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F. ANN RODRIGUEZ, RECORDER
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MONTAGE VISTA 1 HOA
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BYLAWS OF
Montage Vista Lots 1-29 Homeowners Association

ARTICLE 1
Name and Location

1.1 The name of the homeowners association is **Montage Vista Lots 1-29 Homeowners Association** (the "Association"). The principal office of the Association shall be located in Pima County, Arizona.

ARTICLE 2
Definitions

2.1 Definition of Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded on the 5th day of May, 1999, in the office of the Pima County, Arizona, Recorder at Docket 11040, Page 339.

2.2 Declaration Definitions. The definitions contained in the Declaration are incorporated in these Bylaws by reference.

ARTICLE 3
Meetings of Members and Voting Rights

3.1 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 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 six (6) months after the close of escrow for the sale of the first Dwelling Unit.

3.2 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 or a written request therefore signed by Members representing twenty-five percent (25%) of the allocated votes in the Association.

3.3 Notice of Meetings. Written notice of regular and special meetings shall be given to Members by the Board by hand-delivering or mailing or electronically by email or website a notice in the manner provided in Subarticle 12.4 to each Member, which notice 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 including the general nature of any proposed amendment to the Declaration or Bylaws and any proposal to remove a Director or Officer. Notice shall be delivered or mailed or electronically by email or website to each Member at least ten (10) days and not more

than sixty (60) days prior to the meeting and shall be posted in a conspicuous place in the Common Elements.

3.4 Quorum. The presence in person or by proxy of at least twenty-five percent (25%) of the allocated votes in the Association 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.

3.5 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.

3.6 Joint Ownership of Dwelling Units. When more than one Person owns an interest in any Dwelling Unit, all such Persons shall be Members of the Association. The votes allocated to such Dwelling Unit shall be exercised as a majority of the Owners of the Dwelling Unit determine among themselves, but in no event shall more than the votes allocated to the Dwelling Unit be cast for or with respect to any Dwelling Unit concerning any one vote of the Association. The allocated votes for each Dwelling Unit must be cast as a unit, and fractional division of the allocated votes shall not be allowed. In the event that the joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast the allocated votes on behalf of a Dwelling Unit, it will thereafter be conclusively presumed for all purposes that he/she or they was/were acting with the authority and consent of all Owners of the Dwelling Unit unless any other Owners of the Dwelling Unit promptly protest such action to the Person presiding over the meeting. In the event more than the allocated votes are cast or such votes are fractionally divided as a result of being cast by more than one Owner of a particular Dwelling Unit during a particular vote of the Association, none of such votes shall be counted, and such votes shall be deemed void.

3.7 Proxies. At all meetings of Members, each Member may vote or register protest to the casting of allocated votes of the Member's Dwelling Unit by another Owner of the Dwelling Unit in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every revocable proxy shall be revoked upon actual notice or revocation to the Person presiding over a meeting of the Association or upon presentation of a later dated proxy by the same Member. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term or unless it states that it is coupled with an interest and is irrevocable. All proxies, including irrevocable proxies coupled with an interest, shall automatically cease upon conveyance by the Member of his/her Dwelling Unit or upon receipt of actual notice by the Secretary of the Board of the death or judicially declared incompetence of such Member.

3.12 Organization and Conduct of Meetings. All meetings of Members will be called to order and thereafter chaired by the Chairman of the Board if there is one or, if not, or if the Chairman of the Board is absent or so requests, then by the President. If both the Chairman of the Board and the President are unavailable, such other Officers of the Association or such 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/her absence, the chairman of the meeting may appoint any Person (whether a Member or not) to act as secretary thereof. 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/her 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 and Terms of Directors. The Board shall consist of three (3) Directors. While Class B Membership exists, the Directors may be Dwelling Unit Owners or agents of Declarant, and all Directors shall be appointed by Declarant for one-year terms or for such other term as Declarant designates. There after, the Directors shall be elected by the entire Association Membership, and at least a majority of the Directors must be Owners of Dwelling Units. The Directors, as their number may be increased by amendment of these Bylaws, shall serve staggered three-year terms. All elections and appointments of Directors under these Bylaws shall be for such terms as will preserve the staggering of terms.

4.2 Election of Board of Directors After Termination of Class B Membership.

4.2.1 Nomination. After Class B Membership terminates as provide in the Declaration, 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.

4.2.2 Voting. After Class B Membership terminates as provided in the Declaration, elections of the Board members by the Association Membership shall be by secret written ballot.

4.3 Removal. While Class B Membership exists, Declarant shall have the sole right to remove Directors. After Class B Membership terminates as provided in the Declaration, a Director may be removed by a vote of two-thirds (2/3) of the Members present and entitled to vote as a meeting of the Association at which a quorum is present.

4.4 Vacancies. While Class B Membership exists, Declarant shall have the sole right to fill vacancies in the board. After Class B Membership terminates as provided in the Declaration, 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/she replaces or until a successor is elected at a special meeting of the Members called for that purpose. 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 quarterly at a time and place within or near the Project as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, or facsimile machine at least three (3) days prior to the day named for the meeting and shall also be posted at a prominent place or places within the Common Elements.

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 posted in the Common Elements in the manner prescribed for notice of regular meetings and shall include a description of the nature of any special business to be considered by the Board.

5.3 Waiver of Notice. Before or at 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/her of the time and place of the meeting. 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 any meeting of the Board shall constitute a quorum.

5.5 Adjournment; Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

5.6 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum 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 of

the generality of the foregoing powers and duties, the Board shall be vested with and responsible for the following powers and duties:

6.1.1 To select, appoint, supervise and remove all agents and employees of the Association; to appoint Officers after Class B Membership terminates as provided in Subarticle 7.1 hereof; to prescribe such powers and duties for them as may be consistent with Arizona corporate and the Arizona Condominium Act and with the Articles, the Declaration and these Bylaws; 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.

6.1.2 To enforce the applicable provisions of the Declaration, the Articles, these Bylaws and other Instruments relating to the ownership, management and control of the Project.

6.1.3 To adopt and publish rules and regulations governing the use of the Common Elements 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.

6.1.4 To adopt and publish rules and regulations governing the keeping of animals in the Project.

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

6.1.6 To cause the Common Elements to be maintained and to contract for goods and/or services for the Common Elements of for the Association, subject to the limitations set forth in this article.

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

6.1.8 To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Articles, the Declaration, these Bylaws and such rules and regulations as may be promulgated by the Board in accordance with procedures set forth in these Bylaws and to impose suspensions of rights and reasonable monetary penalties as provided in Subarticle 9.1 hereof.

6.1.9 Upon the giving of reasonable notice, to enter upon any privately-owned Dwelling Unit as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Elements or the Owners.

6.1.10 To borrow money and incur indebtedness for purposes of the Association; to cause to be executed and delivered therefore, in the Association's

name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation's or other evidences of debt and securities therefor; and to assign its right to future income, including the right to receive Common Expense Assessments, as provided in the Declaration.

6.1.11 To fix and collect regular and special Assessments according to the Declaration and these Bylaws and, if necessary, to record a notice of Assessment and foreclose the lien against any Dwelling Unit for which an Assessment is not paid within thirty (30) days after the due date or bring 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 trust fund or funds for such purpose established by vote of a majority of Members and shall be expended only in the trust manner prescribed.

6.1.12 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:

6.1.12.1 At least sixty percent (60%) of the gross income solely of amounts received as membership dues, fees or Assessments from Dwelling Unit Owners;

6.1.12.2 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 Common Elements and other Association property; and

6.1.12.3 No part of the net earnings of the Association shall inure to the benefit of any private individual (other than be acquiring, constructing or providing management, maintenance and care of the Common Elements and other Association property) and other than by a rebate of excess membership dues, fees or Assessments.

6.1.13 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 6.1.2 through 6.1.10 and 6.1.12 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 6.1.11.

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

6.2.1 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.

6.2.2 Paying compensation to Directors or Officers 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.

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

6.2.3.1 A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration and that complies with the terms of Subarticles 4.1 and 11.9 of the Declaration.

6.2.3.2 A contract with a public utility company if the rates charged for the materials or services are regulated by 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

6.2.3.3 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.

6.2.4 Entering into any contract or lease (including a management contract for the Common Elements), inconsistent with the provisions of Subarticles 4.1 and 11.9 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 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 holding offices as Declarant or the Board by resolution may from time to time create. The Officers, except as provided above, may, but are not required to be, Members of the Association. The Officers shall be appointed by Declarant while Class B Membership exists, and each shall hold office for one (1) year unless he/she shall sooner resign, shall be removed or shall otherwise be disqualified to serve. After Class B Membership terminates as provided herein, the Board shall appoint the Officers.

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7.6.4 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 and Assessments

8.1 Maintenance and 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 Common Elements and Limited Common Elements. 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 Common Elements and Limited Common Elements for the common good of the Project. Regular Assessments shall include an adequate reserve fund for maintenance, repair and replacement of the Common Elements and Limited Common Elements and shall be subject to Subarticle 6.1.11.

ARTICLE 9

Discipline of Members; Suspension of Rights

9.1 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/her individually-owner Dwelling Unit on account of failure by the Owner to comply with provision of the Declaration, the Articles, these Bylaws or of duly enacted rules relating to operation of the Common Elements or Project, except where the loss of forfeiture is the result of the judgment of a court or a sale under a power of 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 for failure to comply with the Declaration, the Articles, these Bylaws or duly enacted rules, 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 allocated 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, Financial Statements, Books and Records. Financial statements

10.1.1 A pro forma operating statement (budget) for each fiscal year shall

10.1.2 A balance sheet as of the last day of the Association's fiscal year

10.1.3 As provided in the Declaration, and without limiting the foregoing,

10.2 Fiscal Year. The fiscal year of the Association shall be as determined by

10.3 Inspection of Association's Books and Records. The membership

ARTICLE 11

Amendment to Bylaws

11.1 Amendment to Bylaws. These Bylaws may be amended by the vote or

the prescribed percentage of affirmative votes required for action to be taken under that clause. 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 these Bylaws, the Project Documents and all reasonable rules enacted pursuant to the Declaration. Acquisition, rental or occupancy of any Dwelling Unit shall constitute acceptance and ratification of the provisions of all such rules and regulations.

12.2 Indemnity of Officers and Directors. Each Officer and Director shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonable incurred by or imposed upon him/her by judgment or settlement in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been an Officer or Director of the Association, except in cases of fraud, gross negligence or bad faith of the Officer or Director in the performance of his/her duties.

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 electronically by email or by website as otherwise specifically provided in the Project Documents. Any notice requiring return receipt will be accomplished as follows: if delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, certified or registered, 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 Dwelling Unit of such Person if no address has been given to the Secretary. In the case of notice to the Architectural Control Committee, notice may be delivered either personally to the Board or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Board and to Declarant, at Declarant's business address, while Declarant may appoint Committee members pursuant to the Declaration.

ESTABLISHMENT OF BYLAWS

We, the undersigned, being all of the Directors of MONTAGE VISTA
LOTS 1-29 HOMEOWNERS ASSOCIATION, do hereby certify:

That we are required by law and by the provisions of the Project Documents for MONTAGE VISTA LOTS 1-29 to adopt Bylaws for MONTAGE VISTA LOTS 1-29 HOMEOWNERS ASSOCIATION; and

That Declarant as the sole Member of the Association has adopted the Bylaws set forth herein; and

That we hereby assent to the within and foregoing Bylaws and adopt the same as the Bylaws of said MONTAGE VISTA LOTS 1-29
HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF, we have hereunto subscribed our names
this 8th day of August 1999

Bijan Yazdani
Bijan Yazdani - Vice President


Enayat Rohani - Secretary

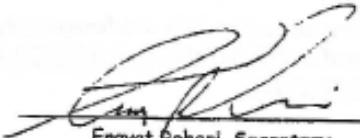
Nahid Rohani
Nahid Rohani - Treasurer

Mahvash Yazdani
Mahvash Yazdani - Member

I, the undersigned duly elected and acting Secretary of MONTAGE
VISTA LOTS 1-29 HOMEOWNERS ASSOCIATION, do hereby certify:

That the foregoing Bylaws were adopted as the Bylaws of the
Association on the 8th day of August, 1999, and that the same do now
constitute the Bylaws of such Association.

IN WITNESS, I have hereunto subscribed my name this 8th
day of August, 1999.


Enayat Rohani, Secretary
Montage Development LLC.

10/31/2011 11:25 AM

AMMENDMENT #1
Bylaws of
Montage Vista Lots 1-29 Homeowners Association

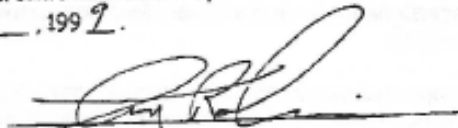
The Bylaws of the homeowners association known as Montage Vista Lots 1-29 Homeowners Association, as referred to in the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded on the 5th day of May, 1999, in the office of the Pima County, Arizona, Recorder at Docket 11040, Page 339, is hereby amended to include the following:

Article 3 3.13 Control of the Homeowners Association. The control of the Homeowners Association shall be conveyed to dwelling unit purchasers ("Homeowners") after such time as the total sales of the dwelling units equals seventy-five percent (75%) of the total dwelling units for the project.

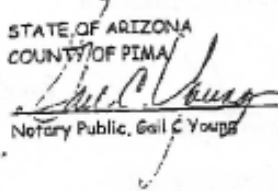
I, the undersigned duly elected and acting as Secretary of MONTAGE VISTA LOTS 1-29 HOMEOWNERS ASSOCIATION, do hereby certify:

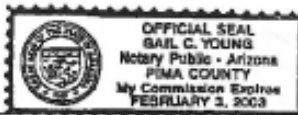
That the foregoing Amendment to the Bylaws were adopted on the 10th day of September, 1999, and that the same do now amend and constitute the Bylaws of such Association.

IN WITNESS, I have hereunto subscribed my name this 10th day of SEPTEMBER, 1999.


Enayat Rohani, Secretary
Montage Development LLC.

STATE OF ARIZONA
COUNTY OF PIMA


Notary Public, Gail C. Young



Page 1 of 1

AMENDMENT #2
Bylaws of
Montage Vista Lots 1-29 Homeowners Association

The Bylaws of the homeowners association known as Montage Vista Lots 1-29 and Montage Vista 1 Lots 1-29, which are one in the same, as referred to in the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded on the 5th day of May, 1999, in the office of the Pima County, Arizona, Recorder at Docket 11040, Page 339, is hereby amended by vote of ten (10) for, and one(1) against the motion in question.

The amendment changing the Bylaws was proposed at the annual meeting held on the 3rd and 4th of December, 2005. Copies of the proposed amendment were delivered to each Owner entitled to vote from the Montage Vista 1 Lots 1-29 Homeowners Association thirty (30) days prior to the annual meeting and the Owners with correct membership, qualifications, and voting rights as stated in the Covenants, Conditions and Restrictions voted on the Bylaw's change at the meeting to include the following additions:

"electronically by email or website notification"

Article 3.3 Notice of Meetings. Written notice of regular and special meetings shall be given to Members by the Board by hand-delivering or mailing or electronically by email or website a notice in the manner provided in Sub-article 12.4 to each Member, which notice 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 including the general nature of any proposed amendment to the declaration or Bylaws and any proposal to remove a Director or Officer. Notice shall be delivered or mailed or electronically be email or website to each Member at least ten (10) days and not more than sixty (60) days prior to the meeting and shall be posted in a conspicuous place in the Common Elements.

Article 12.4 Notices. Any notices permitted or required to be given by the project documents may be delivered either personally, by mail or electronically by email or by website as otherwise specifically provided in the Project Documents. Any item requiring return receipt will be accomplished as follows: etc...

We, the undersigned duly elected Board Members of the Montage Vista 1Lots 1-29 Homeowners Association, do hereby certify:

That the foregoing Amendment to the Bylaws were adopted on the 4th and 5th day of December, 2005, and that the same do now amend and constitute the Bylaws of such Association.

By: Charles H. Mitchell
Charles H. Mitchell

Title: President

By: Jerry Michaels
Jerry Michaels

Title: Vice President

By: M. Carmen Altamirano
M. Carmen Altamirano

Title: Secretary

By: Ken Maish
Ken Maish

Title: Treasurer

11-20-05 00:00:00