

AMENDED AND RESTATED
BYLAWS OF
WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION

AMENDED AND RESTATED
BYLAWS OF
WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION

ARTICLE 1

Name and Location

The name of the homeowners association (the "Association") is WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION. The principal office of the Association shall be located in Maricopa County, Arizona or at such other place as the Board of Directors may specify.

ARTICLE 2

Definitions

2.1 Definition of Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, Western Skies Estates, Gilbert, Maricopa County, Arizona, recorded on July 11, 1994, as Document No. 94-0532546 in the office of the Maricopa County Recorder, as amended.

2.2 Declaration Definitions. All capitalized terms not otherwise defined herein shall have the same meanings as are given those terms in the Declaration which are incorporated in these Bylaws by reference.

ARTICLE 3

Membership, Meetings of Members: Voting Rights

3.1 Membership. The Owner of a Lot shall automatically, upon becoming the record Owner of same, be a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Membership and voting rights are appurtenant to and inseparable from ownership of a Lot.

3.2 Annual Meetings. Regular meetings of Members of the Association shall be held annually on the Project or such other suitable place convenient to the Members within or without this state as may be designated by the Board at the time and on the date set by the Board for such annual meeting, but in no event shall the first meeting be held later than twelve (12) months after the close of escrow for the sale of the first Lot.

3.3 Special Meetings. A special meeting of the Members of the Association may be called by the President of the Association, by the Board upon the vote for such a meeting by a majority of the Board, or upon receipt of a written request therefor signed by Members representing at least ten percent (10%) of the total votes entitled to be cast at such meeting.

3.4 Notice of Meetings. Written notice of regular and special meetings shall be given to Members by or at the direction of an Officer of the Association by hand-delivering or mailing a notice in the manner provided in Subarticle 12.4 below to each Member which shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the items on the agenda to be undertaken. Except as provided in Subarticle 3.9 below and Section 4.6 of the Declaration, notice shall be delivered or mailed to each Member at least ten (10) and not more than fifty (50) days prior to the meeting.

3.5 Quorum. Except as provided under Section 4.6 of the Declaration, the presence in person or by proxy of at least ten percent (10%) of the total votes of each class of Membership entitled to be cast at the meeting shall constitute a quorum except as specifically provided to the contrary in the Declaration, the Articles or these Bylaws. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum. If a quorum is not present, the provisions of Subarticle 3.9 below shall apply.

3.6 Action Without a Meeting. Any action that, under the provisions of Arizona corporate law, may be taken at a meeting of the Members may be taken without a meeting if authorized by a writing signed by all of the Persons who would be entitled to vote upon such an action at a meeting and filed with the Secretary of the Association.

3.7 Joint Ownership of Lots. When more than one Person owns an interest in any Lot, all such Persons shall be Members of the Association. The vote for such Lot shall be exercised as the Owners of the Lot determine among themselves, but in no event shall more than one (1) ballot be cast for or with respect to any Lot concerning a particular vote of the Association. The vote for each Lot must be cast as a unit and fractional division of the votes shall not be allowed. If the vote for a Lot is fractionally divided as a result of being cast by more than one Owner of a particular Lot during a particular vote of the Association, said vote shall not be counted and shall be deemed void. If any Owner or Owners cast a vote on behalf of a Lot, it will thereafter be conclusively presumed for all purposes that he or they was/were acting with the authority and consent of all Owners of the Lot unless any other Owners of the Lot promptly protest such action to the Person presiding over the meeting.

3.8 Proxies. At all meetings of Members, each Member may vote (or register protest to the casting of the vote for the Member's Lot by another Owner of the Lot) in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and may be revoked upon actual notice of revocation to the Person presiding over a meeting of the Association or upon presentation of a later dated proxy executed by the same Member. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates twenty-five (25) months after its date unless

it specifies a shorter term. All proxies shall be automatically revoked upon conveyance by the Member of his Lot or upon receipt of actual notice by the Secretary of the death or judicially declared incompetence of such Member.

3.9 Adjournment. Except as provided in Section 4.6 of the Declaration, at any meeting of the Members, the meeting may be adjourned to another time and place and notice need not be given of the reconvened meeting if the time and place of the reconvened meeting are announced at the meeting at which adjournment is taken and the reconvened meeting is held within thirty (30) days of the adjourned meeting. In the absence of a quorum at a meeting of the Members, a majority of those present in person or by proxy may adjourn the meeting as provided above but may not transact any other business. At any reconvened meeting, the quorum prescribed in the Declaration and/or in these Bylaws shall be required.

3.10 Classes of Membership. The Association shall have two (2) classes of voting Membership established according to the Declaration.

3.11 Commencement of Voting Rights. Voting rights attributable to each Lot shall vest in accordance with the terms and provisions of the Declaration.

3.12 Record Date. For any meeting of the Members, the Board of Directors may fix in advance a date, not more than sixty (60) days nor less than ten (10) days before the date of such meeting, as a record date for the determination of the Members of record entitled to notice of, and to vote at, such meeting. The Members entitled to vote at any meeting of the Members will be determined as of the applicable record date if one has been fixed as aforesaid otherwise, as of the time the meeting is convened.

3.13 Organization and Conduct of Meetings. All meetings of Members will be called to order and thereafter chaired by the President. If the President is unavailable, such other Officer of the Association or authorized agent of the Association, including a representative of a management company, or such Member as may be appointed by the Board of Directors may call the meeting to order and chair the meeting. The Secretary will act as secretary of each Membership meeting. In his/her absence, the chairman of the meeting may appoint any Person (whether a Member or not) to act as secretary thereat. After calling a meeting to order, the chairman thereof may require the registration of all Members intending to vote in person and the filing of all proxies with the election inspector or inspectors, if one or more has/have been appointed (or, if not, with the secretary of the meeting). After the announced time for such filing of proxies has ended, no further proxies or changes, substitutions or revocations of proxies will be accepted. If Directors are to be elected, a tabulation of the proxies so filed, if any Person entitled to vote in such election so requests, will be announced at the meeting (or adjournment thereof) prior to the closing of the election polls. Absent a showing of bad faith on his part, the chairman of the meeting will, among other things, have absolute authority to fix the period of time allowed for the registration of Members and the filing of proxies, to determine the order of the business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal or question-and-answer portion thereof).

ARTICLE 4

Board of Directors; Selection; Term of Office

4.1 Number; Qualifications and Term of Directors. The Board shall consist of five (5) Directors, provided, however that only three (3) Directors shall be required until Class B Membership terminates. The incorporating Directors, or their duly appointed replacements, shall serve until the first meeting of the Association. Until Class B Membership terminates, all Directors shall serve concurrent one (1) year terms. Thereafter, all Directors shall be elected and removed as provided herein.

After Class B Membership terminates, the Directors shall serve staggered terms as follows: The first two Directors (the two Directors with the most votes), elected at the first meeting of the Association held after Class B Membership terminates shall serve a three-year term, the two Directors with the next highest vote totals elected at that meeting shall serve a two-year term, and the remaining Director shall serve a one-year term. Thereafter, all Directors shall be elected to three-year terms. All elections and appointments of Directors under these Bylaws shall be for such terms as will preserve the staggering of terms as provided in this Subarticle 4.1.

The Directors may be Lot Owners or agents of Homebuilder (while Homebuilder remains a Lot Owner). If an Owner other than a Homebuilder is a corporation, partnership or trust, a Director may be an officer, partner, trustee, or beneficiary of such Owner. If a Director shall fail to meet such qualifications during his term, he will thereupon cease to be a Director, and his place on the Board shall be deemed vacant.

4.2 Election of Board of Directors.

(a) Nomination. Nominations for election to the Board of Directors may be made from the floor at the annual meeting of the Association. Additionally, the Board may appoint a Nominating Committee which shall consist of a chairman (who shall be a member of the Board of Directors) and two (2) or more Members of the Association. If the Board determines to appoint a Nominating Committee, the Committee shall be appointed at least ninety (90) days prior to the annual meeting of the Members, to serve until the close of such annual meeting, and shall make as many nominations for election to the Board of Directors as it in its discretion shall determine but not less than the number of vacancies that are to be filled.

(b) Secret Ballot; No Cumulative Voting. Election of the Board members by the Association Membership shall be by secret written ballot. Cumulative voting shall not be permitted except as may be required by law. In the event of a tie for any position, a run-off election shall be held and the successful candidate may be determined by a voice vote, or, if inconclusive, by another balloting of the Members.

4.3 Removal. The entire Board or any individual Director may be removed from office by an affirmative vote of Members holding a majority of the voting power in each

class of Membership entitled to vote at an election of Directors. If any Director is so removed, a new Director may be elected at the same meeting.

4.4 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, and each Person so elected shall be a Director for the remainder of the term of the Director he replaces or until a successor is elected at a special meeting of the Members called for that purpose. The Board shall have the power to declare that a Director's absence from three (3) consecutive regular and duly noticed meetings of the Board shall constitute a vacancy. Vacancies created by the removal of a Director by the Members as provided in Subarticle 4.3 hereof shall be filled by a vote of the Members.

ARTICLE 5

Meetings of Directors

5.1 Regular Meetings. Regular meetings of the Board shall be conducted at least annually at any place within or without the State of Arizona as designated in the notice of meeting while Class B Membership exists and thereafter at least quarterly at a time and place within or near the Project as may be fixed by the Board. Notwithstanding the foregoing, participation at a Directors' meeting pursuant to this subarticle may be by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation by any Director shall constitute a Director's "presence" thereat. Notice of the time and place of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for the meeting.

5.2 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) Directors other than the President. Notice shall be provided to all Directors and shall include a description of the nature of any special business to be considered by the Board.

5.3 Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice to that Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting unless such attendance is for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Furthermore, any action to be taken by the Directors pursuant to the Articles, the Declaration or these Bylaws may be taken without a meeting if all Directors consent thereto in writing. Such consent shall have the same effect as a unanimous vote.

5.4 Quorum. The presence in person of a majority of the Directors at the beginning of any meeting of the Board shall constitute a quorum throughout the meeting. Every

act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE 6

Powers and Duties of the Board of Directors

6.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

(a) To select, appoint, supervise and remove all Officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with Arizona corporate laws governing nonprofit corporations and with the Project Documents; to fix their compensation (if not prohibited under these Bylaws); and to require from them security for faithful service when deemed advisable by the Board.

(b) To enforce the applicable provisions of the Project Documents and any other instruments relating to the ownership, management and control of the Project.

(c) To adopt and publish rules and regulations governing the use of the Master Common Area and facilities and the personal conduct of the Members and their guests thereon and to establish procedures and penalties for the infraction thereof, subject to approval of the Members as provided in Subarticle 9.1 hereof.

(d) To adopt and publish rules and regulations governing the keeping of animals in the Project.

(e) To pay all taxes and assessments which are, or could become, a lien on the Master Common Area or a portion thereof.

(f) To contract for casualty, liability and other insurance on behalf of the Association as provided in the Declaration.

(g) To cause to be maintained the portions of the Master Common Area or other real or personal property for which the Association is responsible pursuant to the Declaration and to contract for goods and/or services for the Master Common Area or for the Association, subject to the limitations set forth in the Project Documents.

(h) To prepare, adopt and amend budgets and financial statements for the Association without the consent of the Members as prescribed in these Bylaws.

(i) To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Project Documents in accordance with

procedures adopted pursuant to these Bylaws and to impose suspensions of rights and reasonable monetary penalties as provided in Subarticle 9.1 hereof.

(j) Upon the giving of reasonable notice, to enter upon any privately owned Lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the Master Common Area or the Owners.

(k) To borrow money and incur indebtedness for purposes of the Association; to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(l) To fix and collect regular and special Assessments according to the Declaration and these Bylaws and, if necessary, to record a notice of Assessment Lien and foreclose said lien against any Lot for which an Assessment is not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay such Assessment. All reserves for capital expansion, repair and maintenance shall be transferred to and held in a separate fund for such purpose, to be expended only in the manner prescribed by the Membership or the Board in accordance with a duly adopted budget.

(m) To prepare and file annual tax returns with the federal government and the State of Arizona and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on homeowners associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the following limitations and restrictions:

(i) At least sixty percent (60%) of the gross income of the Association for any taxable year shall consist solely of amounts received as Membership dues, fees or Assessments from Lot Owners:

(ii) At least ninety percent (90%) or more of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Master Common Area and other Association property; and

(iii) No part of the net earnings of the Association shall inure to the benefit of any private individual (other than by acquiring, constructing or providing management, maintenance and care of the Master Common Area and other Association Property and other than by a rebate of excess Membership dues, fees or Assessments).

(n) To delegate to committees, Officers or employees of the Association or to a management company pursuant to a written contract the powers described

in Subarticles 6.1.b through 6.1.k and 6.1.m and the right to collect (but not to fix) the Assessments and to take all permitted actions to collect the same as provided in Subarticle 6.1.1.

6.2 Limitation on Board's Power. Except with the vote or written assent of a majority of the votes in the Association residing in Members other than Declarant, the Board shall be prohibited from taking any of the following actions:

(a) Incurring aggregate expenditures for capital improvements to the Master Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(b) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Paying compensation to Directors or Officers of the Association for services performed in the conduct of the Association's business, provided, however, that the Board may cause a Director or Officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(d) Entering into a contract with a third Person wherein the third Person will furnish goods or services for the Master Common Area or the Association for a term longer than one (1) year with the following exceptions:

(i) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration and which complies with the terms of Section 3.5 of the Declaration as the same may be amended from time to time;

(ii) A contract with a public utility company if the rates charged for the materials or services are regulated by the Arizona Corporation Commission or successor agency, provided however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; and

(iii) Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration, provided however, that the policy permits short rate cancellation by the insured.

(e) Entering into any contract or lease (including a management contract for the Master Common Area), inconsistent with the provisions of Section 3.5 of the Declaration as the same may be amended from time to time.

ARTICLE 7

Officers and Duties

7.1 Enumeration and Term. The officers of this Association ("Officer" or "Officers") shall be a president and vice president (who shall at all times be members of the Board of Directors), a secretary, a treasurer and such other Officers as the affairs of the Association may require and as the Board by resolution, may from time to time establish. The Officers may be Lot Owners or agents of either Co-Declarants (while such Co-Declarant remains a Lot Owner). The Officers shall hold office for one (1) year unless they shall sooner resign, shall be removed or shall otherwise be disqualified to serve.

7.2 Election of Officers. The election of Officers by the Board shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

7.3 Resignation and Removal. At any time with or without cause, any Officer may be removed from office by a majority of 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.

7.4 Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to fill such vacancy shall serve for the remainder of the term of the Officer he replaces. If, however, the office of President becomes vacant, the Vice President (or Treasurer if no Vice President exists) shall automatically fill the office of President and shall serve the remainder of the term; provided, however, that at no time may the positions of President and Secretary be filled by the same Person. The Board shall then fill by appointment the vacant position of Vice President (or Treasurer).

7.5 Multiple Offices. The offices of Secretary and Treasurer may be held by the same Person. The offices of President and Secretary shall not be held by the same Person. No Person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Subarticle 7.1 above.

7.6 Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of Association business has been delegated to a management company as provided in these Bylaws) and promissory notes. The President shall execute, certify and record all amendments to the Declaration, the Articles or these Bylaws adopted by the Members from time to time.

(b) 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.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall serve notice of meetings of the Board and of the Members, shall 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.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, shall disburse such funds as directed by resolution of the Board of Directors, shall co-sign all checks and promissory notes of the Association and shall keep proper books of account and prepare or have prepared financial statements as required in these Bylaws. The duty of the Treasurer to receive and deposit funds and to co-sign checks in the ordinary course of Association business may be delegated to a management company as provided in these Bylaws.

ARTICLE 8

Maintenance; Assessments

Pursuant to the procedures and guidelines set forth in the Declaration, the Board shall levy, collect and enforce regular and special Assessments for the operation of the Association and for the management, maintenance and operation of the Master Common Area for which the Association is responsible pursuant to the Declaration. The Assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire Project and for the improvement and maintenance of the Master Common Area and any other areas of the Project for which the Association has maintenance responsibilities for the common good of the Project. Regular Assessments shall include an adequate reserve fund for maintenance, repair and replacement of the Master Common Area and any other areas of the Project for which the Association has maintenance responsibilities and shall be subject to Subarticle 6.1(l) herein.

ARTICLE 9

Discipline of Members; Suspension of Rights

The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Lot on account of a failure by the Owner to comply with provisions of the Project Documents, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sheriff's sale for failure by the Owner to pay Assessments levied by the Association. Notwithstanding the foregoing, the Board shall have the power to impose

reasonable temporary suspensions of an Owner's voting rights as a Member of the Association and/or rights to use the Master Common Area for failure to comply with the Project Documents, provided that any suspension, except that resulting from failure to pay Assessments, shall not exceed sixty (60) days per violation, and further provided that the accused shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violation before a decision to impose discipline is reached. In a case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the votes in each class of Membership. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE 10

Budgets; Financial Statements; Books and Records

10.1 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies shall be distributed to each Member of the Association as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days before the beginning of the fiscal year.

(b) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

Without limiting the foregoing, the Board may from time to time amend and adopt budgets without the consent of the Members and shall provide a summary of any such budget or amended budget to the Members not later than thirty (30) days after adoption of the same by the Board.

10.2 Fiscal Year. The fiscal year of the Association shall be as determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

10.3 Inspection of Association's Books and Records. The Membership register, current copies of the Project Documents, financial statements, books of account and minutes of meetings of the Members, the Board and committees of the Board and/or Association shall be made available for inspection and copying by Members of the Association, First Mortgagees and insurers or guarantors of First Mortgages or by their duly appointed representatives, at any reasonable time and for a purpose reasonably related to their interests as Members, as First Mortgagees or as insurers or guarantors of First Mortgages, at the office of the Association or at such other place within the Project as the Board shall prescribe. Such inspection may take place on weekdays during normal business hours following at least

forty-eight (48) hours' written notice to the Board by the Member, First Mortgagee or insurer or guarantor of a First Mortgage desiring to make the inspection. Any Member, First Mortgagee or insurer or guarantor of a First Mortgage desiring copies of any document shall pay the reasonable cost of reproduction. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right to inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 11

Amendment to Bylaws

These Bylaws may be amended at any meeting of the Association Membership at which a quorum is established by the vote or written assent of Members holding sixty-seven percent (67%) of the total votes entitled to be cast by Members who are present in Person or by proxy at such meeting, provided however, that the percentage of the votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. In addition to the foregoing, no provisions of these Bylaws affecting matters set forth in Section 8.7 of the Declaration (as amended from time to time) shall be amended without the requisite consent of Owners and First Mortgagees specified therein. For as long as there are two (2) classes of Membership in the Association, the proposed amendment must be approved in advance by the Federal Housing Administration or the Veterans Administration if either of those agencies has approved the proposed development plan of the Project.

ARTICLE 12

Miscellaneous Provisions

12.1 Regulations. All Owners, tenants, their employees or any other Person who might use the facilities of the Project in any manner are subject to the regulations set forth in the Project Documents and all reasonable rules enacted pursuant to the procedures established pursuant to these Bylaws. Acquisition, rental or occupancy of any Lot shall constitute acceptance and ratification of the provisions of all such rules and regulations.

12.2 Indemnity of Officers and Directors. To the fullest extent permitted under A.R.S. § 10-1005, each Officer and Director shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an Officer or Director of the Association. Liability of the Directors shall be limited as provided in the Articles.

12.3 Committees. The Board may appoint a Nominating Committee as provided in these Bylaws and shall appoint an Architectural Control Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

12.4 Notices. Any notices permitted or required to be given by the Project Documents may be delivered either personally, by mail or as otherwise specifically provided in the Project Documents. If delivery is by mail, it shall be deemed to have been given after a copy of the same has been deposited in the United States certified mail, postage prepaid, return receipt requested, addressed to each Person at the current address given by such Person to the Secretary of the Association or addressed to the Lot of such Person if no address has been given to the Secretary, provided however, that notice of regular or special meetings may be mailed by regular mail without request for a return receipt. In the case of notice to the Architectural Control Committee, notice may be delivered either personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Board.

12.5 Plurals; Gender. Whenever the context so requires, the use of the singular shall include and be construed as including the plural and the masculine shall include the feminine and neuter.

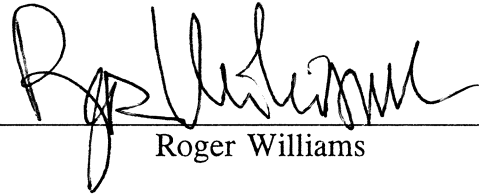
ESTABLISHMENT OF BYLAWS

We, the undersigned, being all of the Directors of WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION, do hereby certify:

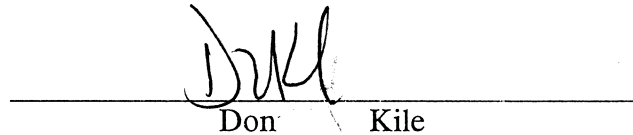
That we are required by law to adopt Bylaws of WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION; and

That we hereby assent to the within and foregoing Bylaws and hereby adopt the same as the Bylaws of said WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION.

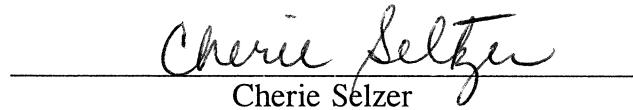
In witness whereof, we have hereunto subscribed our names this 26 day of September, 1994.



Roger Williams



Don Kile



Cherie Selzer

I, the undersigned duly elected and acting Secretary of WESTERN SKIES ESTATES HOMEOWNER'S ASSOCIATION, do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said Association on the 26 day of September, 1994 and that the same do now constitute the Bylaws of said Association.

In witness whereof, I have hereunto subscribed my name this 26 day of September, 1994.



Cherie Selzer, Secretary