

AMENDED AND RESTATED

BYLAWS OF

THE GREENS HOMEOWNERS ASSOCIATION, INC.
an Arizona non-profit corporation

March 3, 2009

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1 AMENDED AND RESTATED BY-LAWS OF
2 THE GREENS HOMEOWNERS ASSOCIATION, INC.
3 an Arizona non-profit corporation
4

5 ARTICLE I.
6 INTRODUCTION
7

8 1.1 Scope. These Bylaws shall govern the operation of The Greens Homeowners
9 Association, Inc. (the "Association"), an Arizona nonprofit corporation created
10 pursuant to the Articles of Incorporation under the provisions of Title 10, Chapter 25 of
11 the Arizona Revised Statutes. The use of The Greens at Santa Rita Springs for the benefit
12 of the Members is governed by that certain Amended and Restated Declaration of
13 Covenants, Conditions and Restrictions for The Greens at Santa Rita Springs, recorded
14 on 3/10/2009, in Book 13516 page 63, office of the Pima County Recorder (the
15 "Declaration"). All references to the Declaration shall include any amendments.
16

17 1.2 Principal Office. The principal office of the Association shall be located in
18 Green Valley, Pima County, Arizona. Meetings of Members and Directors may be held
19 in Green Valley Pima County, Arizona, at a place designated by the Board of Directors.
20

21 ARTICLE II.
22 DEFINITIONS
23

24 Capitalized terms used in these Bylaws without definition shall have the
25 meanings specified for such terms in the Declaration. As used in these Bylaws, the term
26 "Eligible Votes" means the total number of votes entitled to be cast by Members as of the
27 record date for determining the Members entitled to vote at a meeting, or with respect
28 to any other lawful action including, but not limited to, action by written ballot or
29 written consent.
30

31 ARTICLE III.
32 MEMBERSHIP
33

34 3.1 Members. A Member is a person who is entitled to membership as set
35 forth in the Declaration. When more than one person holds an ownership interest in
36 any Lot, each person is a Member. Membership in the Association is subject to the
37 following restrictions and qualifications:
38

39 3.1.1 The transfer of title to any Lot automatically transfers the
40 membership to the new Owner.
41

1 3.1.2 If a Member is not in good standing with the Association, the Board
2 of Directors may suspend his/her rights and privileges of Membership, including the
3 right to use the Common Areas, the right to vote on any Association matter, and the
4 right to serve on the Board of Directors.

5
6 3.1.3 A Member is not in good standing with the Association if:

7
8 3.1.3.1 The Member is not current in the payment of all assessments
9 imposed by the Association; and any other sums which are due to the Association, or

10
11 3.1.3.2 The Member has been given a notice of violation of the
12 Declaration by the Association, and all required compliance has been made by the
13 Association with the provisions of A.R.S. 33-1803(C) and (D) [which pertain to notices
14 of violation from the Association].

15
16 3.1.3.3 During any period in which the Member's Membership
17 rights have been suspended for a violation of the Association's rules, as set forth in the
18 Declaration or these Bylaws.

19
20 3.1.4 The privileges of Members shall be to vote (in accordance with
21 Article V), to hold office, and to enjoy or benefit from the Common Areas, subject to the
22 Governing Documents.

23
24 **ARTICLE IV.**
25 **MEETINGS OF MEMBERS**

26
27 4.1 Annual Meetings. The Annual Meeting of the Members shall be held in
28 January of each year at a date, time and place designated by the Board of Directors.

29
30 4.2 Special Meetings. Special meetings of the Members may be called at any
31 reasonable time and place by the President or by a majority of the Board, or upon
32 written demand signed by Members having at least 20% of the Eligible Votes. The
33 Members' meeting demand must be delivered to any corporate officer with a statement
34 describing the purpose(s) for which the meeting is to be held. The meeting shall be
35 scheduled by the Board within the ensuing 45 days. The close of business on the day
36 before delivery of the demand for a special meeting shall be the record date for the
37 purpose of determining whether the demand for the special meeting has been signed by
38 Members having at least 20% of the Eligible Votes.

39
40 4.3 Notice of Meetings. Written notice of each meeting of the Members shall
41 be given by or at the direction of the Secretary or person authorized to call the meeting,
42 by mailing or hand delivering a copy of the notice to each Member, at least 10 but not
43 more than 30 days before such meeting. The notice of the meeting must be addressed to

1 the Member at the address which is reflected in the Association's books and records, or
2 which is supplied by the Member to the Association for the purpose of such notice.
3 Such notice shall specify the place, day and hour of the meeting, and, in the case of a
4 special meeting, the purpose of the meeting. When a meeting is adjourned to another
5 time or place, it is not necessary to send another notice to the Members of the adjourned
6 meeting if the time and place of the meeting are announced at the meeting at which the
7 adjournment is taken. At the adjourned meeting, the Association may transact any
8 business which might have been transacted at the original meeting. However, if the
9 adjournment is for more than 30 days, a notice of the adjourned meeting shall be given
10 to each Member. By attending a meeting, a Member waives any right he/she may have
11 to object to the meeting on the basis that the meeting was not noticed in accordance
12 with the Bylaws or statutes of the State of Arizona.
13

14 4.4 Quorum. Except as otherwise provided in the Articles, the Declaration or
15 these Bylaws, the presence in person or by absentee ballot of Members entitled to cast at
16 least a majority of the Eligible Votes in the Association shall constitute a quorum at any
17 meeting of the Members. If any meeting of the members cannot be held because a
18 quorum is not present, the Owners present may adjourn the meeting to a time not less
19 than 48 hours nor more than 30 days from the time the original meeting was called, at
20 which meeting the quorum requirement shall be the Owners present either in person or
21 absentee ballot entitled to cast at least 25% of the Eligible Votes in the Association.
22

23 4.5 Procedures for Meetings. The President shall preside over all meetings of
24 the Members. If the President is not present, then the Vice President shall preside over
25 the meeting. If neither the President nor the Vice President are present, the President's
26 designee shall preside over the meeting. The Secretary (or his or her designee) shall
27 attend each meeting of the Members and take and prepare minutes reflecting the
28 actions taken at the meeting. If the Secretary (or his or her designee) is not present, then
29 the Chair of the meeting shall appoint another person or officer to act as the recording
30 secretary and to perform the functions of the Secretary. The presiding officer may
31 designate the Association's Attorney as the presiding officer at any meeting of Members
32 at his or her discretion.
33

34 4.6 Order of Business at the Annual Meeting. The order of business at all
35 Annual Meetings of the Association shall be as follows:
36

- 37 A. Roll Call
- 38 B. Proof of notice of meeting or waiver of notice
- 39 C. Reading of minutes of preceding meeting
- 40 D. Report of officers
- 41 E. Report of committees

- F. Election of directors
- G. Unfinished business
- H. New business

ARTICLE V. VOTING

5.1 Voting Rights. When more than one person holds an interest in any Lot, the vote for that Lot shall be exercised as agreed upon by the Owners, but in no event shall more than one vote be cast for any one Lot. If the owners of a Lot cannot agree on how to cast any vote, they will lose their right to vote on the matter in question. If any Owner casts a vote on a particular matter, it will conclusively be presumed for all purposes that the person casting the vote was acting with the authority and consent of all of the Owners of the Lot, unless an objection by any other Owner is made at the time the vote is cast. In the event that more than the allocated votes are cast for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void.

5.1.1 At any meeting of the Association, the Members holding Eligible Votes, shall be entitled to vote on each matter brought before the Membership. A majority of the votes cast by the Members at such meeting, provided there is a quorum, shall be the act of the Membership, except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws or by statute.

5.1.2 Voting for the members of the Board of Directors shall take place by mail-in ballot, by voting at the Annual Meeting, or by absentee ballot, in accordance with these Bylaws, and the results shall be made known upon the tabulation and certification of the election by the Nominating and Election Committee.

5.2 Voting Procedure.

5.2.1 Absentee Ballots. The Board shall provide for votes to be cast by absentee ballot at any meeting of the Association. The following procedure shall apply:

5.2.1.1 The absentee ballot shall set forth each proposed action to be taken at the meeting.

5.2.1.2 The absentee ballot shall provide an opportunity to vote "for" or "against" each proposed action (except in the case of election of Directors when there shall be no "against" vote).

5.2.1.3 The absentee ballot is valid for only one specified election or meeting of the Members and expires automatically after the completion of the election or meeting.

1
2 5.2.1.4 The absentee ballot must specify the time and date by which
3 the ballot must be delivered to the Board in order to be counted. Ballots received after
4 this date shall not be counted.
5

6 5.2.1.5 Absentee ballots must be sent or delivered to Members at
7 least 10 days but not more than 30 days prior to the date of the election or vote on an
8 issue, and the date set for the tabulation of the ballots shall be stated on the ballot.
9

10 5.2.1.6 Absentee ballots shall be valid for the purpose of
11 establishing a quorum for the vote or election.
12

13 5.2.2. Mail Vote.
14

15 5.2.2.1 The Board may authorize mail-in ballots in place of
16 voting at a meeting (including an Annual Meeting), on any election or vote on any issue
17 it deems appropriate, including the election of Directors.
18

19 5.2.2.2 When mail-in ballots are authorized by the Board, said
20 ballots shall be prepared and mailed or delivered to the Members at least 10 days but
21 not more than 30 days prior to the date of the election or vote on an issue, and must
22 specify the time and date by which the ballot must be delivered to the Association in
23 order to be counted. Ballots received after this date shall not be counted.
24

25 5.2.2.3 The determination of eligibility and tabulation of votes
26 shall proceed under procedures established by the Board.
27

28 5.2.2.4 Any solicitation by the Association for mail-in ballots
29 must specify the number of responses needed to meet the quorum requirement and the
30 percentage of affirmative Members' votes necessary to approve each matter (other than
31 election of Directors).
32

33 5.2.3 Voting Procedures.
34

35 5.2.3.1 Voting shall proceed under procedures established by
36 the Board.
37

38 5.2.3.2 Ballot boxes or mail-in ballots shall remain sealed until
39 the voting is closed, at which time they shall be opened and the votes tabulated. In the
40 event of a tie vote, there shall be another vote solely for the purpose of breaking the tie.
41 Upon completion of the tabulation of ballots, the results shall be certified by the Board
42 of Directors or by any committee or individuals appointed by the Board to tabulate the

1 votes, and announced to the Membership either at a meeting or, if mail-in ballots are
2 used in the absence of a meeting, by written notification to the Members.

3
4 5.3 Proxies. Votes may not be cast pursuant to a proxy at any Association
5 meeting.

6
7 **ARTICLE VI.**
8 **BOARD OF DIRECTORS**
9

10 6.1 Number. The affairs of this Association shall be managed by not less than
11 three nor more than nine Directors, all of whom must be Members in good standing, as
12 defined in Section 3.1.3. Co-owners of Lots shall not be entitled to serve on the Board
13 of Directors at the same time. There shall be an odd number of Directors. All Directors
14 shall have all of the rights, remedies, privileges and authority accorded to Directors of
15 the Association by the Declaration, these Bylaws and the Articles of Incorporation and
16 by applicable law. The Board shall determine the number of Directors prior to the
17 Annual Meeting. No term of a Director may be terminated by a change in number of
18 directors.

19
20 6.2 Election of the Board of Directors.
21

22 6.2.1 Election. Directors shall be elected by a secret written ballot in
23 accordance with Article V of these Bylaws. The candidates receiving the highest
24 number of votes up to the number of Directors needed, shall be deemed elected.
25 Cumulative voting is not permitted. If the number of candidates for open Director's
26 positions is equal to or less than the number of openings, the Board may declare the
27 Candidates elected by acclamation, and no election will be held unless any of the terms
28 needing to be filled, are not of equal length and an election is necessary to determine
29 who receives the shorter term(s). Any unfilled positions resulting after an election due
30 to too few candidates will be filled per Section 6.12. The new Board shall convene right
31 after the Annual Meeting to elect officers and again within 10 days of the Annual
32 Meeting to appoint committees and to attend to other organizational duties.

33
34 6.2.2 Nominations. Prior to the Annual Meeting, the Board of Directors
35 shall appoint a Nominating and Election Committee to obtain a list of names of Owners
36 who are willing to serve on the Board and have their names on the ballot in the coming
37 election. The election ballot shall comprise the candidates nominated by the Committee
38 as well as any other candidate who wishes to participate and who has submitted
39 his/her name prior to the date the ballots are prepared and mailed to the Members.
40 There will be no nominations from the floor at the annual meeting. The Board may
41 allow "write in" candidates on the ballot in any annual Board election. The Nominating
42 and Election Committee will count and verify the ballots submitted for the annual
43 election of Directors..

1 6.3 Term of Office. Directors shall be elected for two-year terms, in the
2 manner provided herein, and each Director shall hold office until the Annual Meeting
3 in the year in which his/her term expires, or until his/her successor shall have been
4 elected and qualified, or until his/her death, resignation or removal. In order to have
5 staggered terms so the entire Board is not up for re-election in any year, the Board may
6 make the term of specified directors one year. A Director may not serve more than two
7 consecutive two-year terms. An Owner may run for election after serving two
8 consecutive two-year terms after vacating the Board position for a period of one year.
9

10 6.4 Place of Meetings. The Board may hold its meetings at any place in Green
11 Valley, Pima County, Arizona, designated by the Board of Directors.
12

13 6.5 Regular Meetings. Regular meetings of the Board will be held at least
14 quarterly with at least three business days' prior notice to each Director, and with notice
15 to Association Members in accordance with applicable law.¹ Notice to Members of a
16 meeting of the Board is not required if emergency circumstances require action by the
17 Board before notice can be given. Any such action will be reviewed at the next regular
18 Board meeting and entered into the minutes of said meeting. The failure of any
19 Member to receive actual notice of a Board meeting does not affect the validity of any
20 action taken at that meeting. A Director may attend a meeting telephonically, so long as
21 he/she can hear all of the proceedings and be heard by all of those present in the room.
22

23 6.6 Special Meeting Notice. Special meetings of the Board shall be held
24 whenever called for in writing, by the President of the Association or by any two
25 members of the Board of Directors other than the President. The notice of any special
26 meeting of the Board of Directors shall state the time, place and purpose of the meeting.
27 Except as otherwise provided in Section 6.7, notice of any special meeting shall be sent
28 to each Director either by U.S. mail, electronic mail (e-mail), facsimile, or any other
29 form of recorded communication; by telephone; or delivered personally not later than
30 three business days prior to the scheduled time of the meeting. Notice of special
31 meetings of the Board also shall be given to the Association Members in accordance
32 with applicable law.¹ A written waiver of notice, whether given before or after the
33 meeting to which it relates, shall be the equivalent of giving notice to the Directors who
34 sign the waiver. Attendance of a Director at a special meeting of the Board shall
35 constitute a waiver of notice of such meeting, except when he/she attends the meeting

1

As of the date of these Bylaws, A.R.S. '33-1804 requires 48 hours advance notice to Members of meetings of Board by newsletter, conspicuous posting or any other reasonable means as determined by the Board.

1 for the express purpose of objecting to the transaction of any business or because the
2 meeting is not lawfully called or convened.
3

4 6.7 Quorum. A majority of the Board, present in person, at any meeting of the
5 Board shall constitute a quorum for the transaction of business at such meeting. Except
6 as otherwise stated in these Bylaws, and except as provided for by law, the vote of a
7 majority of the Directors present at any meeting where a quorum is present shall be the
8 act of the Board. In the absence of a quorum, a majority of the Directors present at the
9 meeting may adjourn the meeting to another time or place.
10

11 6.8 Organization. At each meeting of the Board, the President; or if he/she is
12 not present, then the Vice-President; or if he/she is not present, then the President's
13 designee; shall act as the Chair and preside over such meeting. The Secretary, or if
14 he/she is not present, any person whom the Chair appoints, shall act as the Secretary
15 and keep the minutes.
16

17 6.9 Action by Directors Without a Meeting. Any action required or permitted
18 to be taken by the Board of Directors may be taken by resolution without a meeting if
19 all of the members of the Board of Directors consent, in writing, to such action. Such
20 signed resolutions shall be announced at and filed with the minutes of the next Board
21 meeting. Any action by written consent has the same force and effect as any vote of the
22 Directors. Action without a meeting may be taken only when it is not possible to
23 assemble a quorum for a meeting and Board action is required for Association business.
24

25 6.10 Resignations. Any Director may resign at any time by giving notice of
26 his/her resignation to the Board of Directors. Any resignation becomes effective at the
27 time specified in the notice; if the time is not stated in the notice, it shall take effect
28 immediately upon its receipt by the President or the Secretary. Unless otherwise
29 specified in the notice, the acceptance of such resignation is not necessary to make it
30 effective.
31

32 6.11 Removal of Directors.
33

34 6.11.1 Removal by the Board. The Board may declare the office of a
35 member of the Board of Directors to be vacant in the event that: (A) such Director is
36 absent from three consecutive regular meetings of the Board of Directors, unless the
37 Director provides a reason which is acceptable to the Board; or (B) the Director is no
38 longer a Member in good standing, as defined in Section 3.1.3.
39

40 6.11.2 Removal by the Members. The Members, by a majority vote of
41 Members entitled to vote and voting on the matter at a meeting of the Members called
42 pursuant to these Bylaws, at which a quorum is present, may remove any Director from

1 the Board with or without cause. For purposes of calling for removal of a Director by
2 the Members, the following apply:

3
4 6.11.2.1 On receipt of a petition that calls for removal of a
5 Director and that is signed by the Members entitled to cast at least 25% of the votes in
6 the Association, the Board shall call and provide written notice of a special meeting of
7 the Association as prescribed by these Bylaws.

8
9 6.11.2.2 The special meeting shall be called, noticed and held
10 within 30 days after the Boards receipt of the petition.

11
12 6.11.3 For purposes of a special meeting called pursuant to Section
13 6.11.2.1, a quorum is present if the number of Members to whom at least 20% of the
14 votes in the Association is allocated is present at the meeting in person or by absentee
15 ballot.

16
17 6.11.4 If a civil action is filed regarding the removal of a Director, the
18 prevailing party in the civil action shall be awarded its reasonable attorney
19 fees and costs.

20
21 6.11.5 The Board shall retain all documents and other records relating
22 to the proposed or actual removal of any Director for at least one year after the date of
23 the special meeting and shall permit Members to inspect those documents and records
24 pursuant to these Bylaws and applicable law.

25
26 6.11.6 A petition that calls for the removal of the same Director shall
27 not be submitted by the Members more than once during each term of office for that
28 Director.

29
30 6.12 Vacancies on the Board.

31
32 6.12.1 At any duly convened special meeting of the Membership at
33 which any Director is removed, a successor or successors should then and there be
34 elected to fill the vacancy thus created

35
36 6.12.2 Any vacancy on the Board of Directors, other than through
37 removal by the Membership, may be filled by the vote of a majority of the remaining
38 Directors even if the remaining Directors do not constitute a quorum. Any Director
39 appointed or elected to fill a vacancy shall hold office for the unexpired term of the
40 vacancy that has been filled.

41
42 6.12.3 When one or more Directors resign from the Board, effective at
43 some date in the future, a majority of the Directors, including those who have

submitted their resignation, may vote to fill the vacancy with the term of the newly-appointed Directors scheduled to begin on the date the resignation becomes effective.

6.12.4 If a vacancy occurs because of the death or resignation of a Director, or for any other reason, leaving the Association with no Directors in office, then any Member may call a special meeting of Members solely for the purpose of electing Directors.

6.12.5 If a Director fails to assume his/her position because of death, disability or declination prior to the beginning of the term to which he/she was elected, then the person who received the next highest number of votes shall succeed to that position. If there were no unelected candidates, the other Directors shall fill the vacancy in accordance with Section 6.12.2.

6.13 Non-Liability of Officials and Indemnification. The Association shall indemnify, to the fullest extent permitted by law, every officer, director and committee member, against any and all expenses, including attorneys' fees, reasonably incurred or imposed upon, any such person, in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he/she may be made a party by reason of being or having been an officer or director. This provision shall not be deemed to include travel expenses to attend Association meetings or legal proceedings and shall only include reasonable actual expenses. Neither officers, directors, nor committee members shall be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member, free and harmless against any and all liability to others on account of each such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any of the rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officer's and Director's Liability insurance, which also includes committee members, to fund this obligation.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Authority of the Board. The Board of Directors has all the powers of an Arizona non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Declaration, Articles, these Bylaws and the

1 Association Rules (the "Governing Documents"). The Board has the power to do any
2 and all lawful things which may be authorized, required or permitted to be done by the
3 Association under and by virtue of the Governing Documents and applicable law, and
4 to do and perform any and all acts which may be necessary or proper for or incidental
5 to, the exercise of any of the express powers of the Association.
6

7 7.2 Powers. In addition to the general powers authorized by Section 7.1, the
8 Board of Directors has the power to:
9

10 7.2.1 Hold and administer the assets and direct, control, manage and
11 supervise the business and affairs of the Association.
12

13 7.2.2 Enforce all applicable provisions of the Governing Documents.
14

15 7.2.3 Make and publish architectural and design standards, and Rules
16 within the authority set forth in the Articles of Incorporation, these Bylaws, and the
17 Declaration; and establish penalties for the infraction thereof. The Board shall make
18 copies of the complete architectural and design standards, and Rules available for
19 purchase or inspection by any Member of the Association upon request.
20

21 7.2.4 Suspend the voting rights and right to use of the recreational
22 facilities of a Member during any period in which he/she is in not in good standing as
23 defined in Section 3.1.3.
24

25 7.2.5 Employ or terminate the services of any independent contractor, a
26 managing agent or such other personnel and employees as the Board deems necessary,
27 and to prescribe their duties. The Association's contract with a managing agent shall
28 not exceed three years, and shall provide for termination by either party without cause
29 and without payment of a termination fee on 90 days or less written notice.
30

31 7.2.6 As more fully provided in these Bylaws and the Declaration to:
32

33 7.2.6.1 Establish and collect assessments due from each Member.
34

35 7.2.6.2 Perfect and foreclose a lien against any property for
36 which Annual or Special Assessments are not paid, or bring an action at law against the
37 Member personally obligated to pay the same.
38

39 7.2.6.3 Pay any taxes and assessments which are, or could
40 become, a lien on the property owned by the Association.
41

42 7.2.7 Contract for goods and/or services for the Common Areas, facilities,
43 property for which the Association is responsible, and the legal interests of the

1 Association. No contract shall be for a period longer than one year, unless it contains a
2 right of cancellation on behalf of the Association with 30 days' notice, in which case it
3 may be for a longer period of time. The Board shall determine maintenance and repair
4 expenses on the basis of at least three independent bids, whenever possible; the bids
5 shall be submitted by reputable contractors or persons in the business of performing
6 such maintenance and repairs. The Board shall select the best bid, which need not be
7 the lowest bid, and the Board's decision in this regard shall be final and conclusive.
8

9 7.2.8 When permitted by law, represent the Association before any and
10 all governmental or quasi-governmental agencies, offices, groups or bodies in
11 conjunction with any matters bearing upon or affecting the quality of life and property
12 values of the Association's Members, including but not necessarily limited to all
13 planning and zoning, fire protection, street lighting, public utility and similar
14 regulatory agencies.
15

16 7.2.9 To grant and convey to any person easements, rights-of-way, parcels
17 or strips of land in, on over or under any Common Areas for the purpose of
18 constructing, erecting, operating or maintaining on, in and under (A) roads, streets,
19 walks, pathways and driveways; (B) temporary overhead or permanent underground
20 lines, cables, wires, conduits or other devices for the transmission of electricity for
21 lighting, heating, power, telephone, cable communications and television, and other
22 purposes; (C) sewers, storm drains and pipes, drainage easements, water systems,
23 water, heating and gas lines or pipes; and (D) such improvements as may be permitted
24 under the Declaration.
25

26 7.3 Duties. It is the duty of the Board of Directors to:
27

28 7.3.1 Maintain all books and records of the Association.
29

30 7.3.2 Supervise all officers, agents and employees of this Association, and
31 ensure that their duties are properly performed.
32

33 7.3.3 Procure and maintain adequate liability and hazard insurance on
34 property owned by the Association, and errors and omissions insurance on behalf of its
35 Officers and Directors.
36

37 7.3.4 Provide for the operation, care, upkeep and maintenance of all of the
38 Common Areas and facilities. The Board may borrow money on behalf of the
39 Association when required for the improvement, operation, upkeep and maintenance of
40 the Common Areas, or for any other purpose. The Board shall determine all
41 maintenance and repair expenses and, if feasible, obtain at least three independent bids.
42 The bids shall be submitted by reputable, licensed contractors or persons in the business
43 of performing such maintenance and repairs. The Board shall select the best bid which

1 need not be the lowest bid and the Board's decision in this regard shall be final and
2 conclusive.

3
4 7.3.5 Approve the annual operating budget for the Association which
5 shall include, but not necessarily be limited to the following: Estimated revenue and
6 expenses, and the annual cash reserves available for replacement and major repairs of
7 the Association's facilities.

8
9 7.3.6 Comply with applicable state law² with respect to periodic audit,
10 review or compilation of the Association's financial records, at the discretion of the
11 Board. If the services of a certified public accountant are retained, he or she shall be
12 appointed by the Board and paid by the Association.

13
14 7.3.7 Maintain and repair drainage and other easements, private
15 pedestrian walkways, sewers, sidewalks, streets, roads, roadways, roadway rights-of-
16 ways parking lots, median strips, entry details, walls or other areas not maintained by
17 governmental entities or Owners.

18
19 7.3.8 Assign parking spaces

20
21 7.3.9 Perform any other duties or functions which are required in the
22 Governing Documents or applicable law.

23
24 **ARTICLE VIII.**
25 **OFFICERS**
26

27 8.1 Selection. The officers of the Association shall be a President, a Vice
28 President, Secretary and a Treasurer, each of whom shall be a Director. At the first
29 Board meeting held after the Annual Meeting each year, the Directors shall elect the
30 officers of the Association, who shall serve during that calendar year and until their
31 successors have been elected and qualified. Officers are not prohibited from succeeding
32 themselves in office.

33
34 8.2 President. The President shall be the chief executive officer of the
35 Association and shall have general direction of the affairs of the corporation; subject,
36 however, to the control of the Board of Directors. He/She shall preside at all meetings
37 of the Board; shall see that orders and resolutions of the Board are carried out; shall sign
38 all leases, mortgages, deeds and other written instruments and agreements.

39

2

Currently, A.R.S. §33-810 requires the Board to provide for an annual financial audit,
review or compilation of the Association's financial records.

1 8.3 Vice President. The Vice President shall act in the place and stead of the
2 President in the event of his/her absence, inability or refusal to act, and shall exercise
3 and discharge such other duties as may be required of him by the Board.
4

5 8.4 Secretary. The Secretary (or his or her designee) shall keep the minutes of
6 all meetings and proceedings of the Board and of the Members; provide notice of
7 meetings of the Board and of the Members; keep appropriate current records showing
8 the Members of the Association together with their addresses, and shall perform such
9 other duties as required by the Board. The Secretary (or his or her designee) is the
10 custodian of all contracts, deeds, documents, all other indicia of title to properties
11 owned by the Association and of its corporate records (except accounting records).
12 Upon request, the Secretary (or his or her designee) shall make the records of the
13 Association which are not in the custody of the Treasurer, available for inspection, at all
14 reasonable times to any Director or Member. All records of the Association shall be kept
15 and maintained at the Association's principal office.
16

17 8.5 Treasurer. The Treasurer is responsible for supervising all of the funds
18 and securities of the Association, official records, documents, ledgers and accounts
19 involving the financial business of the Association. All financial records and documents
20 shall be kept and maintained at the Association's principal office. The Treasurer shall
21 see to it that the Association's funds are deposited to the account of the Association in
22 such bank(s) which are federally insured. The Treasurer (or his or her designee) shall
23 prepare the annual operating and capital budget for the Association, which shall
24 include, but not be limited to, the following: estimated revenue and expenses and the
25 annual cash reserves available for replacement and major repairs of the Association's
26 facilities. The annual budget will be given to the Members at or before the Annual
27 Meeting. The Treasurer also shall issue financial statements when required, and
28 perform such other duties as ordinarily pertain to that office. The Board of Directors
29 may appoint an Assistant Treasurer who shall, in the absence or incapacity of the
30 Treasurer, have the powers, duties and the responsibilities of the Treasurer. The
31 Treasurer shall sign all checks and promissory notes of the Association.
32

33 8.6 Bonding. At the Board's discretion, all officers, Directors, Committee
34 Chairs and members and employees, who are in any way involved in the handling of
35 Association funds, and the paid managerial personnel of the Association shall be
36 bonded or insured in a sum to be determined by the Board of Directors.
37

38 8.7 Compensation. No compensation shall be paid to officers or Directors for
39 their services as officers and Directors. No remuneration shall be paid to any officer or
40 Director for services performed by him/her for the Association in any other capacity,
41 unless a resolution authorizing such remuneration is unanimously adopted by the
42 Board of Directors before the services are undertaken.
43

1 8.8 Removal. Any officer may be removed from office by the majority vote of
2 the Directors at any regular or special meeting called for that purpose, whenever, in the
3 Board's judgment, the best interests of the Association will be served by the removal.
4 The removal of a person as an officer does not constitute a removal of that person from
5 the Board of Directors, unless he/she is removed from the Board by the Members or
6 Directors, as set forth herein.
7

8 8.9 Vacancies. If any office becomes vacant by removal, death, resignation,
9 retirement, disqualification, or any other cause, the majority of the Directors may elect
10 an officer from the Directors to fill that vacancy, and such officer shall hold office until
11 the election of his/her successor.
12

13 8.10 Special Appointments. The Board may elect such other officers as the
14 affairs of the Association may require, each of whom shall hold office for such period,
15 have such authority, and perform such duties as the Board may, from time-to-time,
16 determine. No such officers shall receive compensation for duties performed, but may
17 receive reimbursement of actual expenses.
18

19 8.11 Multiple Offices. Any of the offices may be consolidated and held by one
20 person, except the offices of President and Treasurer.
21

22 ARTICLE IX. 23 COMMITTEES 24

25 At the Board meeting following the election of the President, the Board shall
26 appoint an Architectural Review Committee, as provided in the Declaration, and such
27 other committees as the Directors deem necessary, including a Nomination and Election
28 Committee to oversee all elections of the Association. Any committee member may be
29 appointed to or removed from a committee, with or without cause, by a majority vote of
30 the Board, provided a quorum is present. In the event there are no volunteers for
31 Committees, the Board may serve as the Architectural Review Committee and/or the
32 Nomination and Election Committee.
33

34 ARTICLE X. 35 PROCEDURE FOR AMENDMENT 36

37 10.1 Amendment. These Bylaws may be amended by a vote of 2/3rds of the
38 votes cast in a duly-held election, provided a quorum of votes is represented.
39

40 10.2 Prior Bylaws Superseded. These Bylaws shall amend, restate, supersede
41 and replace all prior Bylaws of the Association, and all prior amendments thereto,
42 which shall be of no further force or effect upon the adoption of these Bylaws, except

1 prior acts and actions taken in accordance with prior Bylaws are hereby validated and
2 saved following adoption of these Bylaws.
3

4
5 **ARTICLE XI.**
6 **GENERAL PROVISIONS**

7 11.1 Conflicting Provisions. In the case of any conflict between the Articles
8 and the Bylaws, the Articles shall control; and in the case of any conflict between the
9 Declaration and the Bylaws, the Declaration shall control.
10

11 11.2 Designation of Fiscal Year. The fiscal year of the Association shall be the
12 calendar year.
13

14 11.3 Books and Records. The Governing Documents together with the books
15 and records of account and membership, and minutes of Association and Board
16 meetings shall be available for inspection by any Member during reasonable business
17 hours at the principal office of the Association. Copies of the Association's Governing
18 Documents (Articles, Bylaws, Declaration, Rules) be purchased by Members at a
19 reasonable cost. The Association may charge a reasonable fee for production and
20 photocopying of books and records requested for review by a Member.
21

22 These Amended and Restated Bylaws were duly adopted by at least 51% of the
23 Members in the Association, and shall be effective as of the 3rd day of
24 MARCH, 2009 SDS
3/3/09

25
26 THE GREENS HOMEOWNERS ASSOCIATION,
27 INC., an Arizona non-profit corporation
28

29
30 By: [Signature]
31 Its: President
32

33
34 ATTEST:

35
36 [Signature]
37
38
39 Secretary
40

33 STATE OF ARIZONA
34 COUNTY OF PIMA
35 The foregoing instrument was acknowledged
36 before me this 3rd day of March, 2009
37 By TABITHA R. SANDERS
38 Notary Public
39
40

