

BYLAWS

OF

VENTURE OUT AT MESA,
INC.,

A CONDOMINIUM

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**AMENDED AND RESTATED BYLAWS
OF
VENTURE OUT AT MESA, INC., A CONDOMINIUM**

**ARTICLE I
IDENTITY**

The following Amended and Restated Bylaws ("Bylaws") shall govern the operation of VENTURE OUT AT MESA, INC., a nonprofit Arizona corporation, the Association described and named in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Venture Out at Mesa, Inc., a Condominium, dated February 16, 2011 ("Declaration"), and recorded in the records of Maricopa County, Arizona.

- Section 1. **Office.** The office of the Association shall be at the Property, or at such other place as may be subsequently designated by the Board of Directors.
- Section 2. **Seal.** The seal of the Corporation shall bear the name of the Corporation, the word Arizona, the words "Nonprofit Corporation" and the year of incorporation.
- Section 3. **Defined Terms.** As used herein, the word Corporation shall be the equivalent of Association, as defined in the Declaration, and all other words, as used herein, shall have the same definition as attributed to them in the Declaration unless the context otherwise requires.
- Section 4. **Amendment and Restatement.** These Amended and Restated Bylaws shall supersede all prior Bylaws of the Corporation. Upon the adoption of these Amended and Restated Bylaws, all previously adopted Bylaws, or amendments thereto, shall be of no further force and effect.

**ARTICLE II
MEMBERSHIP AND VOTING PROVISIONS**

- Section 1. **No Stock Issued.** The Corporation shall not issue stock or certificates.
- Section 2. **Membership Limited to Owners.** Membership in the Corporation shall be limited to Lot Owners, as identified in the Declaration. The transfer of ownership of a Lot, either voluntary or by operation of law, shall terminate membership in the Corporation; said membership is to become vested in the transferee. If ownership of a Lot is vested in more than one person, then all of the persons so owning shall be Members eligible to hold office, and attend meetings of the Members. Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Lot, where the approval of the Board of Directors is required under any of the Condominium Documents, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of investigation and any other expenses that may be incurred by the Board of Directors.
- Section 3. **Quorum.** Unless otherwise provided in the Declaration, the Articles or these Bylaws, the presence in person or Absentee Ballot of Lot Owners entitled to cast

more than fifty percent (50%) of the total votes in the Association shall constitute a quorum for any meeting of the Members of the Association.

Section 4. **Voting.** Voting shall be by electronic vote or secret ballot. Only one ballot/vote may be exercised for each Lot. In case of owners having multiple Lots, each ballot must be returned in a separate envelope, a separate email, or a separate electronic vote must be made in order to be counted. Completed Absentee Ballots may be electronically mailed, sent via overnight delivery on or via U.S. mail, or delivered in person to the Secretary. In the event that website access or other internet-based electronic voting is available, the Secretary may authorize the casting of votes via an authorized website or electronic service provider. Any such Absentee Ballot or electronic vote reaching the Secretary after 4:00 p.m. Arizona time, on the day preceding the meeting will be considered as being undelivered and will not be counted. Voting on the day of the election and other regulation affecting voting and election procedures may be adopted by the Board of Directors through amendments of the Rules. A Majority of Owners shall decide any question unless the Bylaws or Declaration provide otherwise, in which event the voting percentage required in the Bylaws or Declaration shall control. The Board of Directors shall establish with the Chairman of the Election Committee the procedures, to be followed in distribution, control and counting of ballots and electronic votes.

Amended 02.18.15

ARTICLE III MEETINGS OF THE MEMBERS

- Section 1. **Place.** All meetings of the Members of the Association shall be held at the Property or at such other place within the State of Arizona as shall be designated by the Board of Directors and reflected in the notice of such meeting.
- Section 2. **Notices.** It shall be the duty of the Secretary to provide a notice of each annual or special meeting, stating the time and place thereof, for each Lot Owner of record. Notice of any special meeting shall state the purpose thereof. All notices, which are not claimed by resident Lot Owners, shall be mailed to or served at the address of the Lot Owner as it appears on the books of the Corporation not less than ten (10) days, nor more than sixty (60) days prior to such meeting.
- Section 3. **Order of Business.** The order of business at annual Lot Owners' meetings and, as far as practical, at all other Lot Owners' meetings shall be:
- a. Calling of the roll and certifying of quorum.
 - b. Proof of notice of meeting or waiver of notice.
 - c. Reading and approval of any unapproved minutes.
 - d. Reports of officers.
 - e. Reports.
 - f. Unfinished business.
 - g. New business.
 - h. Adjournment.

- Section 4. **Annual Meeting.** The annual meeting shall be held at 5001 East Main, Mesa, Arizona, or at such other place within the State of Arizona as shall be determined by the Board of Directors, during January or February of each year at such time and date as is designated by the Board of Directors, for the purpose of transacting such business as may properly come before the meeting.
- Section 5. **Special Meeting.** Special meetings of the Lot Owners for any purpose or purposes, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting Lot Owners representing a majority of the Lot Owners' total votes. This request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to subjects stated in the notice thereof.
- Section 6. **Nominating Committee.** The President shall at least ninety (90) days prior to the date of each annual meeting of the Members, appoint a Nominating Committee consisting of at least four (4) Lot Owners. The Nominating Committee shall submit a minimum of one (1) consenting nominee for election at the next annual meeting of the membership to replace each retiring Director. The list of nominees shall be filed with the Secretary not later than seventy (70) days prior to the date of the meeting and shall be available to the Members. In addition, any twenty (20) voting Members, by notice in writing filed with the Secretary not later than sixty-five (65) days prior to the annual meeting, may place in nomination additional names for Directors. No nominations will be accepted from the floor at the annual meeting.
- Section 7. **Election Committee.** At least ninety (90) days prior to the delivery mailing of ballots to the Lot Owners for the election of Directors, the Board of Directors shall appoint an Election Committee, consisting of a chairman and at least two (2) other Members, for the purpose of conducting and announcing the results of all ballot and electronic votes at the annual meeting or at any special meeting of the Members of the Association. Their responsibility shall continue until their successors have been appointed.
- Amended 02.18.15
- Section 8. **Petitions.** Any written petition to be submitted to the Association by Owners, as provided in the Declaration, must be submitted to the Secretary of the Association at least seventy (70) days prior to the date of the annual meeting or any special meeting called for the purpose of addressing the matters raised in such petition.
- Section 9. **Adjourned Meeting.** If any meeting of Lot Owners cannot be organized because a quorum of voting Lot Owners is not present in person or by Absentee Ballot, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE IV DIRECTORS

- Section 1. **Composition of Board; Conduct.** The Board of Directors shall consist of nine (9) Lot Owners, elected by the voting Members of the Association. Cumulative voting in the election of Directors is prohibited. At each annual meeting of the Members, the Members shall elect three (3) new Directors, who shall serve for a three (3) year term. No Director shall serve more than six (6) years.
- a. Directors shall conform with and obey all Condominium Documents pertaining to them or to their Lot(s). Failure or refusal to comply within thirty (30) days of a written notice of non-compliance shall result in termination as a Director.
 - b. If a Director is convicted of a felony, his or her directorship shall be immediately and automatically terminated.
 - c. Directors shall have no authority over employees of the Association and shall not issue orders or directions to such employees in the performance of their duties, except in an emergency and then only by Board action.
 - d. The President of the Board of Directors, or his designated assignee, shall be the sole spokesman for the Board in directing the Manager or assistant manager on management matters.
 - e. Should a Director face a conflict of interest on any matter facing decision by the Board, such Director shall outline the conflict and excuse himself or herself from voting on the issue.
- Section 2. **Organizational Meeting.** The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of the annual meeting at such place and time as shall be fixed by the Directors.
- Section 3. **Removal of Directors.** Any one or more of the Directors may be removed as a Director, with or without cause, at any duly called meeting of the Lot Owners by the affirmative vote of not less than a Majority of Owners at a meeting called pursuant to this section at which a quorum is present. On receipt of a petition that calls for removal of any one or more Directors that is signed by the number of Lot Owners who are entitled to cast at least ten percent (10%) of the votes in the Association, the Board of Directors shall call and provide written notice of a special meeting of the Association as provided in these Bylaws. That special meeting shall be called, noticed and held within thirty (30) days after receipt of the petition. For purposes of a special meeting called pursuant to this subsection, a quorum is present if the number of Owners to whom at least twenty percent (20%) of the votes are allocated is present at the meeting in person or cast by Absentee Ballot. The Board of Directors shall retain all documents and other records relating to the proposed removal of any one or more Directors for at least one year after the date of the special meeting and shall permit Members to inspect those documents and records as required by Arizona law. A petition that calls for the removal of the same Director shall not be submitted more than once during each term of office for that Director.

If a Director(s) is removed, a successor(s) shall be elected to fill the vacancy(ies) at the next Board meeting in the manner provided in Section 4 below.

- Section 4. **Vacancies.** If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual meeting of the Association. The election for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. At the next annual meeting of the Association, the Members shall elect a replacement Director to fill the remaining term of the office of the Director that was vacated.
- Section 5. **Disqualification and Resignation.** A Director may resign at any time by sending a written notice of resignation to the office of the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall constitute a resignation. In the event a Director ceases to be a Lot Owner, the directorship shall immediately terminate. No Lot Owner shall continue to serve on the Board if more than 30 days delinquent in the payment of an Assessment. Such delinquency shall automatically constitute a resignation.
- Section 6. **Regular Meetings.** The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate.
- Section 7. **Special Meetings.** Special meetings of the Directors may be called by the President, or by the Secretary at the written request of one-third of the Members of the Board. Not less than five days' notice of the meeting shall be given personally, by mail, telephone, facsimile or e-mail. The notice shall state the time, place and purpose of the meeting.
- Section 8. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and this waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted.
- Section 9. **Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at the meetings for which a quorum is present, shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum, the meeting shall be adjourned. When reconvened, any business which might have been transacted at the original meeting as called, may be transacted without further notice.

Section 10. **Compensation.** The Directors' fees, if any, shall be determined by the Members of the Association.

Section 11. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by the Declaration or by these Bylaws directed to be exercised and done by the Lot Owners. These powers shall specifically include, without limitation, the following:

- a. To exercise all powers specifically set forth in the Declaration and other Condominium Documents, and in the Act, and all powers incidental thereto.
- b. To make Assessments, collect Assessments, and use and expend the Assessments to carry out the purpose and powers of the Association.
- c. To employ, dismiss and control the personnel necessary for the maintenance and operation of the Property and the Common Elements and facilities, and to employ attorneys, accountants, contractors and other professionals as the need arises.
- d. To make and amend Rules applicable to the operation and use of the Common Elements and Property as well as the use and maintenance of the Lots, Park Models and Recreation Vehicles within the Property.
- e. To contract for the management of the Association and Property and to delegate all of the powers and duties of the Association except those which are required by the Declaration or Bylaws to have approval of the Board of Directors or Lot Owners.
- f. To designate committees to assist and advise the Board of Directors. One Director may be appointed to maintain liaison with each committee. The resolution establishing each committee shall state its purpose and contain such guidance as the Board of Directors deems advisable to facilitate achievement of its objective. Standing committees may be appointed for the purpose of maintaining surveillance or a continuing function of the Association. Records of periodic meetings shall be submitted to the Board of Directors as required. Ad Hoc committees may be appointed to study specific problems and submit proposals for their solution to the Board of Directors.
- g. To use and disburse the proceeds of Assessments and other income in the exercise of its powers and duties.
- h. To maintain, repair, replace and operate the Property.
- i. To reconstruct improvements after casualty and to further improve the Property.
- j. To enforce by legal means the provisions of the Condominium Documents.

- k. To pay taxes and assessments which are liens against any part of the Property other than individual Lots and the personal property thereon.
- l. To pay the costs of all electrical power, water, sewer and other utility services rendered to the Property and not billed to Lot Owners.
- m. To buy, sell, trade or encumber personal property which the Board of Directors considers desirable in the operation and maintenance of the Property.
- n. To sell any real property not designated as a Common or Limited Common Element under such terms and price as the Board of Directors deems in the best interest of the Association; subject, however, to approval by the Lot Owners at the annual meeting or a special meeting called for such purpose.

Section 12. **Comment of Lot Owners.** Lot Owners shall have the opportunity to comment, for a period not to exceed thirty (30) minutes, on any agenda item. at the beginning of any meeting of the Board of Directors at which the attendance of Lot Owners is permitted.

Section 13. **Open and Closed Meetings.** All meetings of the Association and Board of Directors are open to all Members. Members attending such open meetings may not participate in any deliberation or discussion during a Board meeting unless expressly authorized to do so with the Board's approval. The Board of Directors may place reasonable time restrictions on those persons speaking during a meeting but shall permit a Member or a Member's designated representative to speak before the Board of Directors takes formal action on an item under discussion in addition to any other opportunities to speak. Any portion of a Board meeting may be closed, if that portion of the meeting is limited to: (1) employment or personnel matters for employees of the Board or Association; (2) legal advice from the attorney for the Board and Association; (3) pending or contemplated litigation; (4) matters involving personal, health and financial information about an individual Member or an individual employee (of the Association or contractor for the Association, including enforcement of violations of the Condominium Documents that involve personal and/or financial information, and (5) any other matters that are authorized by Arizona law to be addressed in a closed meeting.

ARTICLE V OFFICERS AND MANAGER

Section 1. **Elective Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforesaid offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors.

- Section 2. **Election.** The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors, at the organizational meeting of each new Board following the annual meeting.
- Section 3. **Appointive Officers.** The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary.
- Section 4. **Term.** The officers of the Association shall hold office until their successors are elected or appointed. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote by a majority of the whole Board of Directors (e.g. if the Board of Directors is composed of nine persons, then five Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.
- Section 5. **President.** The President shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President shall have the authority to execute all contracts and documents of the Association, including amendments to the Declaration that are adopted pursuant to the requirements of the Declaration, or that are otherwise authorized, on behalf of the Association. The President shall have the authority to cause to be recorded all amendments to the Declaration that are adopted pursuant to the requirements of the Declaration or that are otherwise authorized on behalf of the Association.
- Section 6. **Vice President.** The Vice President shall perform all the duties of the President in his absence or disability and such other duties as may be required by the Board of Directors.
- Section 7. **Secretary.** The Secretary shall issue notices of Board of Directors meetings and all meetings of the Association, shall attend and keep the minutes of the same, shall have charge of all of the Association's books, records and papers except those kept by the Treasurer, and shall have custody of the seal of the Association. The Assistant Secretary may perform the duties of the Secretary when the Secretary is absent or incapacitated.
- Section 8. **Treasurer.** The Treasurer shall audit disbursement checks of the Association and be a signatory thereof. The Treasurer shall submit financial reports of the Association as required by the Board of Directors, and shall have primary responsibility in the preparation of the annual budget as chairman of the Budget Committee. The Assistant Treasurer may perform the duties of the Treasurer when the Treasurer is absent or incapacitated.
- Section 9. **Manager.** The Manager, and any assistant manager appointed by the Manager or the Board, shall not be a Lot Owner or Renter or the spouse of a Lot Owner or Renter.

ARTICLE VI FISCAL MANAGEMENT

- Section 1. **Depositories.** The funds of the Association shall be deposited in such banks and depositories as determined by the Board of Directors, upon resolutions approved by the Board, and shall be withdrawn only upon payments and demands for money signed by such officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association.
- Section 2. **Fidelity Bonds.** All Directors and all officers of the Association shall be bonded. In addition, all employees, contractors or volunteers who are entrusted with cash or assets of the Association shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or controls.
- Section 3. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of July of each year. Lot Owner Assessments shall be due at the beginning of each calendar quarter during such fiscal year. The Board of Directors is authorized to elect a different fiscal year so long as such change satisfies the requirements of applicable governmental taxing authorities.
- Section 4. **Commingling of Funds.** Unless otherwise provided, all sums collected by the Association from Assessments, with the exception of Reserve Funds, may be commingled in a single fund, or divided into more than one fund, as determined by the Board of Directors.
- Section 5. **Annual Audit.** An audit of accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be available for inspection by the Members in the office of the Association, not later than five (5) months after the end of the fiscal year for which the report is made.
- Section 6. **Procurement Limitations.** If any proposed contract exceeds ten thousand dollars (\$10,000), it must be let only on an Invitation-For-Bid procedure (with a minimum of three bids), unless the Board of Directors specifically authorizes the use of a negotiation proposal for such contract. The Manager's spending limit will annually be determined by the Board of Directors at the annual budget meetings. The Board of Directors shall not delegate nor permit any Director, Officer or Manager to enter into any written or oral contract for the Association unless (1) the proposed agreement is approved by the Board of Directors, and (2) a funding source in the approved annual budget is explicitly identified.

ARTICLE VII AMENDMENTS TO THE BYLAWS

These Bylaws may be amended at any duly called meeting of the Members of the Association by the affirmative vote of the lesser of (1) two-thirds of the votes cast by Lot Owners voting in person or by Absentee Ballot at the meeting with regard to such amendment, or (2) a majority of the total votes of the Association, where notice of the proposed amendment is included in the notice of meeting; provided however, that these Bylaws shall not be amended to contain any terms or provision which would be contrary to the Declaration or the Articles, as those documents are amended from time to time. Amendments to these Bylaws may only be submitted to a vote of the Members if the amendment is proposed by the Board of Directors or proposed by written petition submitted to the Secretary of the Association at least sixty (60) days prior to the date of the annual or special meeting and signed by the Owners of at least one hundred (100) Lots.

ARTICLE VIII NOTICES

Whatever notices are required to be sent hereunder, such notices shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration.

ARTICLE IX

INDEMNIFICATION

The Association shall indemnify every Director and every Officer, and their heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by such Director or Officer in connection with any action, suit or proceeding to which they may be a party, by reason of being or having been a Director or Officer of the Association. Also included are reasonable counsel fees to be approved by the Board of Directors, except wherein such Director or Officer may be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

ARTICLE X LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Lot Owner or Member from any liability or obligations incurred under or in any way connected with the Association during the period of such Lot Ownership, or impair any rights or remedies which the Association may have against such former Lot Owner arising out of or in any way connected with such Lot Ownership, and the covenants and obligations incident thereto.

ARTICLE XI LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage caused by a latent condition in the Property, nor for injury or damage caused by the elements, or by Owners or persons.

**ARTICLE XII
PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Documents or the Act.

**ARTICLE XIII
RULES AND REGULATIONS**

Section 1. **Rules Governing Common Elements.** The Board of Directors may adopt or amend previously adopted Rules governing the details of the operation, use, maintenance, management and control of the Common Elements and any facilities or services made available to the Lot Owners. The Board of Directors shall post in a conspicuous place on the Property, a copy of the Rules adopted by the Board of Directors.

Section 2. **Rules Governing Lots.** The Board of Directors may from time to time adopt or amend previously adopted Rules governing and restricting the use and maintenance of the Lot(s), provided that copies of such Rules are posted in a conspicuous place on the Property.

APPROVED AND DECLARED as the Amended And Restated Bylaws of VENTURE OUT AT MESA, INC., an Arizona nonprofit corporation.

VENTURE OUT AT MESA, INC., an
Arizona nonprofit corporation

ATTEST:

Marnee L. Boyle, Secretary

Ray Cooper, President

CERTIFICATION

The undersigned, being the duly elected Secretary of VENTURE OUT AT MESA, INC., an Arizona nonprofit corporation, hereby certifies that the foregoing Amended and Restated Bylaws of Venture Out At Mesa, Inc., were duly adopted by an affirmative vote in person or by Absentee Ballot of the Lot Owners, as required by the terms of the Corporation's Bylaws being amended and restated, at a meeting of the Members of the Corporations held on February 18th, 2015.

Dated this 18th day of February 2015.