

**AMENDMENT TO BYLAWS
OF
THE RESERVE AT GREENFIELD HOMEOWNERS ASSOCIATION**

THIS AMENDMENT TO BYLAWS is made this 19 day of MAY, 2025 and is as follows:

WHEREAS, pursuant to Article XII thereof, the Bylaws of The Reserve at Greenfield Homeowners Association dated June 30, 2006 may be amended at a regular or special meeting of the Members by the vote of a majority of a quorum of Members present in person or by proxy; and

WHEREAS, the undersigned Directors and officers affirm that the two Members of the Association, namely, CAB, LLC, and CB & CB, LLC, each, an Arizona limited liability company, who own all of the Lots subject to the Declaration, have approved the following amendments to the Bylaws at a special meeting of the Members.

NOW, THEREFORE, pursuant to Article XII, the Bylaws are hereby amended as follows:

1. The principal office of the Association set forth in Article I of the Bylaws is hereby amended to read "2500 S. Power Road, Ste. 112, Mesa, Arizona 85209, subject to change from time to time on the records of the Arizona Corporation Commission.
2. The definition of "Declaration" set forth in Section 7 of Article II of the Bylaws shall mean and refer to that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The Reserve at Greenfield Homeowners Association Recorded at Instrument No. 2006-1300029, as amended by that certain First Amendment Recorded at Instrument No. 2013-0295572 and by that certain Second Amendment Recorded at Instrument No. 2025-0282673, all of which were Recorded in the Office of the County Recorder of Maricopa County, Arizona.
3. The following sentence is hereby added to the end of Section 5 of Article III of the Bylaws to read as follows: "Notwithstanding the foregoing, after the Declarant Control Period (as defined in the Declaration) has terminated or expired, votes allocated to a Lot may not be cast pursuant to a proxy, but only in person by the Lot Owner or by absentee or some other form of written or electronic ballot pursuant to the procedures for absentee ballot voting set forth in A.R.S. §33-1812(A). If an absentee ballot also qualifies as a "written ballot" pursuant to the provisions of A.R.S. §10-3708, the Association's mailing of the ballot and solicitation of responses shall also comply with the provisions of said §10-3708."
4. New Section 6 is hereby added to Article III of the Bylaws to read as follows:

“Section 6. Multiple Owners. If more than one person owns a Lot and only one of those multiple Owners of a Lot is present at a meeting of the Association, he is entitled to cast all of the votes allocated to that Lot on behalf of the other persons who co-own the Lot. If more than one of the co-Owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple co-Owners, unless the Declaration otherwise provides. There is deemed to be agreement of a majority in interest of the co-Owners if any one of the attending co-Owners of the Lot casts the votes allocated to that Lot without any of the co-Owners present promptly making a protest to the person presiding over that annual or special meeting of the Members.”

5. New Section 7 is hereby added to Article III of the Bylaws to read as follows:

“Section 7. Cumulative Voting. There shall be no cumulative voting in the affairs of the Association, including the election of Directors.”

6. The second sentence of Section 1 of Article IV of the Bylaws is amended and restated in its entirety to read as follows: “The Board shall be appointed by the Declarant during the Declarant Control Period.”
7. The first sentence of Section 1 of Article V of the Bylaws is amended and restated in its entirety to read as follows: “No later than the date that the Declarant Control Period terminates or expires, the first annual meeting of the Members for the election of Directors shall be noticed and held.”
8. The following clause is hereby added to the end of Article VII, Section 1(e) to read as follows: “in excess of the sum of \$50,000.”
9. Article VII, Section 1(h) is hereby deleted in its entirety.
10. The first sentence of Article X of the Bylaws is hereby amended and restated in its entirety to read as follows: “Subject to Applicable Laws and except for those documents the Association may lawfully withhold from inspection, the books, records and papers of the Association shall at all times be subject to inspection by any Member during reasonable business hours.”
11. The following sentence is hereby added to the end of Section 1 of Article XII of the Bylaws to read as follows: “Notwithstanding the foregoing, no amendment to these Bylaws may be adopted without the express written approval of the Declarant during the Declarant Control Period (as defined in the Declaration).”
12. The following sentence is hereby added to the end of Section 2 of Article XII of the Bylaws to read as follows: The provisions of these Bylaws shall be construed to be consistent with all Applicable Laws (as defined in the Declaration). Should any provision hereof violate Applicable Laws and be unenforceable as a result thereof, then Applicable Laws shall govern.

13. New Article XIV is hereby added to the end of the Bylaws as follows:

**“ARTICLE XIV
INDEMNIFICATION**

To the extent it has the power to do so under the Arizona Nonprofit Corporation Act, A.R.S. §10-3850, et seq., as it may be amended from time to time, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the Association, against expenses, including attorneys' fees, and against judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted, or failed to act, in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Indemnification of any such person shall be made in accordance with the procedures set forth in the Arizona Nonprofit Corporation Act and/or the Articles. Liability of the directors shall also be limited as provided in the Articles. This Article XIV may only be amended, at a regular or special meeting of the Members, by a vote of Members holding at least ninety percent (90%) of the votes in the Association entitled to be cast by the Members present in person, by proxy (during the Declarant Control Period), or by absentee or other form of written or electronic ballot as may be permitted by Applicable Laws. No repeal, amendment, or modification of this Section 1.8, whether direct or indirect, shall eliminate or reduce its effect with respect to any matter giving rise to indemnification and advancement of expenses occurring prior to such repeal, amendment or modification. Liability of directors shall be further limited as provided in the Articles and Applicable Laws.”

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Bylaws to be effective as of the date first set forth above.



Charles Beecroft, Director/President



Cathleen Beecroft, Director/Treasurer