

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

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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

