

BY-LAWS
OF
TUCSON COUNTRY CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.01. Definitions. In these By-Laws, unless the context otherwise requires; all definitions shall be as set forth in the Declaration of Covenants, Conditions and Restrictions for Country Crossing, hereinafter referred to as the "Declaration."

ARTICLE II

MEMBERSHIP AND VOTING

Section 2.01.

A. Qualifications. Each Owner (including Declarant) of a Lot, by virtue of being such an Owner and for so long as he/she is such an Owner, shall be deemed a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation, or a lessee or tenant of an Owner or a purchaser or vendee under an executory contract of sale which has not "closed" and/or been recorded in the office of the County Recorder, Pima County, Arizona. No Owner shall have more than one (1) membership for each Lot owned.

B. Certificates of Membership. Each Owner is automatically a member of the Association. The Association shall issue the same

number of certificates of membership in the Association as there are Lots to Owners reflecting their voting status as provided for in the Declaration. In the event any Lot is owned by two (2) or more persons, a single certificate shall be issued in the name of all of said persons, and said persons shall designate to the Association, in writing the one of their number authorized to vote said certificate at any and all meetings of the Association. No certificate shall be transferred to any person or persons other than another Owner of record. Any member who has disposed of all his/her interest in any Lot shall forthwith surrender his/her certificate evidencing membership in the Association and a new certificate shall be issued in the name of the person or persons or entity acquiring his/her interest in a Lot. Failure to surrender such certificate shall, nevertheless, upon the sale by a member of his/her interest in any Lot void his/her certificate and all of his/her rights as a member of the Association.

C. Transfer of Membership. Membership of each Owner (including Declarant) in the Association shall be appurtenant to the Lot owned and shall not be transferred, pledged or alienated in any way except upon the transfer of ownership to said Lot, and then only to the transferee thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate automatically to transfer said membership to the new Owner thereof.

Section 2.02. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B member shall be Declarant, and shall be entitled to three (3) votes for each Dwelling Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) Three years following the conveyance of the first Lot to an Owner other than Declarant.

Section 2.03. Proxies. Votes may be cast by proxy provided that proxies are filed with the Secretary of the Association on or before the appointed time of the meeting.

ARTICLE III
ADMINISTRATION

Section 3.01. Association Responsibilities. The Association shall have the responsibility of administering the common area(s) or the common property, approving the annual budget, establishing and collecting assessments together with such other responsibilities as set forth in these By-laws and the Declaration. In general, the Association shall be the representative of each Owner for every problem which affects more than one (1) Lot.

Section 3.02. Annual Meetings of Owners. There shall be an annual meeting of the Owners on the third Tuesday in January of each year at such time and place convenient to the Owners as may be designated by the Board of Directors. The Board of Directors may designate another date for such annual meeting not more than thirty (30) days before or after the date fixed for said annual meeting by written notice of the Board given to the Owners not less than ten (10) nor more than thirty (30) days prior to the date fixed for said annual meeting specifying the date, time and place thereof.

Section 3.03 Special Meetings of Owners. A special meeting of the Owners may be called at any reasonable time and place by written notice of the Board of Directors or by the Owners having one-fifth (1/5) of the total votes and delivered notice to all other Owners not less than ten (10) days nor more than thirty (30)

days prior to the date fixed for said meeting, specifying the date, time and place thereof, and the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in said notice unless by consent of a majority of Owners present, either in person or by proxy.

Section 3.04. Notice of Meeting. It shall be the duty of the Secretary of the Association to mail or deliver a notice of each annual or special meeting within the time period specified above stating the purpose thereof as well as the date, time and place where it is to be held to each Owner of record. The mailing or delivery of such notice to each Owner shall be considered notice served.

Section 3.05. Quorum and Adjourned Meeting. The presence at any meeting, in person or by proxy, of the Owners entitled to vote at least a majority of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Owners present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the Owners present either in person or by proxy entitled to vote at least twenty-five percent (25%) of the total votes. Except as otherwise provided herein, any action may be taken at any meeting of the Owners upon the affirmative vote of the Owners having a majority of the total votes present at such meeting either in person or by proxy.