

**BYLAWS
OF
VIA SONORA HOMEOWNERS ASSOCIATION**

ARTICLE 1 GENERAL PROVISIONS

1.1 Defined Terms. Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for Via Sonora Recorded on October 16, 2007, at Instrument No. 2007-1126430, in the Official Records of the Maricopa County, Arizona Recorder, and as the Declaration may thereafter be amended from time to time. 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.

1.2 Principal Office. The principal office of the Association shall be located at the place designated in the Articles or such other place as may be designated from time to time pursuant to Arizona law. Meetings of Members and the Board of Directors may be held at the principal office of the Association or at such other place as may be designated by the Board of Directors.

1.3 Conflicting Provisions. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

1.4 Corporate Seal. The Association may have a seal in a form approved by the Board of Directors should the Association so elect.

1.5 Designation of Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

1.6 Books and Records. The Project Documents and all other books, records and papers of the Association shall be available for inspection by any Member during reasonable business hours at the principal office of the Association where copies may be purchased at reasonable cost. The Association may withhold from inspection those books, records and papers designated in A.R.S. §33-1805.

1.7 Amendment. Except as provided below, these Bylaws may only be amended, at a regular or special meeting of the Members, by: (i) a vote of the Members entitled to cast more than fifty percent (50%) of the total votes entitled to be cast by the Members present in person, by proxy (if allowed by applicable law), or by absentee ballot and (ii) with the consent of Declarant as long as Class B Membership exists. While Class B Membership exists, the Declarant, and thereafter the Board, may, without the consent of any other Member or

Mortgagee, amend these Bylaws to comply with the requirements or guidelines of the Veterans Administration (VA) or Federal Housing Administration (FHA) or any governmental or quasi-governmental entity or federal corporation whose approval of the Property or the Project Documents is required by law or requested by Declarant or the Board. Section 3.1 of these Bylaws may be amended from time to time unilaterally by vote of the Board of Directors without the consent of the Members to change the number of Directors serving on the Board after Class B Membership expires or terminates to either three (3) or five (5) directors from the number of director positions then established for the Board, with the amendment to be effective at the next election of directors.

1.8 Indemnification. To the extent it has the power to do so under the Arizona Nonprofit Corporation Act, A.R.S. §10-3850, et seq., as it may be amended from time to time, the Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in an action by or in the right of the Association or otherwise, by reason of the fact that he is or was a Member, director, officer, employee or agent of the Association or is or was serving at the request of the Association as a member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, and against judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted, or failed to act, in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Indemnification of any such Person shall be made in accordance with the procedures set forth in the Arizona Nonprofit Corporation Act. Liability of the Directors shall also be limited as provided in the Articles.

1.9 Notices. All notices, demands, statements or other communications required to be given or served under these Bylaws shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, or, in the case of a notice pursuant to Section 2.11, Section 5.2 or Section 5.4 of these Bylaws, registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Lot Owner, at the address which the Lot Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Lot Owner, (ii) if to the Association, the Board of Directors, any Committee of the Board, or the Managing Agent, to such address as is set forth in any Recorded notice pursuant to A.R.S. §33-1807(J), and, if such address is no longer valid, then to the last known address of such Person on file with the Arizona Corporation Commission, and, if a different address, also to the address of the statutory agent of such Person, and (iii) if to Declarant, at the address designated for Declarant in the records of the Arizona Corporation Commission. A notice given by mail, whether regular, certified or registered, shall be deemed to have been received by the Person 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 mailed. If a Lot is owned by more than one person, notice to one of the Lot Owners shall constitute notice to all Lot Owners of the same Lot. Addresses for notice may be changed from time to time by the giving of notice in the manner provided herein for the giving of notices.

ARTICLE 2 MEETINGS OF MEMBERS

2.1 Annual Meeting. The first annual meeting of the Members shall be held within one (1) year of the date on which the Association is incorporated, and an annual meeting of the Members shall be held during each calendar year thereafter. The date, time and place of each annual meeting of the Members shall be determined by the Board of Directors, but shall always be held within the State of Arizona.

2.2 Special Meetings. Special meetings of the Members may be called at any time by the President or a majority of the Board of Directors or by Lot Owners having at least ten percent (10%) of the total votes in the Association. All special meetings of the Association Membership shall be held within the State of Arizona. Special meetings called to remove directors shall be subject to the further provisions and requirements of A.R.S. §33-1813.

2.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, no fewer than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote at the meeting addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget changes and any proposal to remove a director or officer.

2.4 Quorum and Adjournment. Except as may be otherwise provided in Section 6.19 of the Declaration, the presence in person, by proxy (if proxy voting is then allowed by applicable law) or by absentee ballot of Members entitled to cast one-quarter (1/4) of the total authorized votes in the Association shall constitute a quorum at all meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except as provided in Section 6.19 of the Declaration, any adjournment for lack of a quorum shall be to a date not more than thirty (30) days from the original meeting date. Meetings may also be adjourned to another place and time for reasons other than lack of quorum if the place and time are announced at the meeting at which adjournment is taken and the reconvened meeting is held within thirty (30) days of the adjourned meeting.

2.5 Multiple Owners. If more than one Person owns a Lot and only one of those multiple Owners of a Lot is present at a meeting of the Association, he is entitled to cast all of the votes allocated to that Lot on behalf of the other Persons who co-own the Lot. If more than one of the co-Owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple co-Owners, unless the Declaration otherwise provides. There is deemed to be agreement of a majority in interest of the co-Owners

if any one of the attending co-Owners of the Lot casts the votes allocated to that Lot without any of the co-Owners present promptly making a protest to the person presiding over that annual or special meeting of the Members.

2.6 Proxies/Absentee Ballots.

(A) While Class B Membership exists, votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. If a Lot is owned by more than one Person, each co-Owner of the Lot may vote or register protest to the casting of votes by another co-Owner of the Lot through a duly executed proxy. A Lot Owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or if it purports to be revocable without notice. The proxy is revoked on presentation of a later dated proxy executed by the same Lot Owner. All proxies, including irrevocable proxies coupled with an interest, shall automatically cease upon conveyance by the Member of his Lot or upon receipt of actual notice by the Secretary of the Board of the death or judicially declared incompetence of such Member. No proxy shall be valid more than twenty-five (25) months from the date of its execution.

(B) After Class B Membership expires, votes allocated to a Lot may not be cast pursuant to a proxy, but only in person by the Lot Owner or by absentee ballot pursuant to the procedures for absentee ballot voting set forth in A.R.S. §33-1812(A). If an absentee ballot also qualifies as a "written ballot" pursuant to the provisions of A.R.S. §10-3708, the Association's mailing of the ballot and solicitation of responses shall also comply with the provisions of said §10-3708.

2.7 Record Date. For any meeting of the Members, the Board of Directors may fix in advance a date, not more than fifty (50) 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.

2.8 No Cumulative Voting. There shall be no cumulative voting permitted in the affairs of the Association, including the election of Directors.

2.9 Organization and Conduct of Meetings. All meetings of Members will be called to order and thereafter chaired by the President of the Association. If the President is unavailable, such other officer of the Association or such other Member as may be appointed by the Board of Directors may call the meeting to order and chair the meeting. The Association's Secretary will act as secretary of each membership meeting. In his 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 (if proxy voting is then allowed by applicable law) 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 and any absentee ballots cast, 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: (i) fix the period of time allowed for the registration of Members, the filing of proxies, and the delivery of absentee ballots, (ii) determine the order of the business to be conducted at such meeting, and (iii) establish reasonable rules for expediting the business of the meeting (including any informal or question-and-answer portion thereof).

2.10 Action Without a Meeting by Written Consent. Except as expressly prohibited under the Project Documents, any action that may be taken at a meeting of the Members pursuant to the provisions of the Arizona Nonprofit Corporation Act or the Project Documents, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote upon such an action at a meeting; provided, further, however, that the written consent of any Member representing a Lot shall be sufficient to be binding as to that Lot without regard to whether any other Members whose membership is derived through ownership of that Lot have executed such instrument. Such written consent shall be filed with the Secretary of the Association for inclusion in the corporate records as further provided in A.R.S. §10-3704.

2.11 Suspension of Voting Rights. In the event any Lot Owner is in arrears in the payment of any Assessment or Collection Costs or any other fees or charges due to the Association under the terms of the Project Documents for a period of fifteen (15) days, the Lot 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 paid and/or brought current. In addition, a Lot Owner's right to vote shall be suspended for any continuing infraction of the Project Documents by the Lot Owner, his Lessees or their respective Invitees, that is not cured within thirty (30) days after notice thereof from the Association and shall remain suspended until any such infraction or violation of the Project Document ceases as reasonably determined by the Board. The Board may also impose a suspension of a Lot Owner's right to vote for a period not to exceed sixty (60) days by giving written notice of such suspension to any such Lot Owner who has committed, or whose Lessees or their respective Invitees have committed, repeated or multiple single infractions (three or more instances) of any provisions of the Project Documents in any six (6) month period by giving written notice to such Lot Owner of the suspension (regardless of whether such infractions have been subsequently cured or ceased). In the case of a summary suspension of voting rights pursuant to this Section 2.11 for non-monetary violations of the Project Documents, the Board shall provide the date of the next scheduled Board meeting in the suspension notice. The affected Lot Owner may request a hearing before the Board before such suspension becomes effective if the Lot Owner serves a written request for a hearing on the Board within ten (10) days after the Board's service of the suspension notice on the Lot Owner in the manner provided in Section 1.9 above. Upon the Board's receipt of a request of a hearing, the matter shall be heard at the next scheduled Board meeting. To the extent applicable, all notices given by the Association under this Section 2.11 shall include the information required to be given under A.R.S. §33-1803.

2.12 Membership Mandatory. The Membership of the Association shall consist of all record Owners of Lots. Membership in the Association shall be mandatory and such Membership and voting rights are appurtenant to, and may not be separated from, ownership of the Lot. No Owner during his ownership of a Lot shall have the right to relinquish or terminate his Membership in the Association.

ARTICLE 3 BOARD OF DIRECTORS

3.1 Number/Composition/Qualifications. The affairs of this Association shall be managed by a board comprised of two (2) directors while Class B Membership exists. At the first election of directors held after Class B Membership expires or terminates, the number of director positions on the Board shall automatically increase to three (3) directors, who shall be elected as provided in these Bylaws. Thereafter, the number of director positions on the Board may be changed at any time by an amendment to these Bylaws unilaterally adopted by the Board of Directors as provided in Section 1.7 above, with such amendment to be effective at the next meeting of the Association membership at which an election of directors is to be held. Directors shall be Lot Owners, or, if any Lot Owners are a legal entity or are other than a natural person, Directors may also be an officer, director, member, manager, partner or other principal or authorized representative of those Lot Owners. No member of the Association whose right to vote has been suspended pursuant to Section 2.11 above may stand for election or have their authorized representative stand for election to the Board by the Membership and such person shall automatically be deemed disqualified. No director serving on the Board at any time shall be related by blood, adoption, or marriage to, or share ownership of or any interest in a Lot with, any other director serving on the Board at that same time and in that event, the most recently elected director in such a relationship shall be deemed disqualified from serving on the Board.

3.2 Term of Office. While Class B Membership exists, the directors shall be elected for a term of one (1) year or until their successors are elected and qualified. After Class B Membership expires or is terminated, the directors elected at a meeting of the Members shall serve staggered terms as follows:

If a three person Board: The first director shall serve a three-year term, the next director elected shall serve a two-year term, and the remaining director shall serve a one-year term. If a five person Board: The first two directors shall serve a three-year term, the next two directors shall serve a two-year term, and the remaining director shall serve a one-year term. Thereafter, all directors shall be elected to three (3) year terms. All elections of directors shall be for such terms as will preserve the staggering of terms as provided in this Section 3.2. To determine which director shall serve terms of three years, two years or one year, respectively, the director(s) obtaining the most votes at the election at which they were elected shall serve the longest terms until all such terms are filled.

3.3 Removal. After Class B Membership expires or terminates, any one or more of the members of the Board of Directors may be removed from the Board of Directors, with or without cause, by a majority vote of the Members entitled to vote and voting on the matter in person or

by absentee ballot at a special meeting called pursuant to the procedures specified in A.R.S. §33-1813(A), and a successor shall then and there be elected to fill the vacancy thereby created. Any petition to call a special meeting of the Members for purposes of removing a designated member of the Board of Directors may not be submitted more than once during the term of office for that particular Board member.

3.4 Compensation/Conflicts of Interest. No director shall receive compensation for any service he may render to the Association which is within his duties as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. A director may receive compensation for services rendered to the Association which are outside his duties as a director if the payment of such compensation is approved by all of the other directors. Any director with a "conflict of interest" as determined by the most strict interpretation of the director "conflict of interest" provisions of the Arizona Nonprofit Corporation Act (A.R.S. §10-3860 et seq.) and Arizona's Planned Communities statutes (A.R.S. §33-1811), as amended from time to time, may not vote on any proposal to provide director compensation to himself or any other director and shall recuse himself from participating in any discussions regarding a "conflicting interest" transaction.

3.5 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 of Directors.

3.6 Vacancies. Except with respect to vacancies caused by the removal of a member of the Board of Directors by a vote of the Lot Owners as set forth in Section 3.3 of these Bylaws and except if the Board consists of one member who is a representative of Declarant, all vacancies in the Board of Directors shall be filled by a vote of a majority of the remaining directors though less than a quorum or by a sole remaining director. Any person so elected shall serve the unexpired portion of the prior director's term. Any newly created directorship shall be deemed a vacancy. Any person elected to fill such a vacancy shall serve until the next annual meeting of the members. In the case of the resignation of a Board member at the time the Board consists of a single member who is a representative of Declarant, the Declarant shall have the right to appoint another Board member to fill the vacancy until the next annual meeting of the Members or until the Declarant elects to call a special meeting of the Members.

3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within the State of Arizona as shall be determined from time to time by the Board of Directors. Such meetings shall be held at least once during each fiscal year. All regular meetings of the Board shall be held in compliance with the provisions of A.R.S. §33-1804 that allow for the any Member or his designated representative to attend and speak at a Board meeting before any deliberative action is taken on a matter; provided, further, that only one person representing a Lot may speak on any issue; and the Board may establish a reasonable time limit for persons speaking at the meeting and may establish a reasonable limit on the number of persons speaking on each side of an issue.

3.8 Special Meetings. Special meetings of the Board of Directors 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 of Directors 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. Special meetings of the Board shall be held within the State of Arizona. Members and their designated representatives may attend and speak at special Board meetings in the same manner as provided in Section 3.7 above.

3.9 Quorum/Proxy Voting. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. A director may vote in person or by proxy in the manner provided in the Arizona Nonprofit Corporation Act.

3.10 Waiver of Notice/Attendance/Notice to Members. 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. Directors may attend and shall be deemed "present" at a regular or special meeting of the Board of Directors by means of a conference telephone, video conference, fiber optics, cable, computer or similar communications equipment by means of which all persons participating in the meeting can hear each other. After Class B Membership expires or terminates, notice of the time and place of Board meetings may be given to Members by newsletter, conspicuous posting on the Common Elements, or by any other reasonable means as determined by the Board. While Class B Membership exists, no notice of Board meetings need be given to Lot Owners; provided, however, that information regarding the time and place of the next scheduled Board meeting shall be provided to any Member who requests such information in good faith.

3.11 Open Meetings. All meetings of the Board shall be held in compliance with the provisions of A.R.S. §33-1804 that allow for any Member or his designated representative to attend and speak at such Board meeting before any deliberative action is taken on a matter; provided, further, that only one person representing a Lot may speak on any issue; and the Board may establish a reasonable time limit for persons speaking at the meeting and may establish a reasonable limit on the number of persons speaking on each side of an issue. Notwithstanding the above, as provided in A.R.S. §33-1805, the person presiding over the Board meeting may adjourn any such Board meeting and reconvene in executive session, excluding Members, to discuss: (i) employment or personnel matters for employees of the Association; (ii) legal advice from an attorney retained by the Board or the Association; (iii) pending, threatened or contemplated litigation; (iv) pending or contemplated matters relating to enforcement of the Project Documents.

3.12 Powers and Duties.

(A) The Board of Directors 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 required by the Project Documents 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 of Directors shall have the following powers and duties:

(i) Open bank accounts on behalf of the Association and designate the signatories thereon;

(ii) Make, or contract for the making, of repairs, additions to, improvements to or alterations of the Common Area and other areas of Association responsibility, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise in accordance with the Declaration;

(iii) In the exercise of its discretion, enforce by legal means the provisions of the Project Documents;

(iv) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Property, 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;

(v) Borrow money on behalf of the Association when required in connection with any one instance relating to the operation, upkeep and maintenance of the Common Areas or other areas of Association responsibility; provided, however, the consent of Members having at least two-thirds (2/3) of the total votes in the Association shall be obtained if the Association is to borrow in excess of \$100,000 or to mortgage or encumber the Common Areas;

(vi) Prepare and adopt an annual budget for the Association prior to the commencement of each fiscal year and obtain an annual financial audit, review or compilation of the Association's financial records as determined in the best judgment of the Board to be appropriate for an Association of this size and financial condition; with such audit, review or compilation to be performed by a qualified Person such as a licensed and insured independent accountant pursuant to A.R.S. §33-1810;

(vii) Adopt and publish Association Rules governing matters concerning the Property, including the establishment of monetary penalties for any violation of the Project Documents;

(viii) In accordance with these Bylaws, suspend a Lot Owner's voting rights and right to use any Common Area facilities (other than for ingress and egress to the Owner's Lot);

(ix) 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 Project

Documents;

(x) After Class B Membership has expired or terminated, 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 of Directors;

(xi) After Class B Membership has expired or terminated, declare the office of a member of the Board to be vacant in the event such Member's right to vote as a Member of the Association has been suspended pursuant to Section 2.11 above for a period not less than sixty (60) consecutive days, or, regardless of whether such Member's right to vote has been suspended, in the event such Member is delinquent in the payment of any Annual Assessment or Special Assessment for a period of not less than sixty (60) consecutive days;

(xii) 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;

(xiii) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(xiv) Levy Assessments, Collection Costs and other fees and charges of the Association in accordance with the Declaration and take all necessary action to collect the same as permitted under Arizona law and the Project Documents;

(xv) To the extent required by the Declaration and/or by Arizona law, issue, or cause an appropriate officer to issue upon demand to any person, a certificate setting forth whether or not any Assessment has been paid and any information or statement required to be issued pursuant to A.R.S. §33-1806;

(xvi) Procure and maintain adequate property, liability and other insurance as required by the Declaration;

(xvii) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(xviii) 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, including an election to be taxed under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on homeowners associations; and

(xix) Cause a current and updated Association Contact Notice to be Recorded for the Association pursuant to A.R.S. §33-1807(J) unless that duty has been delegated to a Managing Agent pursuant to Section 3.12(B) below;

(xx) Subject to the limitations of Articles 9 and 10 of the Declaration, institute, defend, and intervene in, any litigation or administrative proceedings in its own name or on behalf of the Lot Owners.

(B) Subject to the provisions of Section 5.13 of the Declaration, the Board of Directors may employ for the Property 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 Project Documents, except for such duties and services that under the Project Documents may not be delegated to the Managing Agent. The Managing Agent shall cause the Association to be in compliance with the Recorded Association Contact Notice requirements of A.R.S. §33-1807(J). 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 Project Documents other than the following powers:

- (i) To adopt the annual budget, any amendment thereto, or to assess any Common Expenses;
- (ii) To adopt, repeal or amend Association Rules;
- (iii) To designate signatories on Association bank accounts;
- (iv) To borrow money on behalf of the Association;
- (v) To acquire and mortgage Lots or other real property.

ARTICLE 4 OFFICERS AND THEIR DUTIES

4.1 Enumeration of Officers. The principal officers of the Association shall be the president, vice-president, the secretary, and the treasurer. The Board of Directors may create such other offices as the affairs of the Association may require. All officers shall be elected by the Board of Directors. The President must be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors.

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

4.3 Term. The officers of the Association shall be elected annually by the Board of Directors 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 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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.

4.5 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.6 Multiple Offices. Any two or more offices may be held by the same person.

4.7 Powers and Duties. The powers and duties of the officers shall be as follows:

(A) President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the Board of Directors or the Members; shall see that orders and resolutions of the Board of Directors are carried into effect; shall sign checks and promissory notes of the Association; shall have the right, along with the Treasurer, to deposit monies in bank accounts of the Association; and shall generally manage the business of the Association. The duties of the President specified herein may, to the extent permitted by Section 3.12(B) of these Bylaws and/or applicable law, be delegated to a Managing Agent.

(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 of Directors.

(C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board of Directors 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 of Directors.

(D) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association; shall keep proper books of account; shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the 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. The duties of the Treasurer specified herein may, to the extent permitted by Section 3.12(B) of these Bylaws and/or applicable law, be delegated to a Managing Agent.

4.8 Officers Authorized to Execute Amendments to Declaration. Any amendments to the Declaration, including the Plat, which are required by the Declaration to be executed by the Association, may be executed by either the President or Vice-President of the Association.

4.9 Compensation/Conflicts of Interest. No officer shall receive compensation for any service he may render to the Association which is within his duties as an officer. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties. An officer may receive compensation for services rendered to the Association which are outside his duties as an officer if the payment of such compensation is approved by the Board. Any director with a “conflict of interest” as determined by the most strict interpretation of the “director conflict of interest provisions” of the Arizona Nonprofit Corporation Act and §33-1811 of Arizona’s Planned Communities statutes, as amended from time to time, may not vote on any proposal to provide officer compensation and shall recuse himself from participating in any such discussions.

ARTICLE 5 MONETARY AND OTHER PENALTIES

5.1 Power of Board of Directors to Impose Monetary Penalties. In accordance with the procedures set forth in this Article 5, the Board of Directors shall have the right to impose reasonable monetary penalties or fines against any Lot Owner who violates any provisions of the Project Documents. Any monetary penalty or fine imposed by the Board of Directors shall be imposed only after the procedures set forth in this Article 5 and the requirements of the Planned Communities statutes have been substantially satisfied. The requirement of a notice and hearing under this Article 5 shall not apply to the imposition of late fees or any other charges lawfully imposed for non-payment of Assessments or to the suspension of voting rights or the right to use the recreational Common Area as a result of non-payment of Assessments or other charges lawfully imposed for non-payment of Assessments. At such time as the Board adopts a schedule of late charges and penalties for late payment of Assessments, the same shall accrue automatically upon lapse of the fifteen day grace period established in the Declaration for payment of Assessments.

5.2 Notice of Violation. If the Board of Directors becomes aware of a violation of the Project Documents and desires to impose a monetary penalty against the Lot Owner who violated the Project Documents, the Board of Directors shall serve the Lot Owner with written notice of the violation. To the extent required by the provisions of A.R.S. §33-1803, either the original notice or any second response pursuant to Owner request for additional information shall contain the following:

(i) The nature of the alleged violation and the provision(s) of the Project Documents that are alleged to have been violated;

(ii) The date of the alleged violation or the date the alleged violation was observed, as applicable;

(iii) The first and last name of the person who observed the alleged violation;

(iv) Information on how to request an opportunity for a hearing on the alleged violation to be held no later than the next regular Board meeting (to be returned by the affected

Lot Owner within ten (10) days after the date of the written notice of violation, unless a longer time to respond is permitted by the Board for exigent circumstances);

- (v) The proposed monetary penalty to be imposed by the Board of Directors.

Upon the Board's receipt of a request for hearing regarding an alleged violation of the Project Documents, fines, imposition of monetary penalties and commencement of legal actions, shall be stayed until the matter of the alleged violation is resolved unless otherwise indicated by the Board in a written notice due to the seriousness of the alleged violation. The Board shall, within a reasonable time after receipt of a request for hearing, deliver a notice of hearing to the affected Lot Owner. The notice of hearing shall specify the time and place of the hearing (to be held not earlier than fifteen (15) days' after delivery of the notice of hearing) and shall contain an invitation to the Lot Owner to produce statements, evidence and witnesses on his behalf and advising the Lot Owner that he may be represented at the hearing by an attorney.

5.3 Hearing. The hearing on any alleged violation of the Project Documents shall be held at the time and at the place designated in the notice served pursuant to Section 1.9 and Section 5.2 of these Bylaws. Proof of service of the notice as required by Section 5.2 of these Bylaws shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who served the notice. The notice requirement shall also be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the monetary or other penalty, if any, imposed by the Board of Directors. Any fine which is imposed by the Board following a hearing pursuant to this Section 5.3 shall be paid by the offending Owner within a reasonable time frame established by the Board on a case by case basis pursuant to Board policies or Rules (but not less than ten (10) days) after a notice of the action of the Board is served upon the Owner as provided in Section 1.9 of these Bylaws. After such payment period established by the Board in its notice of action, if such monetary penalty or fine is unpaid by the Owner, the Association, among other remedies, may: (i) seek to enforce its Assessment Lien to the extent any penalties or fees payable under this Article 5 are secured thereby in the manner provided in the Declaration and applicable law for enforcement of Assessment Liens or, in the alternative, and/or if not so secured, or (ii) file suit to obtain a civil judgment against the offending Owner and, upon obtaining same, record the judgment against his Lot. Any fines imposed pursuant to this Article 5 shall be the joint and several liability of all of the joint Owners of the Lot, including co-tenants and Persons holding title as community property. To the extent applicable, all notices given by the Association under this Section 5.3 shall include the information required to be given under A.R.S. §33-1803.

5.4 Suspension of Rights to Use Recreational Common Area. If any Lot Owner is in arrears in the payment of any Assessment, Collection Cost or other fees or charges due under the terms of the Project Documents for a period of fifteen (15) days, the Lot Owner's right to use, or to delegate the use of, the recreational Common Area, to his family members and Lessees or other Residents of the Lot, or their respective Invitees, shall be automatically suspended and shall remain suspended until all payments, including accrued interest and attorneys' fees, are paid and/or brought current. In addition, a Lot Owner's right to use, or to

delegate the use of, the recreational Common Area, to his family members and Lessees or other Residents of the Lot, or their respective Invitees, shall be suspended for any continuing infraction of the Project Documents by the Lot Owner, Lessees, or other lawful Residents of a Unit, or their respective Invitees, that is not cured within thirty (30) days after notice thereof from the Association to the Lot Owner and shall remain suspended until any such infraction or violation of the Project Documents ceases as reasonably determined by the Board. The Board may also impose a suspension of a Lot Owner's, Resident's (or their respective Invitees') right to use the recreational Common Area for a period not to exceed sixty (60) days by giving written notice of such suspension to any such Lot Owner who has committed, or whose Lessees, or their respective Invitees have committed, repeated or multiple single infractions (three or more instances) of any provisions of the Project Documents in any six month period (regardless of whether such infractions have been subsequently cured or ceased). In the case of a summary suspension of recreational Common Area use rights pursuant to this Section 5.4, the Board shall provide the date of the next scheduled Board meeting in the suspension notice. The affected Lot Owner or Resident may request a hearing before the Board before such suspension becomes effective if the Lot Owner or Resident serves a written request for a hearing on the Board within ten (10) days after the Board's service of the suspension notice on the Lot Owner or Resident in the manner provided in Section 1.9 above. Upon the Board's receipt of a request of a hearing, the matter shall be heard at the next scheduled Board meeting. Any suspension of use rights under this Article 5.4 shall also apply to any Resident or any other Person occupying the Lot Owner's Residential Dwelling, irrespective of whether the occupancy is temporary or long term. The Board's right to suspend a Lot Owner's right to use the recreational Common Area pursuant to this Section 5.4 shall be in addition to the right of the Board to suspend a Lot Owner's voting rights in accordance with Section 2.11 of these Bylaws and the Declaration or to impose a monetary fine upon the Lot Owner. To the extent applicable, all notices given by the Association under this Section 5.4 shall include the information required to be given under A.R.S. §33-1803.

5.5 No Limitation on Other Rights and Remedies. Nothing contained in this Article 5 of these Bylaws shall be construed as limiting the rights and remedies of the Board or any other Owner to enforce the Project Documents provided therein or available at law or in equity, it being understood that this Article 5 relates to the imposition of certain fines and other penalties and is not intended as a recitation of the entire scope of the rights and remedies of the Board, the Association or any Owner or Member.

ARTICLE 6 ARCHITECTURAL CONTROL AND ARCHITECTURAL COMMITTEE

6.1 Committee Composition. As provided in Section 5.10 of the Declaration, the Board may appoint an Architectural Committee to perform the duties of the Board under Article 3 and any other provisions of the Declaration so delegated. If so appointed, the Architectural Committee shall consist of three (3) persons. None shall be required to be an architect or to meet any other particular qualifications. Such persons need not be, but may be, a member of the Board or an officer of the Association. The Board may increase the number of persons on the Architectural Committee, but the number of persons must always be an odd number. If the

Board elects to appoint an Architectural Committee, the following provisions shall apply concerning appointment to and service on the Committee.

6.2 Terms of Office. The term of office for members of the Architectural Committee shall be for a period of one (1) year, or until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Any members who have resigned, been removed, or whose terms have expired may be reappointed.

6.3 Appointment and Removal. Except as may be otherwise provided in the Declaration, the right to appoint and remove all members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board; provided, however, that no member may be removed from the Architectural Committee by the Board except by the vote or written consent of more than fifty percent (50%) of the entire Board.

6.4 Resignations. Any member of the Architectural Committee may resign at any time upon written notice to the Board.

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

6.6 Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms of the Declaration, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by the Declaration.

6.7 Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of a majority of the members of the Architectural Committee, at a meeting or otherwise, shall constitute the act of the Architectural Committee unless the unanimous decision of the Architectural Committee is required by any other provision of the Declaration. The Architectural Committee shall keep and maintain a written record of all actions taken by it at such meeting or otherwise. Members of the Architectural Committee shall not be entitled to compensation for their services. However, the Architectural Committee may, at the expense of the Association, employ one or more consultants to assist the Architectural Committee.

6.8 Architectural Committee Rules. The Architectural Committee may adopt, amend, and repeal, by unanimous vote or written consent, rules and regulations. These Architectural Committee Rules shall interpret and implement the Declaration by setting standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings and other Improvements, landscaping, color schemes, exterior finishes and materials, and similar features which are required or permitted to be used within the Property.

6.9 Waiver. The approval by the Architectural Committee of the plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

6.10 Liability. So long as a member of the Architectural Committee has acted in good faith on the basis of information actually possessed, neither the Architectural Committee nor such member thereof, shall be liable to the Association, any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any portion of the Property; or (iv) the execution and filing of any estoppel certificate, whether or not the facts in the estoppel certificate are correct.

6.11 Time for Approval. In the event the Architectural Committee fails to approve or disapprove any application for approval within sixty (60) days after its receipt of the application, together with complete and legible copies of the supporting plans and specifications and issuance of an Architectural Submission Notice to the Lot Owner, the application shall be deemed approved, and further approval will not be required, and this Article 6 and Section 3.1 of the Declaration will be deemed to have been complied with.

ARTICLE 7 OTHER COMMITTEES

7.1 Board Committees. The Board may create one or more committees (other than the Architectural Committee described in Section 5.10 of the Declaration and Article 6 above) and appoint members of the Board 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 entire Board. The creation of a committee and appointment of members of the Board 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 above 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 shall also apply to committees of the Board and their members. Each committee of the Board may exercise the authority of the Board to the extent specified by the Board, except that a committee shall not take any of the following actions: (a) authorize distributions; (b) fill vacancies on the Board or any of its committees; (c) adopt, amend or repeal these Bylaws; and (d) fix the compensation of directors for serving on the Board or any committee or fix the compensation of any officer serving the Board. The Board may designate one or more directors as alternate members of any committee who may replace any absent member at any meeting of the committee.

7.2 Advisory Committees. The Board may appoint committees consisting of members and/or non-members of the Board to advise the Board and to perform such tasks as the Board deems necessary or desirable. Such advisory committee shall not have the power to

exercise any authority of the Board. Except for any Architectural Committee as may be formed pursuant to Section 5.10 of the Declaration and Article 6 of these Bylaws, any Board committee that includes persons in its membership that are not also members of the Board shall automatically be deemed advisory in nature.

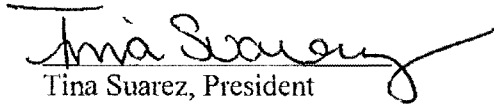
**RATIFICATION AND CERTIFICATION
OF THE BYLAWS OF
VIA SONORA HOMEOWNERS ASSOCIATION**

I hereby certify that the foregoing Bylaws of Via Sonora Homeowners Association are a true and correct copy of the Bylaws of Via Sonora Homeowners Association.



Michael Welch, Secretary

Approved this 1st day of July, 2013:



Tina Suarez, President