

**BYLAWS
OF
THE CROSSROADS AT MINGUS PROPERTY OWNERS' ASSOCIATION**

**ARTICLE 1
APPLICATIONS**

1.1 Name and Location.

These Bylaws shall constitute the Bylaws of The Crossroads at Mingus Property Owners' Association (the "Association"), a corporation formed pursuant to the Covenants, Conditions and Restrictions recorded in the Official Records of the Yavapai County Recorder, Arizona, as and if amended (the "Declarant"), for that subdivision originally recorded as The Highlands, now known as The Crossroads at Mingus (the "Project").

1.2 Application.

All present or future Owners, tenants, future tenants, or their employees, or any other persons who might use the facilities of the Project in any manner, are subject to the regulations of these Bylaws as set forth herein.

1.3 Non-Profit Corporation.

The Association is a non-profit corporation, organized and existing under and by virtue of the laws of the State of Arizona as the same pertains to the application of corporate activities and the Project. The office of the Association shall be located at is 190 Crystal Sky Drive, Sedona, Arizona 86351.

1.4 Terms.

The terms not otherwise defined in the Bylaws shall be have the meanings set forth in the Declaration.

**ARTICLE II
MEETINGS OF THE MEMBERSHIP**

2.1 Place.

All meetings of the Members shall be held at the Project or at such other place as shall be designated by the Board of Directors of the Association and stated in the notice of a meeting.

2.2 Annual Meeting.

Annual meetings of the Members shall be held each calendar year for the purpose of electing directors and transacting other business authorized to be transacted by the Board of Directors and Members. The time, date and place of such Annual Meetings shall be determined by the Board of Directors.

2.3 Special Meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any one of the following: (i) the President or the Board of Directors, (ii) upon written request of the Members who are entitled to cast at least one-fourth (1/4th) of the votes of all Members; (iii) upon written request of all the Class A Members entitled to vote.

2.4 Notices and Quorums.

The notice of a meeting for any annual or special meeting of the Members shall be sent to all Members not less than ten (10) days or more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of absentee ballots (as provided in Section 2.5 hereof) entitled to cast fifty-one percent (51%) of all the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Member can waive notice to a meeting and right to vote may be exercised by absentee ballot pursuant to such rules as the Board may from time to time promulgate.

2.5 Absentee Ballot.

Every Member entitled to vote or execute consents shall have the right to do so either in person, or by a written absentee ballot executed by the Member. An absentee ballot shall be deemed signed if the Member's name is placed on the absentee ballot (whether by manual signature, typewriting, telegraphic transmission, electronic mail or otherwise) by a Member or the Member's attorney-in-fact. An absentee ballot shall be deemed valid if it is signed and satisfies the following minimum requirements:

- (a) The absentee ballot sets forth each proposed action.
- (b) The absentee ballot provides an opportunity to vote for or against each proposed action.
- (c) The absentee ballot provides that it is valid for only one specified election or meeting of the members and expires automatically after the completion of the election or meeting.
- (d) The absentee ballot specifies the time and date by which the ballot must be delivered to the Board of Directors in order to be counted, which shall be at least seven (7) days after the date that the Board of Directors delivers the unvoted absentee ballot to the Member.
- (e) The absentee ballot does not authorize another person to cast votes on behalf of the Member.

All absentee ballots that meet the minimum requirements above and are submitted in a timely manner shall be counted as votes in the election or meeting specified in the absentee ballot. In any election of Directors, any form of absentee ballot in which the Directors to be voted upon are named therein as candidates and which is marked by a Member "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld, shall not be voted either for or against the election of a Director.

2.6 Voting Requirements.

The vote of a majority of the quorum shall decide any question brought before the Members, unless state law, the Declaration, the Articles, or these Bylaws require otherwise.

2.7 Cumulative Voting for Directors.

In all elections of Directors of the Association, each Class "A" Member shall have the right to cast as many votes in the aggregate as shall be equal to the number of Lots or Parcels for which he or she is a Class "A" Member. A Class "B" Member shall have the right to cast as many votes in the aggregate as shall equal ten (10) times the number of Lots or Parcels for which he or she is a Member, multiplied by the number of Directors to be elected at such election; and each Member may cast the whole of such votes for one (1) candidate, or distribute such votes among two (2) or more candidates.

2.8 Informal Action.

Any action required to be taken at a meeting of the Members. or any other action which may be taken at such meeting, except the election of Directors where cumulative voting is a requirement, may be taken without a meeting if done in compliance with the provisions of Arizona Revised Statutes, Section 10-3704, which requires, among other things, that the Association distribute a written ballot, in the form described in Section 2.5 above, to every Member entitled to vote on the matter.

2.9 Irregularities.

All information and/or irregularities in the notice of a meeting and in the manner of voting, form or absentee ballots, credentials, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting, or if waived in writing.

2.10 Record Date.

For the purpose of determining Members entitled to notice of a meeting or to vote at any meeting of Members, or in order to make a determination of Members for any other purpose, the Board of Directors, at its election, may provide that the Membership books shall be closed for a stated period, but in no event shall such period extend past the date which is fifteen (15) days prior to a meeting.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number and Term of Office.

Prior to the first vote for members of the Board after the Class B membership has been converted to Class A membership, the Board shall consist of one (1) Director, which may be the Declarant or appointed by the Declarant, or upon the election of Declarant, either three (3) or five (5) Directors, all appointed by Declarant. Commencing with the first vote for members of the Board after the Class B membership has been converted to Class A membership, the Board of Directors shall consist of an odd number of Directors, totaling five (5) or more in number, each of which shall be an Owner of a Lot or Parcel. If an Owner is a corporation, partnership, trust or other legal entity, the Director may be a representative thereof.

3.2 Location of Meetings.

The initial organizational meeting of the Board of Directors and annual meetings thereafter shall be held at such places and times as shall be determined by the Board.

3.3 Removal of Directors.

At any time after the Class B membership has been converted to Class A membership, any one or more of the Directors may be removed from the Board with or without cause, by the affirmative vote of the Members casting not less than two-thirds (2/3rds) of the total votes present at a meeting where a quorum is present, and a successor may then and there be elected to fill the vacancy.

3.4 Vacancies on Board of Directors.

If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, disability or otherwise, a majority of the remaining Directors shall choose a successor, or successors, who shall hold office for the balance of such unexpired term.

3.5 Disqualification and Resignation of Directors.

Any Director may resign at any time by sending written notice of such resignation to the office of the Association delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect at the next meeting. Except in the case of injury, illness or similar circumstances, in the event that a Director has more than three (3) consecutive absences from regular meetings of the Board of Directors, the Board may remove the Director effective at the conclusion of the last missed meeting. In the event a Director sells his or her Lot or Parcel, such Director shall be automatically removed upon the consummation of such sale. No Director shall continue to serve on the Board should he or she be more than thirty (30) days delinquent in the payment of any Assessment. Any such delinquency, unless otherwise excused by the Board, shall automatically constitute a resignation, which shall be effective immediately upon acceptance by the Board of Directors.

3.6 Regular Meetings.

The Board of Directors shall establish a schedule of regular meetings to be held at such times and places as the Board of Directors may designate. Notice of such regular meetings of the Board need not be given.

3.7 Special Meetings.

Special meetings of the Board of Directors may be called by the President of the Association or by any two (2) Directors. Notice of a special meeting shall be delivered to each Director not less than two (2) days before the date of such special meeting, given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the special meeting.

3.8 Waiver of Notice.

Prior to, or at, any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of the notice required hereunder, except when a Director attends a meeting for the express purpose of objecting to lack 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 at such meeting.

3.9 Quorum.

A majority of all the Directors shall constitute a quorum for the transaction of business at a meeting. 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. If at any meeting of the Board of Directors there should be less than a quorum present, no action shall be taken and the meeting shall be adjourned until such time as a quorum is present.

3.10 Fidelity Bonds.

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds, and all other persons designated by the Declaration, furnish adequate fidelity bonds or coverage. The premiums on such bonds or coverage shall be paid by the Association.

3.11 Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. These powers shall include the following:

- (a) To make Assessments as authorized by the Declaration and to collect, use and expend the Assessments to carry out the purposes and powers of the Association;
- (b) To employ, dismiss and control a manager, an independent contractor, or such other personnel, including attorneys, accountants, contractors, and other professionals as they deem necessary, prescribe their duties, and delegate such powers as they deem advisable to the manager (and any such employees or other personnel who may be the employees of a managing agent);
- (c) To adopt Rules and Regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof;
- (d) To 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;
- (e) To enforce by legal means, if necessary, the provisions of the Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations of the Association, and other documents and laws respecting the Association and the Project;
- (f) To pay taxes and Assessments which are liens against any part of the Project, and to assess the same against the Lots or Parcels subject to such liens;
- (g) To pay the cost of all power, water, sewer and other utility services rendered to the Areas of Association Responsibility within the Project and not metered and billed to individual Lots or Parcels;
- (h) To select the officers of the Association;
- (i) To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment. Such rights may also be suspended for any infractions of Rules and Responsibilities for a period not to exceed sixty (60) days after notice and hearing; and
- (j) To otherwise carry out the terms and conditions of the Declaration.

3.12 Informal Action.

Any action required to be taken at a meeting of the Directors, or any other action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors.

ARTICLE IV

OFFICERS

4.1 Enumeration and Election of Officers.

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Except as specifically provided herein, each officer shall be an Owner of a Lot or Parcel. If an Owner of a Lot or Parcel is a corporation, partnership, trust or other legal entity, the officer may be a representative thereof. Notwithstanding the foregoing, as long as there is a Class "B" Membership, Declarant may act as an officer of the Association. The election of officers shall take place each year at the first meeting of the Board of Directors which follows the annual meeting of the Members.

4.2 Term.

The officers of the Association shall each hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise be disqualified to serve. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

4.3 Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4.4 Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall be effective immediately upon receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5 Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4.3 of this Article.

4.6 The President.

The President shall be the chief executive officer of the Association; shall preside at all meetings of the Members and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

4.7 The Vice President.

The Vice President shall perform all of the duties of the president in his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him from time to time by the Board of Directors.

4.8 The Secretary.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve the notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

4.9 The Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy to each of the Members. The Treasurer shall be allowed to delegate the collection, deposit and disbursement of monies by establishing a reasonable method of accounting, which shall be reviewed by the Board of Directors on a semi-annual basis.

4.10 Initial Officers.

The initial officers of the Association, who shall serve until their successors are appointed and duly qualified, shall be:

- John Tobias President
- John Tobias Secretary and Treasurer

ARTICLE V

FISCAL MANAGEMENT

5.1 Depositories.

The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association or a professional management company as provided herein or as may be designated by the Board of Directors.

5.2 Determination of Assessments.

In accordance with the provisions of Section 5.2 of the Declaration, the Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall serve as the basis for determining Annual Assessments for the applicable fiscal year.

5.3 Amount.

Each Lot or Parcel shall pay its pro-rata share of the total Annual Assessment in the proportion required by Section 5.2 of the Declaration.

5.4 Budget.

Pursuant to Section 5.2 of the Declaration, the annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Owner not later than thirty (30) days following the meeting of the Board at which the Board adopts the annual budget. On or before the first day of each month of each year covered by the annual budget or such other time that the Board may determine, each Owner shall pay one-twelfth (1/12) of the Annual Assessment for his Lot or Parcel as determined in the Declaration.

5.5 Statement of Assessment.

The Association shall cause to be sent to each Owner on or before the first day of each month a statement of the monthly portion of the Annual Assessment(s) of such Owner for such month; provided, however, the failure to send or to receive such monthly statement shall not relieve any Owner of his or her obligation to pay said monthly portion of the Annual Assessment(s) on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly portion of the Annual Assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the monthly portion of the prior year's Annual Assessment(s).

5.6 Special Assessments.

In addition to the foregoing Annual Assessments, the Board may levy Special Assessments in accordance with Section 5.5 of the Declaration.

5.7 Notice of Special Assessment.

When the Board of Directors has determined the amount of any Special Assessment, the Treasurer of the Association shall mail or present to each Owner a written statement of said Special Assessment. All Special Assessments shall be due and payable to the Association on or before the first (1st) day of each quarter, or at such other times as the Board of Directors may designate.

5.8 Nonpayment of Assessments/Assessment Default.

Any Assessment, which is not paid within ten (10) days after the Assessment first became due, shall be deemed delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the sanctions provided for herein or in the Declaration, or any other reasonable sanction in order to compel prompt payment of the Assessment.

(a) Interest. If any Assessment is not paid within ten (10) days after it becomes due and payable, interest at the rate of twelve percent (12%) per annum, or such other rate of interest as may be set from time to time by the Board, shall be assessed on the amount owing from the date of delinquency until such time as it is paid.

(b) Late Charge. The Board may, in its discretion, require an Owner and any predecessor in interest who was in arrears at the time of a voluntary conveyance to pay a late charge pursuant to the Declaration.

(c) Enforcement of Lien. As provided in Section 5.9 of the Declaration, the Board of Directors may proceed to institute an action at law for a money judgement or other proceeding to recover the amount of the delinquent Assessment.

5.9 Lien.

It shall be the duty of every Owner to pay his Lot's or Parcel's respective Assessment(s) in the manner herein provided. Such Assessments, together with any interest thereon and costs of collection thereof, as provided for in Section 5.9 of the Declaration, shall be an Assessment Lien upon the Lot or Parcel against which and for which such Assessment is levied. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration, these Bylaws or otherwise available at law or in equity for the collection of all unpaid Assessments and any interest thereon and costs of collection thereof.

5.10 Recordation.

Any Assessment Lien upon a Lot or Parcel shall become effective upon recordation of evidence thereof in the official records of the County Recorder, Yavapai County, Arizona.

5.11 Suit.

A suit to recover a monetary judgement for unpaid Assessments may be maintained by the Association without foreclosure or waiving any lien securing same. In any legal action against an Owner to enforce payment of any unpaid Assessments, or otherwise to secure compliance with the provisions of these Bylaws, the Articles, the Declaration or applicable law, the Association, shall be entitled to reimburse from the Owner for all costs and expenses incurred thereon including, but not limited to reasonable attorneys' fees.

5.12 Records and Statements of Account.

The Board, under the direction of the Treasurer, shall cause to be kept detailed and accurate records in chronological order of the receipts and itemized expenditures affecting the Common Areas and the Project, in accordance with generally accepted accounting principles. All records shall be available for examination by the Owners upon reasonable notice and during regular business hours, or such other hours as designated by the Board. The Board shall, upon receipt of ten (10) days' notice to it or the Association, furnish to each Owner a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner. The Association may charge a reasonable fee for the preparation of such statement.

5.13 Discharge of Liens.

The Board may cause the Association to discharge any mechanics' liens or other encumbrance which, in the opinion of the Board, may constitute a lien against the Project or Common Areas. All Owners causing such a lien shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses including, but not limited to, attorneys' fees incurred by reason of such lien or encumbrance.

5.14 Fiscal Year.

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin on the date of incorporation of the Association. The commencement date of the fiscal year herein established shall be subject to change by the Board.

5.15 Contracts.

Unless otherwise provided by the Board, all contracts shall be executed on behalf of the Association by either the president or vice president and countersigned by the secretary.

ARTICLE VI

FORECLOSURE

In accordance with Section 5.9 of the Declaration, the Association shall have the power to bid at any foreclosure or trustee's sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots or Parcels purchased at such a sale.

ARTICLE VII

AMENDMENTS OF THE BYLAWS

Subject to any applicable limitations and provisions stated in the Declaration, these Bylaws may be amended at any duly called regular or special meeting of the Directors. Any proposed amendment which would affect the percentage interests of Owners must have the prior written approval of all holders of first mortgages on such Lots or Parcels.

ARTICLE VIII

CONSTRUCTION

8.1 Conflicts.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. If any provision of these Bylaws is less restrictive than the Declaration or the Articles of Incorporation when dealing with the same subject, the more restrictive provisions shall be applicable in the same manner as if included in the provisions of these Bylaws.

8.2 Disputes.

In the event of any dispute or disagreement between Declarant and any Owners or among the Owners relating to the Project, or any questions, or interpretation or application of the provisions of the Articles of Incorporation, Declaration, or these Bylaws, the determination thereof by the Board shall be final and binding on all Owners. If a decision cannot be reached by the Board, such manner shall be decided as set forth in the Declaration.

8.3 FHLMC, FNMA, FHA/VA.

Notwithstanding anything to the contrary herein, to the extent that these Bylaws shall be contrary to or inconsistent with provisions of the Declaration, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association, if any, may be applicable to the Association, these Bylaws shall be revised so as to be consistent with such provisions, rules and/or regulations.

ARTICLE IX

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

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

ARTICLE X

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Project, the Association shall not be liable for injury or damage caused by a latent condition in the Project, or by Owners or other persons.

ADOPTED by the Board of Directors of THE CROSSROADS AT MINGUS PROPERTY OWNERS' ASSOCIATION, at CLARKDALE, Arizona this 6th day of June, 2012.

/s/ John M. Tobias

Secretary