AMENDED AND RESTATED BYLAWS

FOR THE UPLANDS AT LAMBERT LANE HOMEOWNERS ASSOCIATION

Pursuant to the provisions of Arizona Revised Statutes, A.R.S. § 10-3101, et seq. and A.R.S. § 33-1801, et seq., the above Arizona nonprofit corporation hereby adopts the following Bylaws:

ARTICLE I
NAME AND LOCATION

The name of the corporation is The Uplands at Lambert Lane Homeowners Association. The principal office of the corporation shall be located at 6340 North Campbell Avenue, Suite 240, Tucson, Arizona 85718, but meetings of Members and directors may be held at such places within the State of Arizona as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.1 "Association"

"Association" shall mean and refer to The Uplands at Lambert Lane Homeowners Association, an Arizona nonprofit corporation, its successors and assigns.

Section 2.2 "Covered Property"

"Covered Property" shall mean and refer to that certain real property described in the Declaration.

Section 2.3 "Declaration"

"Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for The Uplands at Lambert Lane applicable to the Covered Property and recorded in the Office of the Pima County Recorder, State of Arizona, as it may be amended from time to time.

Section 2.4 "Member"

"Member" shall mean and refer to those persons entitled to Membership in the Association as provided in the Declaration, including the Class A and Class B Members.

Section 2.5 "Votes" or "Voting"

"Votes" or "Voting," unless the context otherwise indicates, shall mean the votes

or voting action of each Class A Member and the Class B Members.

Words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration, unless the context indicates otherwise.

ARTICLE III
MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1 Membership

The Association shall have two classes of Membership, Class A and Class B, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to Membership are incorporated by this reference.

Section 3.2 Annual Meetings

The Association shall hold its first meeting, whether a regular or special meeting, within one year after the date of the Association's incorporation. The Board shall set the date and time of subsequent regular annual meetings. Annual meetings may be conducted electronically (i.e., via the Internet, intranet, or teleconference) if and to the extent permitted by law, including by future enactments.

Section 3.3 Special Meetings

The President may call special meetings. It shall also be the President's duty to call a special meeting if so directed by Board resolution, by request of the Class B Members or upon a petition signed by Members representing at least ten percent (10%) of the total Class A votes of the Association.

Section 3.4 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, and no more than thirty (30) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting, including such purposes as are required to be set forth and disclosed pursuant to A.R.S. § 33-1804.

Section 3.5 Waiver of Notice

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members,

either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.6 Voting

Members' voting rights shall be as set forth the Declaration, with Declarant, Declarant Affiliates, and the Class B Members having such rights and privileges as contained therein, including weighted voting rights and other rights, the right to disapprove actions of the Board of Directors of the Corporation, and other reserved rights as provided in the Declaration. All such voting rights provisions, as amended from time to time, are specifically incorporated by this reference.

Section 3.7 Proxies

Voting by proxy shall be prohibited to the fullest extent such prohibition is permitted by law; provided, however, that during the Declarant Control Period, Declarant may in writing permit voting by proxy should Declarant, in its discretion, wish to permit such voting. Should voting by proxy be permitted by Declarant, as stated, every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast; and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon the earlier of: (a) conveyance of any Lot for which it was given, (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or (c) twelve months from the date of the proxy, unless a shorter period is specified in the proxy or is mandated by law.

Notwithstanding the foregoing, Members may vote without a meeting and by written ballot mailed to the Association in accordance with notice and other procedures established by law.

Section 3.8 Quorum

Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing at least ten percent (10%) of the total Class A votes in the Association shall constitute a quorum at all Association meetings. However, if the Class B Membership exists and the Declarant or its proxy is not present, a quorum shall not exist.

Section 3.9 Conduct of Meetings

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

Section 3.10 Member Action Without a Meeting

Except as provided by law, any action required or permitted to be taken and that requires Member approval may be taken without a meeting, by written consent, as evidenced by one or more written consents describing the action taken, signed by Members representing a majority of the voting power of the Membership, as defined by law (or such other percentage as may be required hereunder or in the Articles or Declaration for the action taken hereunder), and filed with the minutes or corporate records. Action taken by written consent is effective when the last Member (of the number required for the action) signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document.

Except as provided by law, any vote of the Members may also be taken without a meeting, provided such vote is in compliance with state law.

This Article shall be construed consistently with state law, as same may from time to time change.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 4.1 Number

The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and these Bylaws. During the Declarant Control Period, the Board shall consist of at least three (3) directors who shall be Members or individuals designated by a corporate, partnership or other non-individual Member, and all of the directors shall, at the discretion of the Declarant, be appointed by the Declarant, acting as a Class B Member, during the Declarant Control Period. Commencing with the first annual meeting of the Members following the termination of the Declarant Control Period, and except as provided below, the Board shall consist of, and the Members shall elect, directors totaling not more than seven (7) directors, but never an even number, all of whom must be Members, or an individual designated by a corporate, partnership or other non-individual Member.

Section 4.2 Term of Office

The directors designated in the Articles shall hold office until they shall resign or until such earlier time as they may be replaced or removed by the Declarant acting in its capacity as a Class B Member, and the Declarant, as a Class B Member, reserves the right to appoint successors in the event of resignation or inability to serve, or in the event of removal by the Declarant. The terms following the expiration of the Declarant Control Period may be determined by the Board at its discretion. The Board may appoint various committees at its discretion. The Board may also appoint or engage a manager to be responsible for the day-to-day operation of the Association and the Common Areas. The Board shall determine the compensation to be paid to the manager.

Section 4.3 Qualification and Removal

Any director may be removed from the Board, with or without cause, by a vote of Members in conformance with law. In the event of death or resignation of a director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of a predecessor. Notwithstanding the foregoing, directors appointed by the Declarant as a Class B Member under any right of appointment may only be removed or replaced by the Declarant acting as a Class B Member.

Section 4.4 Compensation

No director shall receive compensation for any service he may render to the Association that is within his duties as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made by Declarant from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among individual Members or individuals designated by corporate, partnership, and other non-individual Members.

Notwithstanding the foregoing, nomination need not be made by Declarant for persons Declarant intends to appoint as directors during the Declarant Control Period, and until expiration of the Declarant Control Period, the Declarant, as a Class B Member, shall appoint all members of the Nominating Committee, who may be agents, employees or representatives of Declarant.

Section 4.6 Election

Election to the Board of Directors, except for appointments or vote by acclamation, shall be by written ballot. In any such election, every Owner or Member entitled to vote shall be entitled to cast the number of votes attributable to such Owner or Member multiplied by the number of directors to be elected. Members may cast their votes for a single candidate or may distribute the votes among two or more candidates.

ARTICLE V
MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings

Regular meetings of the Board of Directors shall be held at least once per calendar year, at such place and hour as may be fixed from time to time by resolution of the Board, and may be held telephonically or by other means of communication whereby all participants may hear each other. All meetings of the Board shall be open to all Members (and Members who are not directors shall be permitted to participate subject to reasonable restrictions of the Board); provided, however, that any meeting or portion thereof may be closed for the reasons authorized by law, including by virtue of A.R.S. § 33-1804(A) as may be amended or replaced by any successor statute.

Section 5.2 Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days written notice to each director unless waived or otherwise permitted. Except where the law may otherwise permit in the case of emergency or other circumstances, a special meeting must also comply with A.R.S. § 33-1804.

Section 5.3 Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Action Taken Without a Meeting

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5.5 Notice after Declarant Control

After termination of the Declarant Control Period, notice of meetings of the directors shall comply with such additional requirements as may exist at law, including pursuant to A.R.S. § 33-1804.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers

In addition to all other powers, the Board of Directors shall have power to:

A. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association, subject to provisions of law concerning notice and hearing. Such rights may also be suspended after notice and hearing (as provided in ARTICLE VIII), for a period not to exceed sixty (60) days for infraction of published rules and regulations, unless such infraction is continuing in which case such suspension may continue until the infraction is cured;

C. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

E. grant easements over, across or under the Common Areas for public utilities, ingress, egress and such other purposes as may be deemed advisable by the Board.

Section 6.2 Duties

It shall be the duty of the Board of Directors to:

A. as more fully provided in the Declaration:

1. fix the amount of the annual and other assessments against each Lot;

2. send written notice of each assessment to every Owner subject thereto; and

3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same, provided same is cost effective in the sole discretion of the Board of Directors;

B. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

C. procure and maintain liability and hazard insurance on property owned by the Association in the amounts required by the Declaration or otherwise determined by the Board of Directors in their sole discretion;

D. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

E. cause the Common Area, and any other areas for which the Association is responsible, to be maintained; and

F. send the information required by ARTICLE VII below to a prospective purchaser of a Lot upon receipt of the required notice of pending sale.

Section 6.3 Right of Class B Member to Disapprove Actions

So long as the Class B Membership exists, the Class B Members shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class B Members, would tend to impair rights of Declarant or the Class B Members under the Declaration or these Bylaws, interfere with development or construction of any portion of the Covered Property, diminish the level of services being provided by the Association or otherwise conflict with the plans, goals and objectives of Declarant or the Class B Members as they determine same in their sole discretion.

A. Notice. The Association, the Board, and each committee shall give the Class B Members written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting). Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies as to Board meetings with all provisions hereof, and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

B. Opportunity to be Heard. The Association, the Board, and each committee shall give the Class B Member the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective

action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (A) and (B) above have been met.

The Class B Members, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action.

Section 6.4 Management

The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or authority with respect to adoption of budgets. Declarant or its affiliate may be employed as managing agent or manager.

Section 6.5 Borrowing

The Association may borrow money for any legal purpose; provided, the Board shall obtain approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed ten percent (10%) of the Association's budgeted gross expenses for that fiscal year.

Section 6.6 Right to Contract

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives and other owners associations, within and outside the Covered Property. Any common management agreement shall require the consent of a majority of the Board.

ARTICLE VII
SALE OF LOT BY OWNER/MEMBER

Each Member selling a Lot is required immediately upon execution of a contract therefor to notify the Association, in writing, of the name and address of the purchaser thereof, as well as the scheduled closing date for the sale. The Association shall, upon

receipt of such information, and in addition to any other requirement at law, comply with the provisions of A.R.S. § 33-1806 dealing with the provision of materials and notices to each new owner or purchaser. The provisions of this Article shall not apply to a sale pursuant to a public report or which is otherwise exempt pursuant to A.R.S. § 33-1806(F) or any other law.

ARTICLE VIII
HEARINGS

Section 8.1 General Sanction Hearing

In the event the Board shall exercise its right: 1) to suspend voting rights; 2) to suspend the rights of an Owner or his guests or invitees to use the Common Area; 3) to impose any monetary penalty, or 4) to disqualify an Owner from eligibility to be elected or appointed to the Board or to any committee of the Association, the Board shall first give the sanctioned party written notice of the basis for such sanctions, and the sanctioned party shall be granted an opportunity to be heard by the Board after such notice as is required by law has been given. The form of such notice and the specific procedures for the hearing may be determined by the rules and regulations adopted by Board resolutions.

Section 8.2 Non-Conforming Improvement Hearings

In the event the ARC desires, pursuant to the Declaration, to make or direct a third party to make architectural improvements, alterations, or repairs upon an Owner's Lot, the Committee shall comply with all applicable laws and shall give written notice to said Owner specifying the nature of the nonconformity of the architectural improvements, as defined in the Declaration, and providing the Owner with a hearing date before the Committee which shall be more than five (5) but less than fifty (50) days of the date of mailing or delivery of the written notice to said Owner, unless other time periods are mandated by law. The form of said written notice and the procedural guidelines for the hearing shall be determined by the rules and regulations adopted by Board resolution.

Section 8.3 Additional Enforcement Rights

Notwithstanding anything to the contrary in this Article, the Board may to the extent permitted by law elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible by law, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association, including financial and other records, shall at all times, during reasonable business hours, be subject to inspection by any Member, subject to the provisions of law which may permit certain records to be withheld from disclosure. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, and copies may, to the extent permitted by law, be purchased at reasonable cost, which cost shall not exceed any maximum charge allowed by law.

ARTICLE X
OFFICERS

Section 10.1 Officers

The Association's officers shall be a President, Secretary, Treasurer and such Vice Presidents as the Board shall wish. The President and Secretary shall be elected from among Board members; other officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. The same person may hold any two or more offices, except the offices of President and Secretary.

Section 10.2 Election and Term of Office

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected.

Section 10.3 Removal and Vacancies

The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

Section 10.4 Powers and Duties

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer shall keep proper books of account and shall cause an annual financial

review or compilation of the Association books to be made at the completion of each fiscal year.

Section 10.5 Resignation

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 10.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.

At least two (2) officers or such other person(s) as the Board may designate shall execute the Association's agreements, contracts, deeds, leases, and other instruments, unless otherwise authorized by the Board.

Section 10.7 Compensation

Compensation of officers shall be subject to the same limitations as compensation of directors.

ARTICLE XI
COMMITTEES

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Committees of the Board shall include any required by the Declaration, including the Architectural Review Committee (the "ARC").

ARTICLE XII
MISCELLANEOUS

Section 12.1 Fiscal Year

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 12.2 Notices

Except as otherwise provided in the Declaration or these Bylaws, and except as otherwise permitted or directed by law, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be

deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

A. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member;

B. if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section; or

C. if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

ARTICLE XIII
AMENDMENT

Section 13.1 By Class B Member

Prior to termination of the Declarant Control Period, the Declarant may unilaterally amend these Bylaws for any purpose whatsoever, without any other consent or approval. Without limitation, amendments may be made by the Declarant, as a Class B Member, if such amendment is necessary in order to achieve compliance with the regulations of any lawful authority or governmental agency, including those establishing underwriting and other standards for financing or the purchase, insurance or guaranteeing of loans, to correct any error or ambiguity or to conform to the Declaration, or for any other purpose.

Section 13.2 By Members Generally

Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing fifty one percent (51%) of the total Class A and Class B votes in the Association, and the consent of the Declarant so long as it holds a Class A or Class B Membership. An amendment proposed by the Members other than Declarant or the Class B Members shall be submitted to the Board of Directors by petition. The petition must be (i) written, signed, and dated by Members representing at least twenty percent (20%) of the total Class A and Class B votes in the Association; and (ii) delivered to the President and the Board. The petition shall include a description of the proposed amendment to these Bylaws and the names and the votes represented by each of the Members signing the petition. If the petition is correct and in proper form as determined by the Board, and if the proposed amendments have been approved by the Board, the President and Secretary shall call and hold a special meeting for the purpose of Membership voting on the proposed amendment. The special meeting or vote shall be held in a manner consistent with the notice, voting, quorum, and other procedural requirements set forth

in these Bylaws and the Declaration, or as required or permitted by law, except that so long as the Declarant is a Member of the Association, if the Declarant does not approve of the petition and vote affirmatively for the amendment, the amendment shall not pass.

Section 13.3 Validity of Amendments

No amendment may remove, revoke, modify, or conflict with any right or privilege of Declarant or the Class B Members without the written consent of Declarant, the Class B Members, or the assignee of such right or privilege.

ARTICLE XIV
CONFLICTS

In the event of conflicts among the provisions of Arizona law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Arizona law, the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall prevail.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 5th day of June, 2013.

Frank Della Cioppa
Secretary of the Corporation

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