

BYLAWS OF
CHENEY RANCH HOMEOWNERS' ASSOCIATION

ARTICLE I

Definitions

The following words, where used in these Bylaws, shall be defined as set forth in this Article I.

Section 1.1. "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.2. "Association" shall mean Cheney Ranch Homeowners' Association, an Arizona nonprofit corporation, its successors and assigns.

Section 1.3. "Board" shall mean the Board of Directors of the Association.

Section 1.4. "Bylaws" shall mean these Bylaws of Cheney Ranch Homeowners' Association.

Section 1.5. "Common Amenities" shall mean the perimeter walls, perimeter landscaping, lighting, and signs, if any, and such other amenities as defined in the Declaration.

Section 1.6. "Declarant" shall mean White Mountain Development Company, an Arizona corporation, its successors and assigns.

Section 1.7. "Declaration" shall mean the several Declarations of Covenants, Conditions and Restrictions for Cheney Ranch recorded with the Navajo County, Arizona, Recorder for each Unit of Cheney Ranch, as amended from time to time, a current listing of which shall be kept with the official records of the Association.

Section 1.8. "Director" shall mean a member of the Board.

Section 1.9. "Lot" shall mean any numbered plot of land shown on any recorded subdivision plat for a Unit of Cheney Ranch.

Section 1.10 "Member" shall mean the holder of the fee simple title to a Lot as shown from time to time in the property records of the Navajo County, Arizona, Recorder; provided, however, that "Member" also shall include the holder of equitable title to any Lot, including a purchase under a contract for conveyance of real property, for which real title is held of record by another person, including a seller under a contract for conveyance of real property or a trustee as security for the performance of an obligation, and such person holding title as security shall not be deemed a "Member". "Member" also shall mean "Owner" as defined in the Declaration.

Section 1.11. "Property" shall mean all Units of Cheney Ranch for which a Declaration and a recorded subdivision plat have been recorded with the Navajo County, Arizona, Recorder.

Section 1.12. "Unit" shall mean certain real property for which a subdivision plat entitled "CHENEY RANCH" has been recorded with the Navajo County, Arizona, Recorder, a current listing of which shall be kept with the official records of the Association.

Section 1.13. "Voting Member" shall mean a natural person designated to represent a Member pursuant to Section 3.5 below.

ARTICLE II

Plan of Lot Ownership

Section 2.1 - Personal Application. All present or future Owners, tenants, future tenants, or their agents or employees, or any other person who might use a Lot or any Common Amenities in any manner, are subject to the regulations of these Bylaws.

Section 2.2 - Nonprofit Corporation. The Association is an Arizona nonprofit corporation and shall operate pursuant to applicable provisions of the Arizona Revised Statutes and of the Internal Revenue Code of 1986 regarding nonprofit corporations.

ARTICLE III

Membership

Section 3.1 - Membership. Every Owner of a Lot shall be a Member of the Association and every Member shall be an Owner of a Lot. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 3.2 - Classes of Membership. The Association shall have two (2) classes of Membership:

A. Class "A" Members shall be all Owners, with the exception of the Declarant, and each shall be entitled to one Class "A" vote for each Lot owned.

B. The Class "B" Member shall be the Declarant, who shall be entitled to one Class "B" vote for each Lot owned. The Class "B" Membership shall cease and be converted to Class "A" Membership when the total number of votes outstanding in the Class "A" Membership equals the total number of Lots within the Property or upon recording of a notice of conversion to Class "A" Membership by the Declarant with the Navajo County, Arizona, Recorder, whereupon the Declarant shall be entitled to one Class "A" vote for each Lot owned.

Section 3.3 - No Fractional Voting. The vote for each Lot must be cast as a unit, and fractional votes shall not be allowed. When more than one person holds an interest in a Lot, all such persons shall be Members. The one vote for each Lot shall be exercised as any joint Owners among themselves determine, but no more than one vote shall be cast for any Lot. If joint Owners cannot agree among themselves as to how to cast a vote, they shall lose their right to vote on the matter in question. If more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 3.4 - Majority. A "majority of Members" in these Bylaws shall mean those Members holding fifty-one percent (51%) or more of the Class "A" votes and the Class "B" votes, if any, in the Association. A majority of Members shall decide any question unless the Declaration, the Articles, these Bylaws, or applicable law shall provide otherwise.

Section 3.5 - Designation of Voting Member. If a Lot is owned by more than one natural person, or by a legal entity other than a natural person, the natural person entitled or authorized to cast the vote for the Lot so owned shall be designated a "Voting Member" in a writing filed with the Secretary of the Association. Where a Lot is so owned, a Voting Member is not designated, and only one Owner of such Lot is present at a meeting, the person present may cast the vote, just as though such Owner owned the Lot individually, without establishing the concurrence of the absent Owner(s).

Section 3.6 - Good Standing. A Member must be in good standing with the Association, not subject to discipline, limitation, or suspension of voting privileges, to vote on any matter before the Members. If any joint Owner is not in good standing with the Association, all other joint Owners with an interest in said Lot will lose their right to vote until all joint Owners with an interest in such Lot return to good standing.

ARTICLE IV

Meetings of Members

Section 4.1 - Place. All meetings of the Members shall be held at the Association's principal office or at such other place and time as shall be designated by the Board and stated in the notice of meeting.

Section 4.2 - List of Members. The Secretary of the Association shall prepare, at least ten (10) days before every meeting of Members, a complete list of the Members authorized to vote, arranged in alphabetical order, and showing the address and the number of Membership interests registered in the name of such Member. Any Member may examine such list, for any purpose germane to the meeting, during ordinary business hours beginning at least ten (10) days prior to the meeting. The list also shall be produced and kept at the time and place of the meeting and may be inspected by any Member present during the meeting.

Section 4.3 - Notices. The Secretary shall mail a notice of each annual or special meeting of Members, stating the time and place thereof, at least fifteen (15) days prior to such meeting. Notices of any special meeting shall state the purpose thereof. All notices shall be mailed to the address of the Member as it appears on the books of the Association. Each Member is responsible for notifying the Secretary in writing of any changes of address.

Section 4.4 - Annual Meeting. An annual meeting of Members shall be held at the Association's principal office in Navajo County, Arizona, on the first Wednesday in January of each year, or at such date as the Members shall determine at the first annual meeting, for the purpose of electing Directors and transacting other business authorized by the Members.

Section 4.5 - Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by the President, by a majority of the Board, by the Class "B" Member, or upon written request of fifteen percent (15%) of the Class "A" Members entitled to vote.

Section 4.6 - Quorum. At any meeting of Members, the Class "B" Member and ten percent (10%) of the Class "A" Members entitled to vote at the meeting, present in person, represented by proxy, or having voted by mail, shall constitute a quorum for the transaction of business except as otherwise provided by statute, the Declaration, or the Articles.

Section 4.7 - Voting. A Member may vote by proxy or by mail by submitting a written proxy or mail vote to the Secretary

before or at the time of the meeting. No mail vote or proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the mail vote or proxy.

Section 4.8 - Irregularities. All information and irregularities in calls or notices of meetings, manner of voting, form of proxies, mail voting, credentials, and method of ascertaining those present shall be deemed waived if no objection is made at the meeting or if waived in writing either before or after the meeting.

Section 4.9 - Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting, or to make a determination of Members for any other purpose, the Board of Directors may provide that the Membership books shall be closed for a stated period not to exceed fifteen (15) days prior to the event concerned.

Section 4.10 - Adjourned Meeting. If a quorum is not present at any meeting of the Members, the Members present, either in person or by mail or proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE V

Board of Directors

Section 5.1 - Membership. The Board shall consist of not less than three (3) nor more than seven (7) members who shall be elected at each annual meeting by the Members of this Corporation to serve until the next annual meeting of Members or until a successor is duly elected and qualified. Until the termination of the Class "B" Membership, however, the Class "B" member shall have the sole power to elect, remove, or replace members of the Board. Following termination of the Class "B" Membership, each Director shall be an Owner or a Voting Member.

Section 5.2 - Organizational Meeting. The organizational meeting of the Board shall be held at such place and at such time as determined by the initial Directors named in the Articles within one (1) year of approval of the Articles by the Arizona Corporation Commission.

Section 5.3 - Removal of Directors. At any time after the termination of the Class "B" Membership, any one or more of the Directors may be removed with or without cause by the affirmative vote of not less than two-thirds (2/3) of the Class "A" members present or voting at a meeting at which a quorum is present, and a successor then may be elected to fill the vacancy.

Section 5.4 - Other Vacancies on Board of Directors. If any Directorship becomes vacant for any other reason the removal by the Members pursuant to Section 5.3 above, a majority of the remaining Directors, though less than a quorum, shall choose a successor, who shall hold office for the balance of the unexpired term.

Section 5.5 - Disqualification and Resignation of Directors. Any Director may resign at any time by sending written notice of such resignation to the President or Secretary. Unless otherwise specified in the resignation or if a different effective date is determined by the Board, such resignation shall take effect upon receipt by the Secretary. Except in the case of injury, illness, or similar circumstances, more than three (3) consecutive absences from regular meetings of the Board automatically shall constitute a resignation effective as of the conclusion of the last missed meeting. If a Director ceases to be an Owner or a Voting Member, his Directorship immediately and automatically shall terminate. No Member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any Assessment, and said delinquency automatically shall constitute a resignation. Subsequent payment of the delinquent Assessment shall not automatically entitle the resigned Director to reappointment to the Board.

Section 5.6 - Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as the Board may designate. Nonetheless, notice of such regular meetings shall be given to each Director personally or by mail, telephone, or telegraph at least five (5) days prior to the day of such meeting.

Section 5.7 - Powers and Duties. The Board shall have all powers and such duties as necessary for the administration of the affairs of the Association. These powers shall include the following:

A. To make "Assessments" as defined and authorized by the Declaration, to collect Assessments, and to use and expend the Assessments and any other proceeds or assets of the Association to carry out the purposes and powers of the Association;

B. To employ, dismiss, and control the personnel necessary for the maintenance and operation of the Property and the Common Amenities, including the right and power to employ attorneys, accountants, contractors, and other professionals as needed;

C. To make and amend Rules and Regulations governing the operation and use of the Common Amenities, the use and maintenance of the Lots, and any other subjects necessary or

appropriate to encourage the fullest enjoyment of the Property, including, but not limited to, Rules and Regulations applicable to renters which shall be incorporated by reference in any lease of a Lot by an Owner;

D. To manage the business affairs of the Association or to contract for all or part of such management;

E. To maintain, repair, replace, and operate the Common Amenities or property owned by the Association;

F. To reconstruct any improvements owned by the Association after casualty loss;

G. To enforce by legal means, if necessary, the provisions of the Declaration, the Articles, the Bylaws, the Rules and Regulations of the Association, and other documents and laws respecting the Association and the Property;

H. To pay any taxes and assessments which are liens against any part of the Common Amenities or other property of the Association, and to assess the same against the Lots subject to such liens;

I. To pay the cost of all power, water, sewer and other utility services rendered to the Property and not metered and billed to individual Lots;

J. To select the officers of the Association as provided in Article VI, and

K. To delegate any portion of its powers and duties to a committee established pursuant to Section 6.6 below, or to a managing Director, on such terms and conditions as the Board shall determine.

Section 5.8 - Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone, 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-thirds (2/3) of the Directors.

Section 5.9 - Waiver of Notice. Before, at, or after any meeting of the Board, any Director, in writing, may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall act as a waiver of notice unless attendance is solely for the purpose of protesting insufficiency of notice. If all the Directors are present at any

meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 5.10 - Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.11 - Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds, and all other persons designated by the Declaration, shall furnish adequate fidelity bonds or coverage. The premiums on such bonds or coverage shall be paid by the Association.

ARTICLE VI

Officers

Section 6.1 - Elective Officers. The principal officers of the Association shall be the President, Secretary, and Treasurer and also may include one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. Each officer shall be an Owner or a Voting Member.

Section 6.2 - Term. Officers of the Association shall hold office until their successors are chosen and qualify. If any office becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 6.3 - President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board. He shall have executive powers and general supervision over the affairs of the Association.

Section 6.4 - Secretary. The Secretary shall issue notices of all meetings of the Members, shall attend and keep the minutes of the same, and shall have charge of all of the Association's books, records, and papers.

Section 6.5 - Treasurer. The Treasurer shall have custody of and shall keep full and accurate account of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be

designated from time to time by the Board. The Treasurer may delegate the collection, deposit, and disbursement of monies by establishing a reasonable method of accounting to be approved and reviewed by the Board.

Section 6.6 - Other Officers and Committees. The Board shall have the power to designate such other officers and such standing or ad hoc committees of such duration as the Board deems proper and appropriate, to have such powers and duties as delegated or directed by the Board. All members of such committees shall be Owners or Voting Members.

ARTICLE VII

Fiscal Management

Section 7.1 - Determination of Assessments. The Board shall cause the preparation of an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated expenses for the Association and cash requirements for the year; the estimated net available cash income for the year from the operation or use of any of the Common Amenities or other assets of the Association, and an adequate reserve for contingencies, maintenance, repairs, and replacements, all as determined by the Board. The estimated annual budget shall not include those utility or other expenses which are the obligation of the individual Owners. To the extent that the Assessments and other income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall be taken into account in determining the annual budget.

Section 7.2 - Amount. Each Lot shall pay its pro rata share of the total annual Assessment as required by the Declaration.

Section 7.3 - Budget. The estimated annual budget for each fiscal year shall be approved by the Board, and copies shall be furnished by the Board to each Member.

Section 7.4 - Statement of Assessment. The Board shall cause to be sent to each Owner on or before the first day of December a statement of the regular annual Assessment (which may be divided into monthly Assessment payments) for each Lot for such year, but the failure to send or to receive the annual statements shall not relieve any Owner of his obligation to pay any Assessments on or before the due date. All Assessments shall be due and payable at such time as the Board may designate. All Assessments shall be made payable to the Association. If the Board shall not approve an estimated annual budget, shall fail to determine the Assessments for any year, or shall be delayed in

doing so, each Owner shall continue to pay at the current rate and on the current schedule.

Section 7.5 - Additional Assessments. In addition to the foregoing regular Assessments, the Board may levy additional annual Assessments to meet expenses if such Assessments become necessary or desirable during the year. The Board also may levy Special Assessments as authorized by and in accordance with the Declaration. Such Assessments shall be payable upon such notice as the Board may determine.

Section 7.6 - Obligation. No Owner shall be relieved of his obligation to pay Assessments for his Lot by abandoning or not using his Lot or any of the Common Amenities. Any Owner becoming such after the commencement of the year shall pay his Lot's Assessments as such become due, shall pay any Special Assessment made on or after the date he becomes an Owner, and shall be jointly and severally liable, except as otherwise provided in the Declaration, with the preceding Owner of such Lot for any and all Assessments against the preceding Owner and the Lot which are unpaid and delinquent when the Owner becomes an Owner.

Section 7.7 - Nonpayment of Assessments. An Assessment which is not paid when due is delinquent. Whenever an Assessment is delinquent, the Board may invoke, at its option, any or all of the sanctions provided for herein or in the Declaration, or any other reasonable sanction to compel its prompt payment:

A. Interest. If any Assessment is not paid within ten (10) days after it becomes due and payable, interest at the rate of eighteen percent (18%) per annum, or at such other rate as the Board may determine, shall be assessed on the amount owing from the date due until paid.

B. Late Charge. The Board, in its discretion, may require an Owner (and any predecessor in interest who was in arrears at the time of a voluntary conveyance) to pay a late charge, in an amount to be determined by the Board, for delinquency in the payment of Assessments which are five (5) days or more overdue.

C. Suspension of Vote. The Board shall suspend for the entire period during which an Assessment remains delinquent the obligated Owner's right to vote on any matter at regular or special meetings of the Association or of the Board or any committee if such Owner is a Director or committee member.

D. Suspension of Privileges. The Board may also suspend for the entire period during which an Assessment remains delinquent the obligated Owner's right to use any of the Common Amenities.

E. Enforcement of Lien. The Board of Directors may proceed as authorized by Section 7.8 or the Declaration to institute an action at law for a money judgment or other proceeding to recover the amount of the delinquent Assessment, interest, and late charges, if any.

Section 7.8 - Lien. Every Owner shall pay his Lot's respective Assessment in the manner provided. Such Assessments, together with any interest, late charges, and costs of collection as provided for in the Declaration, until paid shall be a charge against and continuing Lien upon the Lot against and for which such Assessment is made. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration, these Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments, interest, late charges, and costs of collection thereof including reasonable attorneys' fees.

Section 7.09 - Suit. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosure or waiving any lien securing the same. In any legal action against an Owner to enforce payment of any unpaid Assessments or otherwise to secure compliance with the provisions of these Bylaws, the Articles, the Declaration, or applicable law, the Association, upon prevailing, shall be entitled to reimbursement from the Owner for all costs and expenses incurred thereon including, but not limited to, reasonable attorneys' fees.

Section 7.10 - Records and Statements of Account. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures affecting the Common Amenities and the Property and specifying and itemizing the expenses incurred. All records authorizing payments shall be available for examination by the Members during business hours or as designated by the Board. The Association, within ten (10) days of receipt of a written request, shall furnish to each Owner a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

Section 7.11 - Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Amenities or property of the Association rather than against a particular Lot only. When less than all of the Owners are responsible for such lien or encumbrance, they shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses including, but not limited to, reasonable attorneys' fees incurred by reason of such lien or encumbrance.

Section 7.12 - Fiscal Year. The fiscal year of the Association shall be the calendar year and shall be deemed to

begin at the date of incorporation of the Association. The commencement date of the fiscal year shall be subject to change by the Board in accordance with the Internal Revenue Code of 1986, as amended.

Section 7.13 - Books of Account. Books of account of the Association shall be kept under the direction of the Treasurer on a consistent basis in accordance with generally accepted accounting practices.

Section 7.14 - Contracts. Unless otherwise provided by the Board, all contracts shall be executed on behalf of the Association by the President and countersigned by the Secretary.

ARTICLE VIII

Maintenance and Repair

Section 8.1.- Maintenance. Every Owner must perform promptly all maintenance and repair work on his own Lot as required by the Declaration. Should an Owner fail to perform or perform without due care and diligence the repair or maintenance required by the Declaration, he shall be liable for all damages to the Property caused by such failure.

Section 8.2 - Expense. All the repairs of internal installations of each Lot, including water, light, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Lot, shall be at the respective Owner's expense unless the Declaration requires such to be performed at Association expense. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Amenities or property of the Association damaged through the neglect or act of such Owner.

Section 8.3 - Negligence or Carelessness of Lot Owner. Each Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, agents, employees, pets, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such act, neglect, carelessness, use, misuse, occupancy, or abandonment of any Lot or its appurtenances. The expense of any maintenance, repair, or replacement required shall be charged to the Lot as an Assessment for such Lot.

Section 8.4 - Costs and Attorneys' Fees. In event of default by an Owner of his obligation under the Declaration or these Bylaws, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

Section 8.5 - Additions and Alterations. There shall be no substantial additions or alterations to the Common Amenities or to the property of the Association unless the same are authorized by the Board and ratified by the affirmative vote of the Owners, and if applicable, other parties, as required by the Declaration.

Section 8.6 - Use of Common Amenities. The Common Amenities shall be used for only such purposes as may be permitted by the Declaration and by the Rules and Regulations of and the Association. An Owner shall abide by such Rules and Regulations as the Board from time to time may adopt relating to the time, manner, and nature of the use of the Common Amenities.

Section 8.7 - Limitation of Duty. Notwithstanding the duty of the Association to maintain and repair the Common Amenities and all property of the Association, the Association shall not be liable for injury or damage caused by a latent condition in the Property, or by other Owners or persons.

Section 8.8 - Rules of Conduct. All residents living on the Property shall comply with all Rules and Regulations adopted by the Board of Directors pursuant to the Declaration, the Articles, and these Bylaws.

ARTICLE IX

Amendments

Section 9.1 - Amendment. These Bylaws may be altered, amended, or added to at any duly called meeting of the Members, provided notice of the meeting shall contain a statement of the proposed amendment. Amendment must be approved by a majority of Members voting in person, by proxy, or by mail at any meeting at which a quorum is present.

Section 9.2 - Inconsistencies. These Bylaws shall not be amended to contain any provision which would be contrary to or inconsistent with the Declaration. Any revisions of or purported amendments to these Bylaws contrary to or inconsistent with the Declaration shall be void to the extent of such inconsistency.

ARTICLE X

Indemnification

The termination of Ownership in the Property and/or Membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with the Property and the Association during the period of such Ownership and/or Membership, or impair any rights or remedies which the Association may

have against such former Owner or Member arising out of or in any way connected with such Ownership and/or Membership, and the duties and obligation incident thereto.

ARTICLE XI

Construction

Section 11.1 - Priorities. Any discrepancies or conflicts shall be resolved by giving priority first to the Arizona Revised Statutes or applicable law, second to the Declaration, third to the Articles, fourth to the Bylaws, and fifth to the Rules and Regulations.

Section 11.2 - Disputes. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions or interpretation or application of the provisions of the Declaration, the Articles, or these Bylaws, the determination thereof by the Board shall be final and binding on each and all Owners. If a decision cannot be reached by the Board, such matter shall be decided as set forth in the Declaration.

Section 11.3 - Interpretation. Any use of the masculine gender in these Bylaws shall include the feminine gender, and use of the singular shall include the plural, wherever applicable.

Section 11.4 - Waiver. The failure of the Association to enforce at any time any provision of these Bylaws or to insist on timely performance of any obligation contained herein shall not be construed to be a waiver of such provision or of any other provision or of the right to timely performance of all obligations contained herein.

ARTICLE XII

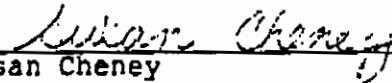
Property Funds and Titles

All funds and the titles of all property acquired by the Association and the proceeds thereof shall be held in trust for the Members of the Association in accordance with the provisions of the Declaration.

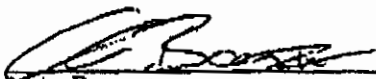
Adopted by the Board of Directors of Cheney Ranch Homeowners' Association, at Navajo County, Arizona, this 31 day of October, 1988.



Jon Cheney



Susan Cheney



Art Bauer