		X	1
G.	41	145	1374			X	3/26/2021		X	
	42	147	1077			X	3/26/2021		X	2

EXHIBIT 11

ABSENTEE BALLOTS VOTED FOR FIGUEROA & DELIVERED TO BCMI BEFORE APRIL 13, 2021										
SCT.		BALLOT #	UNIT #	UPS FAX	OfficeMax #6129	BCMI Stamp	DATE	TIME	EF	
H.	43	136	1167	4805134850			3/29/2021	4:41 PM	X	
	44	137	1350	4805134850			3/29/2021	4:41 PM	X	
	45	65	1365	4805134850			3/29/2021	4:42 PM	X	
	46	66	1335	4805134850			3/29/2021	4:42 PM	X	
	47	67	1291	4805134850			3/29/2021	4:42 PM	X	
	48	59	1141	4805134850			3/29/2021	4:45 PM	X	6
	49	138	1234			X	3/29/2021		X	
	50	151	1218			X	3/29/2021		X	
	51	154	1312			X	3/29/2021		X	
	52	155	1019			X	3/29/2021		X	
	53	156	1169			X	3/29/2021		X	
	54	157	1250			X	3/29/2021		X	
	55	158	1320			X	3/29/2021		X	
	56	159	1366			X	3/29/2021		X	
	57	160	1064			X	3/29/2021		X	
	58	161	1121			X	3/29/2021		X	
	59	163	1132			X	3/29/2021		X	11
I.	60	134	1342	4805134850			3/30/2021	5:54 PM	X	1
J.	61	168	1367			X	3/31/2021		X	
	62	170	1259			X	3/31/2021		X	
	63	171	1237			X	3/31/2021		X	3
K.	64	180	1065			X	4/1/2021		X	1
L.	65	127	1353	4805134850			4/3/2021	3:26 PM	X	
	66	128	1272	4805134850			4/3/2021	3:26 PM	X	
	67	129	1044	4805134850			4/3/2021	3:26 PM	X	3
M.	68	166	1029			X	4/5/2021		X	
	69	167	1235			X	4/5/2021		X	
	70	182	1006			X	4/5/2021		X	3
										70

EXPLANATIONS:

1. Petitioner assigned a ballot number 1-182 to copies of voted absentee ballots ("ABs") BCMI produced to Petitioner on or around April 30, 2021. The unit number appears on each AB; Also any notation of date, time and manner by which BCMI received the AB from the voter. 2 ABs were duplicates; 99 had no notation of receipt by BCMI; and 81 noted receipt by BCMI by means summarized in this sptreadsheet. This spreadsheet tabulates Petitioner's review of 70/81 ABs voted for Figueroa and recieved by BCMI before the assigned deadline.

2. Fax number: 4805134850 is that of the UPS Store located about 1 mile from The Villages at Aviano at 21001 N. Tatum Blvd, Suite 1630, Desert Ridge. The practice at this store is for the UPS attendant to fax the batch of documents for the customer.

3. OfficeMax Store #6129 is located about 7 miles from The Villages at Aviano at the Village Fair Power Center, 12841 N. Tatum Drive, Phoenix 85032. At this OfficeMax Store, the customer faxes their documents themselves. This location is about 1/2 mile from a condominium complex in which Figueroa is believed to own a condo unit.

4. It is unclear how those ABs that were date-stamped as received by BCMI were delivered to BCMI. The stamp provided a date received but no time or means of delivery: by mail, fax, or email to Michael Sgro. The BCMI office is about 40 miles away from The Villages at Aviano and the AB did not provide for in-person or hand-delivery.

VII. **Adjournment:** Without further business to discuss the meeting adjourned at 7:22p.m.