

BYLAWS
of the
VIEWPOINT HOMEOWNERS ASSOCIATION, INC.
January 2007

Supercedes and replaces all previous Viewpoint Bylaws

CONTENTS

	<u>Page</u>	
Article I	Definitions & Applicability	
Sec. 1.01	Bylaws	3
1.02	Definitions	3
Article II	Membership & Voting	
Sec. 2.01	Member	3
2.02	Owner(s)	3
2.03	Person	3
2.04	Membership	3
2.05	Voting Rights	3
2.06	<i>Absentee Ballot(s)</i>	3
Article III	Administration	
Sec. 3.01	Association Responsibilities	3
3.02	Annual Meetings of Owners	3
3.03	Special Meetings of Owners	4
3.04	Notice of Meetings	4
3.05	Quorum and Adjourned Meeting	4
3.06	Order of Business	4
Article IV	Board of Directors	
Sec. 4.01	Number of Qualifications	4
4.02	Election and Term of Office	4
4.03	Vacancies	5
4.04	Removal of Directors	5
4.05	Organizational Meeting	5
4.06	Regular Meetings	5
4.07	Special Meetings	5
4.08	Board of Director's Quorum	5
4.09	Powers and Authority of the Board	6
4.10	Management	7
4.11	Taxes	7
4.12	Insurance or Bonds	7
4.13	Assessments, Accounting, and Audits	7
4.14	Authorized Payments by the Association	7
4.15	Rules and Regulations	8
4.16	Damage and Destruction	8
Article V	Officers	
Sec. 5.01	Designation	8
5.02	Election of Officers	8
5.03	Removal of Officers	8
5.04	President	8
5.05	Vice President	8
5.06	Secretary	8
5.07	Treasurer	9
Article VI	Obligation of Homeowners	
Sec. 6.01	Assessments	9
Article VII	Amendments	
Sec. 7.01	Bylaws	9
Article VIII	General Provisions	
Sec. 8.01	Conflict	10
8.02	Singular Includes Plural	10
8.03	Captions	10
Witness, Signatures		11
Certification		12
Viewpoint Bylaws		

BYLAWS OF THE VIEWPOINT HOMEOWNERS ASSOCIATION, INC.

WHEREAS, should any portion of these Bylaws be in conflict with the Articles of Incorporation or the Declaration, the Declaration shall take precedence.

WHEREAS, should any portion of these Bylaws be in conflict with the Federal, State, or County law, the Federal, State, or County law shall take precedence.

ARTICLE I DEFINITIONS & APPLICABILITY

Section 1.01–Bylaws. The Bylaws shall, among other things, establish the policies and procedures to carry out the provisions of the Articles of Incorporation and the Declaration.

Section 1.02–Definitions. In these Bylaws, unless the context otherwise requires, all definitions shall be as set forth in the 2007 Updated Declaration of Establishment of Covenants, Conditions, and Restrictions for Viewpoint Homeowners Association, Inc., hereinafter referred to as the “Declaration.”

ARTICLE II MEMBERSHIP & VOTING

Section 2.01 – Member: per Section 1.09 of the Declaration.

Section 2.02 – Owner(s): per Section 1.10 of the Declaration.

Section 2.03 – Person: per Section 1.11 of the Declaration.

Section 2.04 – Membership: per Section 4.02 of the Declaration.

Section 2.05 – Voting Rights: per Section 4.03 of the Declaration.

Section 2.06 – Absentee Ballot(s): per Sections 7.03C, 7.04, 7.05 of the Declaration, and Section 6A of the Rules.

ARTICLE III ADMINISTRATION

Section 3.01–Association Responsibilities. The Association shall have the responsibility of administering the common area, approving the annual budget, establishing and collecting assessments together with such other responsibilities as set forth in these Bylaws and the Declaration. In general, the Association shall be the representative of each owner for every problem that affects more than one (1) dwelling unit.

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

Section 3.03—Special Meetings of Owners. A special meeting of the owners may be called at any reasonable time and place by written notice of the Board of Directors or by the owners having one-fifth (1/5) of the total votes and delivered notice to all other owners not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting, specifying the date, time, and place thereof, and the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in said notice unless by consent of a majority of owners present, either in person or by absentee ballot.

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

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

Section 3.06—Order of Business. The order of business at all regular annual meetings of the Association shall be as follows:

- A. Call to order
- B. Affirm *Notice of Meeting* delivery to the membership (Bylaws Sec. 3.02, 3.03)
- C. Minutes of previous annual meeting
- D. Financial reports (e.g., Year End Financial, Balance Sheet, Audit Report, and Proposed Budget)
- E. Committee reports
- F. Election of new Board members
- G. Old business
- H. New business
- I. General discussion/announcements by members
- J. Adjournment

Note: Bylaws Sec. 4.05—Set the first Board meeting of the year within ten days of the Annual Meeting.

ARTICLE IV BOARD OF DIRECTORS

Section 4.01—Number and Qualifications. The affairs of the Association shall be conducted by a Board of Directors, each of whom shall be an owner, comprised of not more than nine (9) persons nor less than three (3) persons.

Section 4.02—Election and Term of Office. Effective with the 1994 annual meeting, to the present time, all newly elected Directors shall serve a term of two (2) years. Subject to the requirements of Section 4.01 of these Bylaws, the Directors shall be elected in a regular annual meeting of the Association by a vote of a majority of owners present, either in person or by

absentee ballot, constituting a quorum, for a term of two (2) years, unless a longer or shorter term is authorized as hereinafter provided and shall hold office until their successors are elected and qualify. The members of the Board may succeed themselves indefinitely, but in no instance shall there be more than one (1) Board member from each dwelling unit.

Prior to a regular annual meeting, the Board of Directors shall appoint a Nominating & Election Committee to obtain a list of names of owners, who desire to serve on the Board of Directors, to be elected at the forthcoming regular annual meeting. The Nominating & Election Committee shall inform the owners that it is accepting names of persons to serve on the Board of Directors. After the Nominating & Election Committee has determined which owners are willing to serve on the Board of Directors, it shall prepare a list of such names and submit it at the next regular annual meeting for a vote of the owners. An owner may be elected to the Board of Directors, even though his/her name does not appear on the list prepared by the Nominating & Election Committee. The Nominating & Election Committee shall count and verify the ballots collected at the regular annual meetings.

Section 4.03–Vacancies. Vacancies on the Board of Directors, caused by any reason other than the removal of a Director by vote of the owners, shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next regular annual meeting of the Association.

Section 4.04–Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Revisions effective August 12, 2005 are found in the Rules, Section 6B–Absentee Ballot & Removal of Directors.

Section 4.05–Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

Section 4.06–Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or telephone at least three (3) days prior to the day set for such meeting.

Section 4.07–Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) day's notice to each Director, given personally, by mail or telephone, which notice shall state the date, time, place, and purpose of the meetings. 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. Notwithstanding the foregoing, a majority of the Directors may waive the three (3) day notice requirement for calling a special meeting and convene a special meeting at such date, time, and place as agreed upon by the majority of Directors.

Section 4.08–Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting, at which a quorum is present, shall be the acts

of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present must adjourn the meeting.

Section 4.09—Powers and Authority of the Board. The Board of Directors shall have all the powers of an Arizona nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Association's Articles of Incorporation, these Bylaws, and the Declaration. The Board shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of said Articles, these Bylaws, and the Declaration, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of any of the foregoing provisions, the Board shall have the power and authority at any time to do the following:

- A. Care, upkeep, repair, and supervision of the common area and facilities. The Board shall establish policies governing repair expenses.
- B. Collection of assessments from owners.
- C. Designation and dismissal of personnel necessary for the maintenance and operation of the common property.
- D. To maintain insurance coverage as provided for in Article V of the Declaration.
- E. Administer easements as provided in the Declaration at Article III, Sections 3.01-3.04.
- F. To retain and pay for legal and accounting services necessary and proper in the operation of the common areas and facilities, enforcement of these Bylaws and the Declaration, or in any of the other duties or rights of the Association.
- G. To obtain or pay for any other property or services that the Board deems necessary, including security services for the common area and facilities.
- H. In the event any property owned by the Association is damaged or destroyed by an owner or any of his/her guests, agents, or members of his/her family, such owner does hereby irrevocably authorize the Association to repair said damage, and the Association shall so repair said damage in a good workmanlike manner in conformance with the original plans and specifications. Said owner shall then repay the Association in the amount actually expended for said repairs.
- I. In the event of a dispute between an owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner delivered to the Association, the matter shall be submitted to arbitration under such rules as may, from time to time, be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators: one chosen by the Board of Directors, one chosen by said owner, and these two arbitrators shall choose the third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then the same shall be selected by the presiding Judge of the Superior Court of Pima County. A determination by any two of the three arbitrators shall be binding upon said owner and the Association who shall share the cost of arbitration equally. In the event one party fails to choose any arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and authority to choose both arbitrators.
- J. To regulate the use and provide for appropriate safety measures for the common area.
- K. To maintain the common area in a neat and attractive manner.
- L. To construct new improvements or additions to the common area in accordance with Section 7.04 of the Declaration.

Section 4.10—Management. The Board shall control, maintain, manage, and improve the common property as provided in these Bylaws, the Articles, and the Declaration. Such right and power of control and management shall be exclusive. In managing the common property, the Association hereby accepts all responsibility for the control, maintenance, safety, and liability of such common property including, but not limited to, collecting and paying taxes on common areas, which shall be assessed by the County Assessor.

Section 4.11—Taxes. Owners shall pay all real estate and personal property taxes that may be assessed against their respective dwelling units. The Association shall pay all taxes levied upon any property conveyed, leased, or otherwise transferred to the Association, to the extent not assessed to owners.

Section 4.12—Insurance or Bonds. The Association shall purchase and maintain in force, fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, employees, or volunteers responsible for handling funds belonging to or administered by the Association. Such fidelity insurance or bonds shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is, in no event, less than one and one-half (1-1/2) times the insured's estimated annual operating expenses and reserves, and provide for at least ten (10) days notice to the Association before cancellation or substantial modification of the bond. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added, if the policy would not otherwise cover volunteers.

Section 4.13—Assessments, Accounting, and Audits.

- A. The Board of Directors shall levy and collect assessments pursuant to the provisions of these Bylaws and Article VII of the Declaration.
- B. The Board of Directors shall keep or provide for the keeping of books with detailed accounts affecting the administration of the common area specifying the maintenance, repair, and replacement expenses thereof and any other expenses incurred. The books and vouchers shall be made available for examination to any of the owners at convenient hours on working days. At the annual meeting, the Board shall make available to the members of the Association a complete financial report pertaining to the Association's financial condition. Upon the vote or written request of twenty-five (25%) percent of the Association's members, the Board shall appoint a committee of at least three (3) members to audit the books or, in the alternative, shall contract with a private accounting firm to audit same. Any holder, insurer, or guarantor of a first mortgage shall be entitled, upon written request to the Association, to receive a copy of the audited financial statement prepared by a private accounting firm. In the event a private accounting firm has not prepared an audited statement, the requesting party shall be entitled to receive a copy of the opinion of the financial report of the Board and, if applicable, the member-conducted audit report, statement, or compilation.

Section 4.14—Authorized Payments by the Association. The Board of Directors shall have the exclusive authority to make payments out of the Association's funds for the benefit of each owner. This authority shall include, but not be limited to, the following:

- A. Water service for the common area.
- B. Utility service for the common area.
- C. All goods, materials, supplies, labor, services, contracts, maintenance, repair, alterations, reconstruction, insurance, and taxes which the Board of Directors is authorized to obtain and pay for pursuant to these Bylaws and the Declaration, or which are authorized by the owners for the convenient operation of the common property.

- D. Maintenance, repair, upkeep, and repainting of dwelling unit, including any other improvements on a lot, shall be the sole responsibility of each owner, under the provision of Section 4.04 of the Declaration.
- E. All costs of enforcing the provisions of these Bylaws and the Declaration, including attorney's fees and court costs, provided that all costs incurred for the enforcement of the provision of these Bylaws and the Declaration against any owner shall be assessed specifically against such owner.

Section 4.15–Rules and Regulations. The Board of Directors shall have the power to adopt and publish rules and regulations (Rules) governing the use of the common property, and such rules and regulations shall be binding upon the members of the Association.

Section 4.16–Damage and Destruction. In the case of damage by fire or other casualty to the common property, the provisions of Article V and Article VII of the Declaration will govern.

ARTICLE V

OFFICERS

Section 5.01–Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Directors.

Section 5.02–Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03–Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 5.04–President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to appoint committees from among the owners, from time to time, as the President may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5.05–Vice President. The Vice President shall take the place of the President and perform the duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties, from time to time, that will be imposed upon him/her by the Board of Directors.

Section 5.06–Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association. As directed by the Board of Directors, the Secretary shall have charge of books, papers, correspondence, and files. In general, perform the duties incident to the office of Secretary, e.g., Bylaws Section 3.04–Notice of Meeting.

Section 5.07–Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, unless such function is delegated by the Board of Directors to a non-Board Viewpoint owner, a trust company, a bank, or a professional property management company as authorized under Section 4.09 of these Bylaws. The Treasurer shall be responsible for the deposit of all monies and other valuable effects collected in the name, and to the credit of, the Association in such depositories as may, from time to time, be designated by the Board of Directors. All funds of the Association over which the Treasurer has direct control shall only be withdrawn upon the Treasurer’s signature. The Board may require the signature of one or two other Board members for disbursement of Association funds. In preparation for the end of the Association’s fiscal year and accounting review, the Treasurer shall close the fiscal books/records, and provide the year-end balance sheet, financial report, and calendar year operating budget.

ARTICLE VI

OBLIGATION OF HOMEOWNERS

Section 6.01–Assessments.

- A. Personal Obligation and Nonexemption. All owners shall be personally obligated to pay annual and special assessments imposed by the Association to meet all common expenses, which shall include, but not be limited to, insurance premiums; maintenance, upkeep, and replacement of the common property; reserve contingencies; taxes and utilities for the common area; and any other charges agreed upon by a vote of the owners. No owner may exempt himself/herself from contributing toward such expenses by waiver or nonuse of the common property or by abandoning his/her dwelling unit. The assessments shall be made in the manner provided in Section 4.13 of these Bylaws and Article VII of the Declaration.
- B. Charges for Repairs. Each owner agrees that the charges for repairs, as determined pursuant to Section 4.09I of these Bylaws, if not paid within ten (10) days after completion of the work, shall become a lien upon said owner’s dwelling unit and shall continue to be such a lien until fully paid. The amount owed by said owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by these Bylaws and Section 6.05 of the Declaration. Nothing contained in this paragraph shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this paragraph been inserted.
- C. Effect of Nonpayment of Assessments; Remedies of the Association. Each owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner specified in Section 7.01 and Section 7.07 of the Declaration.

ARTICLE VII

AMENDMENTS

Section 7.01–Bylaws. These Bylaws may be amended in whole or in part by the Association in a duly constituted meeting held for such purpose by a vote of the then owners of not less than fifty-one percent (51%) of the total number of dwelling units covered by the Declaration.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01–Conflict. The Declaration/CC&Rs shall prevail and supersede any conflicts or inconsistencies between the provisions of these Bylaws and the Declaration or any amendments thereto, recorded in the Office of the County Recorder, Pima County, or with the Board of Directors Rules, regulations, or requirements. Neither the Association nor the Board of Directors, nor any agent or employee shall be authorized or empowered to take any action inconsistent with the provisions of the above referenced Declaration.

Section 8.02–Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

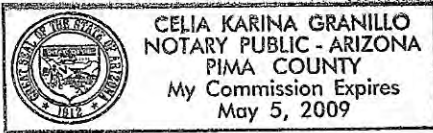
Section 8.03–Captions. All captions and titles used in these Bylaws are intended solely for the convenience or reference purposes only and in no way define, limit, or describe the true intent and meaning of the provisions hereof.

IN WITNESS WHEREOF, the Association, a nonprofit Arizona Corporation, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signature of its duly authorized officer(s) on this day, month, and year.

VIEWPOINT HOMEOWNERS ASSOCIATION, INC.

By: Raymond A. Canessa 1/31/2007
President Date

By: Karen J. Duff 1/31/2007
Secretary Date



Celia Karina Granillo 01-31-2007
my Commission expires may 5, 2009

CERTIFICATION

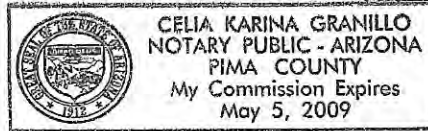
The undersigned, being the President and Secretary of Viewpoint Homeowners Association, Inc., do hereby certify that the foregoing Bylaws of Viewpoint Homeowners Association, Inc. (a portion of Colonia de Los Alamos), has been approved by the vote or written consent of the owners of not less than seventy-five (75%) of the dwelling units.

VIEWPOINT HOMEOWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation.

By: Raymond A Carroll 1/31/2007
President Date

By: Karen J Lutz 1/31/2007
Secretary Date

STATE OF ARIZONA :
COUNTY OF PIMA SS.



The foregoing was subscribed and sworn to before me this 31 day of
JANUARY, 2007 by RAYMOND A. CARROLL
and KAREN J. LUTZ as President and Secretary
of Viewpoint Homeowners Association, Inc.

Celia Karina Granillo
Notary Public

My commission expires
may 5, 2009