

Change to: Bylaws

Proposed

7/16/24

BY-LAWS

AMENDED AND RESTATED BYLAWS

OF

VIEWPOINTE II TOWNHOMES ASSOCIATION, INC.

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.01. Definitions. ~~Unless the context otherwise specifies or requires, the words and phrases used in these By laws shall have the same meaning as defined in Article I of the Applicability. All present or future Owners are subject to the provisions of these Bylaws.~~

Section 1.02. Declaration. ~~The Property shall at all times be governed by that certain Declaration of Covenants, Conditions and Restrictions of Viewpointe II recorded November 18, 1977 in Book 5655 at pages 1035 to 1084 in the office of the County Recorder of Pima County, State of Arizona. "Majority of owners" as used herein shall mean the Homeowners owning more than one half of the dwelling units authorized to vote in accordance with the Declaration, and as thereafter duly amended (the "Declaration").~~

Section 1.02. By law Applicability. ~~The provisions of these By laws shall be applicable to the Property which shall include all buildings erected, and all improvements made or to be made thereon.~~

Section 1.03. Personal Application. ~~All present or future homeowners, tenants, or Definitions. The words and phrases used in these Bylaws shall be given their employees, or any other person that might use normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the facilities on Declaration, unless the Property in any manner, are subject to context indicates otherwise.~~

Section 1.04. Association Responsibilities. ~~The Association shall have the regulations responsibility of, among other things, administering the Common Property, approving the annual budget, establishing and collecting assessments, together with such other responsibilities as set forth in these By laws. Bylaws and the Declaration.~~

1 ~~The mere acquisition or rental of any dwelling unit will signify that these By laws are accepted,~~
2 ~~ratified and will be adhered to by such purchaser or tenant.~~

3
4 **ARTICLE II**
5 **MEMBERSHIP AND VOTING**

6 Section 2.01.

7 ~~A. Certificates of Membership. Each homeowner~~Lot Owner is automatically a member of the
8 Association. ~~The Association shall, upon incorporation, issue the same number of certificates of~~
9 ~~membership in the Association, as there are dwelling units to Developer and one certificate of membership~~
10 ~~shall be transferred by Developer to each homeowner of record. In the event any dwelling unit is owned~~
11 ~~by two or more persons, a single certificate shall be issued in the name of all of said persons, and said~~
12 ~~persons shall designate to the Association, in writing, the one of their number authorized to vote said~~
13 ~~certificate at any and all meetings of the Association. No certificate shall be transferred to any person or~~
14 ~~persons other than another homeowner of record. Any member who has disposed of all his interest in any~~
15 ~~dwelling unit shall forthwith surrender his certificate evidencing membership in the Association, and a new~~
16 ~~certificate shall be issued in the name of the person or persons or entity acquiring his interest in a dwelling~~
17 ~~unit. Failure to surrender such certificate shall, nevertheless, upon the sale by a member of his interest in~~
18 ~~any dwelling unit void his certificate and all of his rights as a member of the Association. Each certificate held~~
19 ~~by a Class A member shall be entitled to one vote, and each certificate held by a Class B member shall be~~
20 ~~entitled to three votes.~~fully set forth in the Declaration, the terms of which that pertain to Membership are
21 incorporated by this reference. Each Member shall have the rights, duties and obligations set forth in the
22 Declaration, Articles of Incorporation, these Bylaws, and any Rules duly adopted by the Board of Directors.

23 ~~B. Membership Transfers. No certificate of membership in the Association held by a homeowner shall~~
24 ~~be transferred, pledged or alienated in any way except upon the sale of his dwelling unit, and then only to the~~
25 ~~purchaser of his dwelling unit. Any attempt to make a prohibited transfer shall be void and will not be reflected~~
26 ~~upon the books of the Association. In the event a homeowner shall fail or refuse to transfer the certificate~~
27 ~~registered in his name to the purchaser of his dwelling unit, the Association shall have the right to record the~~
28 ~~transfer upon the books of the Association and issue a new certificate to such purchaser, and thereupon the old~~

1 ~~certificate outstanding in the name of the seller shall automatically be null and void as though it had been~~
2 ~~surrendered.~~

3
4 Section 2.02. Voting. ~~Homeowners~~ There shall have the number of votes be only one vote for each
5 ~~dwelling unit~~ Lot owned as provided for in Section 4.03 of the Declaration and the. Fractional or divided votes
6 are not allowed. In the event that a Lot is owned by more than one Person and such owners are unable
7 to agree as to how their vote or votes shall be cast, they shall not be entitled to vote on the matter in
8 question. If any Member casts a vote representing a certain Membership, he/she will be conclusively
9 presumed to be acting with the authority and consent of all other owners of the same Membership
10 unless written objection is made to the Board at or prior to the time the vote is cast. In the event that
11 more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed
12 void. The right to vote may not be severed or separated from the ownership of a dwelling unit, except that
13 ~~any homeowner may give a proxy as provided for in the following Section 2.0.3. Any homeowner~~ Lot. Any
14 Member not in arrears in the payment of assessments as authorized by these By laws ~~Bylaws~~ and the
15 Declaration shall be entitled to vote. Proxy voting is not permitted in accordance with Arizona law.

16 Section 2.03. Proxies. ~~Votes~~ Voting Methods. Except as otherwise required by the Declaration,
17 the Articles of Incorporation, these Bylaws, or applicable Arizona Law, the following methods and
18 procedures apply to Membership voting.

19 A. Voting at Member Meetings. For any action to be taken at a meeting of the
20 Members, the Board shall provide for votes to be cast in person and by absentee ballot. The following
21 shall apply to absentee ballots:

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

24 2. The absentee ballot shall provide an opportunity to vote "for" or "against"
25 each proposed action, except in the case of the election of Directors.

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

28 4. The absentee ballot must specify the time and date by which the ballot
29 must be delivered to the Board in order to be counted, which shall be before the date and time set for

1 the meeting. Ballots received after this date and time shall not be counted. Absentee ballots shall not
2 be used for purposes of in-person voting at the meeting. If any ballots are to be used for in-person voting
3 at the meeting, separate ballots indicating that they are for in-person voting at the meeting must be
4 used.

5 5. Absentee ballots must be made available to Members at least ten (10) days
6 prior to the date of the meeting. Absentee Ballots may be cast by proxy provided that proxies are filed
7 with, the Secretary of mailed, emailed, delivered, or otherwise made available to the members at a
8 physical location, electronically online, or by similar method.

9 6. Votes cast by absentee ballot shall be counted toward the quorum for
10 election of directors or for any other matter included on the absentee ballot.

11 7. The completed absentee ballot shall contain the name, address and
12 signature of the person voting.

13 B. Voting without a Meeting. Any action required to be taken at a meeting of the
14 Members, including an Annual Meeting of the Members, may be taken without a meeting if the Board
15 authorizes written ballots in place of voting at a meeting for any election or vote on any issue it deems
16 appropriate, including the election or removal of Directors. The following shall apply to written ballots:

17 1. When written ballots are authorized by the Board, said ballots shall be
18 prepared and mailed, e-mailed, or delivered (in person or by electronic means as may be determined by
19 the Board) to each and every Member eligible to vote.

20 1. The written ballot must specify the date and time by which the ballot must
21 be delivered to the Association before the appointed time of the meeting in order to be counted, which
22 shall be at least ten (10) days but not more than sixty (60) days after the written ballot is mailed, e-
23 mailed, or otherwise delivered to the Members. Written ballots received after this date shall not be
24 counted.

25 ARTICLE III
26 ADMINISTRATION

27
28 2. Section 3.01. A solicitation for written ballots must accompany the
29 written ballot specifying, at least: a) the number of responses needed to meet the quorum requirement,

1 and b) the percentage of affirmative Members' votes necessary to approve each matter (other than
2 election of Directors).

3 3. The completed written ballot shall contain the name, address and
4 signature of the person voting.

5 4. Votes cast by written ballot shall be counted toward the quorum for
6 election of directors or for any other matter included on the written ballot. In the event that the quorum
7 requirement is not met, the Board may resend the written ballots to each and every Member eligible to
8 vote for the same election or vote of the Members in accordance with this Section with a rescheduled
9 date by which the ballot must be delivered to the Association in order to be counted, and the quorum
10 requirement shall be reduced for such election or vote in accordance with Article III, Section 3.05 of
11 these Bylaws. The rescheduled date by which the written ballot must be delivered to the Association
12 shall not be set more than sixty (60) days after the preceding date for delivery.

13 5. The determination of eligibility, method of return of written ballots by
14 Members to the Association, and the time, place, and manner of the tabulation of votes shall proceed
15 under procedures established by the Board.

16 6. Electronic voting (via an online voting system, or similar system) may be
17 used for any vote or election. If electronic voting is used for any vote or election, the procedures in
18 Arizona Revised Statutes (A.R.S.) §10-3708, will apply.

** NO Electronic voting*

19 C. Voting Materials. All ballots, envelopes, and related materials, including sign-in
20 sheets, if used, shall be retained in electronic or paper format and made available for Member inspection
21 for at least one year after completion of the election.

22 ARTICLE III
23 MEMBERS' MEETINGS

24 Section 3.01. Association Responsibilities. The Association shall have the responsibility of
25 administering the common property, approving the annual budget, establishing and collecting assessments
26 together with such other responsibilities as set forth in these By-laws and the Declaration. In general, the
27 Association shall be the representative of each homeowner for every problem which affects more than one
28 dwelling unit.

~~Section 3. Place of Meetings. Meetings of the Members shall be held at a suitable place as the Board may designate, provided such place is as convenient and practical for the Members as possible.~~

~~Meetings may be held virtually by electronic means.~~

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BOARD MUST ELECTRONICALLY

~~Section 3.02. Annual Meetings of HomeownersMembers. There shall be an annual meeting of the homeowners on the third Tuesday in February of Members at least once each year at such time and place convenient to the homeownersMembers as may be designated by the Board of Directors. The Board of Directors may designate another date for such annual meeting not more than thirty (30) days before or after the date fixed for said annual meeting by written notice of the Board given to the homeowners not less than ten (10) nor more than thirty (30) days prior to the date fixed for said annual meeting specifying the date, time and place thereof.~~

(INCLUDE)

~~Section 3.03. Special Meetings of HomeownersMembers. Except as otherwise provided in the Declaration, a special Meetingmeeting of the homeownersMembers may be called at any reasonable time and place by written notice of the Board of Directors or by the homeownersMembers having one-fifth (1/5) of the total votes and in the Association. Such written notice must be delivered to all other homeownersMembers not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting, specifying the date, time and place thereof, and the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in said notice unless by consent of a majority of owners present, either in person or by proxy.~~

~~Section 3.04. Notice of Meeting. It shall be the duty of the Secretary of the Association to mail or deliver a notice of each annual or special meeting within the time period specified above stating the purpose thereof as well as the date, time and place where it is to be held to each homeownerMember of record. The mailing or delivery of such notice to each homeownerMember shall be considered notice served.~~

~~Section 3.05. Quorum and Adjourned Meeting. The presence at any meeting, in person or by proxy, of the homeowners entitled to vote at least a majority of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the homeowners present, either in person or~~

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1 by proxy, may, adjourn the meeting to a time not less than forty eight (48) hours nor more than thirty (30)
2 days from the time the original meeting was called, at which meeting the quorum requirement shall be the
3 homeowners present either in person or by proxy entitled to vote at least twenty five percent (25%) of the
4 total votes. Except as otherwise provided herein, or in the Declaration in Section 6.05, any action may be
5 taken at any meeting of the homeowners upon the affirmative vote of the homeowners having a Majority
6 of the total votes present at such meeting either in person or by proxy.

7 Section 3.06. Order of Business. The order of business at all regular annual meeting of the
8 Association shall be as follows:

- 9 A. Roll Call
- 10 B. Proof of notice of meeting or waiver of notice.
- 11 C. Reading of the minutes of preceding meeting.
- 12 D. Report of officers.
- 13 E. Report of committees.
- 14 F. Election of Directors.
- 15 G. Unfinished business.
- 16 H. New Business.

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17
18 Section 3.05. Quorum and Adjourned Meeting. Except as otherwise provided by the
19 Declaration, the Articles of Incorporation, or these Bylaws, the number of Members entitled to vote
20 twenty percent (20%) of the total votes of the membership of the Association shall constitute a quorum
21 at a meeting of Members. If the number of Members necessary to constitute a quorum shall fail to attend
22 a meeting, including an Annual Meeting of the Members, the Members present may adjourn the meeting,
23 subject to notice of a rescheduled meeting that shall be given not less than ten (10) days before the date
24 of the rescheduled meeting. At any such rescheduled meeting, the required quorum shall be one-half
25 (1/2) of the quorum required for the preceding meeting. No such rescheduled meeting shall be held more
26 than sixty (60) days following the preceding meeting. At any such rescheduled meeting at which a quorum
27 shall be present, any business may be transacted which might have been transacted at the meeting as
28 originally called. Except as otherwise provided in the Declaration, any action by the Members authorized by
29 the Declaration, the Articles, or these Bylaws at a duly held meeting of the Members receiving the affirmative

1 vote of the Members holding a majority of the votes present at such meeting shall be a valid act of the
2 Association.

3 ARTICLE IV
4 BOARD OF DIRECTORS
5

6 Section 4.01. Number and Qualifications. The affairs of the Association shall be governed by a
7 Board of Directors, who need not be Homeowners, comprised of not more than nine (9) persons, nor
8 less than three (3) persons. Directors must be Members of the Association, but in no instance shall there
9 be more than one (1) Director from each Lot.

10 Section 4.02. Election and Term of Office. Subject to the requirements of Section 4.01 of these By-
11 laws, the Directors shall be elected in a regular annual meeting of the Association by a vote of a majority of
12 owners present either in person or by proxy constituting a quorum,; Nominations. Except as otherwise
13 provided in the Bylaws, Directors are elected for a term of one (1) year unless a longer term is authorized as
14 hereinafter provided and shall hold office until their successors are elected and qualify. The members of the
15 Board may succeed themselves indefinitely, but in There shall be no instance shall there be more than one (1)
16 board member from each dwelling unit.

17 The Board of Directors prior cumulative voting. The number of candidates equal to the number of
18 positions to a regular annual meeting shall appoint a nominating committee to obtain a list of names of
19 homeowners who desire to serve on the Board of Directors to be filled, who received the greatest number of
20 votes shall be elected at the forthcoming regular annual meeting and the nominating committee shall inform
21 the homeowners that it is accepting names of persons to serve on the Board of Directors. After the nominating
22 committee has determined which homeowners are willing to serve on the Board of Directors, it shall prepare
23 a list of such names and submit it at the next regular annual meeting for a vote of the homeowners. A
24 homeowner may be elected to the Board of Directors even though his name does not appear on the list
25 prepared by the nominating committee. The nominating committee shall count and verify the ballots
26 collected at the regular annual meetings.

27 Upon the sale of all of the dwelling units by Declarant, and for. For the purpose of maintaining
28 continuity in the administration of the affairs of the Association, at least two (2) members of the
29 Board Directors who have previously served a one (1) year term on the Board of Directors shall remain as
30 members of the Board Directors for the following term. The Board, by majority approval, shall determine

ALL '5' seats to be open
for voting every year.

NO holding over!

1 ~~which two (2) members of the Board Directors shall remain on the Board for the following term and these~~
2 ~~Board members shall not be voted upon at the next regular annual meeting but shall automatically~~
3 ~~become a member of the Board elected at such regular annual meeting (1) year term. Directors may~~
4 ~~succeed themselves indefinitely.~~

5 ~~Section 4.03. Vacancies. Vacancies in the Board of Directors caused by any reason other than~~
6 ~~the removal of a Director by vote of the homeowners shall be filled by vote of the majority of the~~
7 ~~remaining Directors, even though they constitute less than a quorum; and each person so elected shall~~
8 ~~be a Director until a successor is elected at the next regular annual meeting of the Association Prior to~~
9 ~~each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable~~
10 ~~filing period in which each and every eligible Member who has an interest in serving as a Director may file as~~
11 ~~a candidate. The Board also may establish such other rules and regulations as it deems appropriate to conduct~~
12 ~~the nomination of Directors in a fair, efficient and cost-effective manner, including but not limited to~~
13 ~~provisions for appointment of a nominating and election committee to obtain a list of names of Members~~
14 ~~who wish to serve on the Board of Directors, as well as to count and verify the ballots duly submitted for~~
15 ~~the election of Directors. There shall be no write-in candidates on any ballot, nor nominations from the floor~~
16 ~~of any Members' meeting where the election of Directors may take place.~~

17 Section 4.03. Vacancies. Vacancies on the Board shall be filled as follows:

18 A. After Removal Action. On removal of at least one (1) but fewer than a majority :

19 A. ~~Section 4.04. Removal of Directors.~~ At any regular or special meeting duly called,
20 ~~any one or more of the Directors may be removed in accordance with or without cause by a~~
21 ~~majority Section 4.04 of these Bylaws, the owners and remaining Directors shall appoint a successor may~~
22 ~~then and there be elected to fill the each vacancy thus created for the remainder of the term. On removal~~
23 ~~of a majority of the Directors, a vote of the membership to elect replacement Directors shall occur not~~
24 ~~later than thirty (30) days after the meeting at which the Directors were removed.~~

25 B. Absences or Delinquency. Any Director whose removal who has three (3)
26 consecutive unexcused absences from Board meetings, or is more than ninety (90) days delinquent in
27 the payment of any Assessment or other charge due the Association, without being excused by a
28 majority of the Board for good cause, shall be deemed to have resigned from office and the Board may
29 appoint a successor to fill the vacancy for the remainder of the term.

1 C. Death, Disability or Resignation. In the event of the death, disability, or
2 resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy
3 for the remainder of the term.

4 D. Replacement Director. Any Director who the Board appoints shall be selected
5 from among Members.

6 Section 4.04. Removal of Directors. ~~been~~The Members may remove one or more Directors,
7 with or without cause, ~~except Directors appointed by the Declarant,~~ by a majority vote of Members
8 entitled to vote and voting on the matter at a meeting of the Members called pursuant to these Bylaws,
9 at which a quorum is present. For purposes of calling for removal of a Director by the Members, the
10 following apply:

11 A. Petition. On receipt of a petition that calls for removal of a Director and that is
12 signed by the Members entitled to cast at least 25% of the votes in the Association, the Board shall call
13 and provide written notice of a special meeting of the Members as prescribed by these Bylaws. A Person
14 is eligible to sign the petition if he/she is eligible to vote in the Association at the time of signing.

15 B. Special Meeting. The special meeting must be called, noticed and held within 30
16 days after the Board's receipt of the petition. A quorum is present if 20% of the Members who are
17 eligible to vote in the Association as of the date of the meeting are present in person or by absentee
18 ballot.

19 A.C. Retention of Documents. The Board shall retain all documents and other records
20 relating to the ~~proposed~~ shall be given an opportunity to be heard ~~removal of any Director for at the~~
21 ~~meeting.~~ least one year after the date of the special meeting and shall permit Members to inspect those
22 documents and records pursuant to these Bylaws and applicable law.

23 **D.** Limitation on Removal Action. A petition that calls for the removal of the same
24 Director shall not be submitted more than once during each term of office for that Director. ?

25 Section 4.05. ~~Organization~~Directors' Meetings.

26 A. Organizational Meeting. The first meeting of a newly elected Board of Directors
27 shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting
28 at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in

1 ~~order to legally constitute such meeting, provided a majority of the whole Board shall be present the~~
2 ~~election.~~

3 B. ~~Section 4.06. Regular Meetings.~~ Regular meetings of the Board of Directors may
4 be held at such time and place as shall be determined, ~~from time to time,~~ by a majority of the Directors,
5 but at least ~~two (2)~~ **31x(6)** such meetings shall be held during each fiscal year. ~~Notice of regular meetings of the~~
6 ~~Board of Directors shall be given to each Director, personally by mail or telephone at least three (3) days~~
7 ~~prior to the day set for such meeting.~~

8 C. ~~Section 4.07. Special Meetings.~~ Special meetings of the Board of Directors
9 ~~may shall be held when called by the President or Vice President, or by any two Directors, after~~
10 ~~three (3) day's days' notice to each Director, given personally by mail or telephone, unless emergency~~
11 ~~circumstances require shorter notice.~~

12 D. ~~Open Meetings; Notice to Members.~~ All meetings of the Board, and any regularly
13 ~~scheduled committee meetings, are open to all Members and their designated representatives unless~~
14 ~~the Board or committee is discussing or considering a matter enumerated in A.R.S. 33-1804(A), in which~~
15 ~~notice shall state the date, case the Board can meet in closed session. A Member must inform the Board~~
16 ~~in writing prior to any pertinent meeting if he/she will have a designated representative attending the~~
17 ~~meeting.~~

18 ~~Except in the case of an emergency, notice of Board meetings shall be given to the Members by~~
19 ~~newsletter, conspicuous posting or any other reasonable means as determined by the Board at least 48~~
20 ~~hours before the time, place and purpose of the meetings. Special set for the meeting, or otherwise in~~
21 ~~accordance with applicable Arizona law. Notice of meetings of the Board of Directors shall be called by~~
22 ~~the President or Secretary in like manner and on like notice on the written request of at least two~~
23 ~~(2) specify the time and place of the meeting and, in the case of a special meeting, the nature of any~~
24 ~~special business to be considered.~~

25 ~~An emergency meeting of the board of directors may be called to discuss business or take action~~
26 ~~that cannot be delayed for the forty-eight (48) hours required for notice. At any emergency meeting, the~~
27 ~~Board may act only on emergency matters. The minutes of the emergency meeting shall state the reason~~
28 ~~necessitating the emergency meeting. The minutes of the emergency meeting shall be read and~~
29 ~~approved at the next regularly scheduled Board meeting.~~

1 C.E. Board Action without a Meeting. Any action that may be taken or is to be taken
2 at a meeting of the Directors. Notwithstanding the foregoing, a majority may be taken without a meeting
3 if a consent in writing, setting forth the action so taken, is signed by all of the Directors may waive the
4 three (3) day's notice requirement for calling a special meeting and convene a special meeting at such
5 date, time and place as agreed upon by the majority of Directors, and such consent shall have the same
6 force and effect as a unanimous vote. Such consents may be submitted via e-mail or fax and signed in
7 counterparts. Such consents shall be announced at and filed with the minutes of the next open Board
8 meeting. Action without a meeting may be taken only when it is not possible to assemble a quorum for
9 a meeting or Board action is required for immediate Association business.

10 F. Section 4.08. Board of Director's Virtual Participation in Meetings. Members of
11 the Board or any committee designated by the Board may participate in a meeting of the Board or
12 committee by means of conference telephone or similar communications equipment, so that all persons
13 participating in the meeting can hear each other. Participation in a meeting pursuant to this Section
14 shall constitute presence in person at such meeting.

15 D.G. Quorum. At all meetings of the Board of Directors, a majority of the Directors
16 shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors
17 present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any
18 meeting of the Board of Directors, there be less than a quorum present, the majority of those present
19 may adjourn the meeting, from time to time. At any such adjourned meeting, providing a quorum is
20 present, any business which might have been transacted at the meeting as originally called may be
21 transacted without further notice.

22 ARTICLE V
23 BOARD'S POWERS AND DUTIES
24

25 Section 4.09-5.01. General Powers and Authority of the BoardDuties. The Board of
26 Directors shall have all the powers of an Arizona non-profit corporation, subject only to such
27 limitations upon the exercise of such powers as are expressly set forth in the Association's Articles
28 of Incorporation, these ~~By-laws~~Bylaws and ~~the Declaration~~. The Board shall have the power to do
29 any and all lawful things which may be authorized, required or permitted to be done by the
30 Association under and by virtue of said Articles, these ~~By-laws~~Bylaws and the ~~Declaration~~, and to do

1 ~~and~~ perform any and all acts which may be necessary or proper for or incidental to the exercise
2 of any of the express powers of the Association.

3 Section 5.02. Powers of the Board. Without in any way limiting the generality of any of the
4 foregoing provisions, the Board shall have the power and authority at any time to do the following:

5 A. ~~Care, upkeep, repair and supervision of the common areas and facilities as set~~
6 ~~forth in Section 4.04 of the Declaration. The Board shall determine all maintenance and repair~~
7 ~~expenses on the basis of at least three (3) independent bids, whenever possible; the bids shall~~
8 ~~be submitted by reputable contractors or persons in the business of performing said~~
9 ~~maintenance and repairs. The Board shall select the best bid which need not be the lowest bid~~
10 ~~and the Board's decision in this regard shall be final and conclusive.~~ ???

11 B. ~~Collection of assessments from homeowners.~~

12 A. Designation and dismissal of ~~To Supervise, control, operate, maintain and repair~~
13 the Common Property and facilities in accordance with the Declaration;

14 B. To Impose and collect Assessments pursuant to the Declaration;

15 C. To designate and dismiss personnel necessary for the maintenance and operation
16 of the common property. ~~Common Property;~~

17 D. ~~Maintain~~ To maintain insurance coverage as provided for in ~~Section 4.05 of the~~
18 ~~Declaration and to use the insurance proceeds to repair and replace any damage or destruction~~
19 ~~of property, real or personal, covered by such insurance, and pay any balance remaining to the~~
20 ~~Developer~~ Owner and homeowners and/or their mortgagees as their interest may appear.

21 E. ~~To grant and convey to any person easements, rights of way, parcels or strips~~
22 ~~of land in, on, over or under any common areas for the purpose of constructing, erecting,~~
23 ~~operating or maintaining thereon, therein and thereunder (1) roads, streets, walks, driveways,~~
24 ~~parkways, and part areas; (2) temporary overhead or permanent underground lines, cables,~~
25 ~~wires, conduits, or other devices for the transmission of electricity for lighting, heating, power,~~
26 ~~telephone, cable T.V., and other purposes; (3) sewers, storm drains and pipes, water systems,~~
27 ~~water, heating and gas lines or pipes; and (4) any similar public or quasi-public improvements~~
28 ~~or facilities.~~

1 F.E. To retain and pay for legal and accounting services necessary or proper in the
2 operation of the ~~common area~~ Common Property and facilities, enforcement of these ~~By-~~
3 ~~laws~~ Bylaws and the ~~Declaration~~, or in any of the other duties or rights of the Association;

4 G.F. To maintain and repair the private water system, drainage and other easements,
5 roads, roadways, roadway rights-of-way, parking lots, median strips, entry details, walls or other
6 areas not maintained by governmental entities;

7 H.G. To obtain or pay for, as the case may be, any other property, or services, which
8 the Board deems necessary, including ~~but not limited to~~ security services for the ~~common~~
9 ~~areas~~ Common Property and facilities; thereon;

10 I.H. To enter at any reasonable time upon any exterior portion of any ~~dwelling unit~~ Lot
11 for the purpose of carrying out its duties and obligations for exterior maintenance and
12 landscaping pursuant to Section 4.04 of the ~~Declaration~~; bylaws

13 J. In the event any property owned by the Association or exterior of any dwelling unit
14 is damaged or destroyed by a homeowner or any of his guest, agents or members of his family, it
15 shall be the responsibility of such homeowner to repair such damage in a good workmanlike
16 manner in conformance with the original plans and specifications. In the event that such
17 homeowner fails to make or complete such repairs within a reasonable length of time, such
18 homeowner does hereby irrevocably authorize the Association to repair said damage, and the
19 Association shall so repair said damage in a good workmanlike manner in conformance with the
20 original plans and specifications. Said homeowner shall then repay the Association in the amount
21 actually expended for said repairs.

22 In the event of a dispute between a homeowner and the Board of Directors with respect
23 to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof,
24 then upon written request of the homeowner delivered to the Association, the matter shall be
25 submitted to arbitration under such rules as may from time to time be adopted by the
26 Association. If no such rules have been adopted, then the matter shall be submitted to three (3)
27 arbitrators, one chosen by the Board of Directors, one chosen by said homeowner and these two
28 arbitrators shall choose a third arbitrator. If the two arbitrators cannot agree as to the selection
29 of the third arbitrator, then the same shall be selected by the presiding Judge of the Superior

Arbitration ~ Rights
should be used.

1 Court of Pima County, Arizona. A determination by any two of the three arbitrators shall be
2 binding upon said homeowner and the Association who shall share the cost of arbitration equally.
3 In the event one party fails to choose any arbitrator within ten (10) days after receipt of a request
4 in writing for arbitration from the other party, then said other party shall have the right and
5 authority to choose both arbitrators.

6 K.I. To regulate the use and provide for appropriate safety measures for all private
7 roadways Common Properties; and parking areas. *unclear/ambiguous*

8 K. To construct new improvements or additions to the common areas or demolish or
9 replace existing improvements; provided that in the case of any improvements, additions, or
10 demolition (other than maintenance or repairs to existing improvements and reconstruction
11 made pursuant to Section 4.16 hereof) involving a total expenditure in excess of Two
12 Thousand five hundred dollars (2500.00), the vote of homeowners having two thirds (2/3) of
13 the total vote present, voting either in person or by proxy at an annual or special meeting
14 called for the purpose of approving plans and a maximum total cost therefor shall first be
15 obtained, the Board shall levy a special assessment on all homeowners for the cost of such
16 work pursuant to these By laws and the Declaration.

17 N. To assign guest parking spaces.

18 O. To select and employ a Trust Company or Bank or property management company
19 in Tucson, Arizona to collect and disburse funds of the Association under such terms and
20 conditions approved by the Board. *need a limit - periods.*

21 J. To make payments out of the Association's funds for the benefit of each Owner,
22 including but not limited to water service provided to the individually owned Lots, and all goods,
23 materials, supplies, labor, services maintenance, repair, alterations, reconstruction and insurance which
24 the Board of Directors is authorized to obtain and pay for pursuant to these Bylaws and the Declaration,
25 or which are duly authorized by the Owners.

26 Section 5.03. Duties of the Board. The duties of the Board shall include, without limitation:

27 A. Preparing and adopting, in accordance with the Declaration, an annual budget
28 establishing each Owner's Assessment for his/her share of the common expenses, which budget shall

1 include, but not necessarily be limited to, the estimated revenue and expenses and the annual cash
2 reserves available for replacement and major repairs of the Common Property;

3 B. Levying and collecting such Assessments from the Owners;

4 C. Complying with applicable state law with respect to periodic audit, review or
5 compilation of the Association's financial records, at the discretion of the Board, provided that if the
6 services of a certified public accountant are retained, he/she shall be appointed by the Board and paid by
7 the Association;

8 D. Providing for the operation, care, upkeep, and maintenance of Common Property;

9 E. Designating, hiring, and dismissing the personnel necessary to carry out the rights
10 and responsibilities of the Association and where appropriate, providing for the compensation of such
11 personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in
12 the performance of their duties;

13 F. Supervising all officers, agents and employees of the Association and ensuring that
14 their duties are properly performed;

15 G. Depositing all funds received on behalf of the Association in a bank(s), and using
16 such funds to operate the Association.

17 H. Opening of bank accounts on behalf of the Association and designating the
18 signatories required;

19 I. Making or contracting for the making of repairs, additions, and improvements to
20 or alterations of the Common Property in accordance with the Declaration and these Bylaws, including
21 borrowing money on behalf of the Association when required for Common Area repairs or improvements;

22 J. Enforcing by legal means the provisions of the ~~Declaration~~, Articles of
23 Incorporation, these Bylaws and any Rules duly adopted by the Board, and bringing any proceedings
24 which may be instituted on behalf of or against the Owners concerning the Association; provided, the
25 Association shall not be obligated to take action to enforce any covenant, restriction or rule which the
26 Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent
27 with applicable law, or in any case in which the Board reasonably determines that the Association's
28 position is not strong enough to justify taking enforcement action;

1 K. Obtaining, maintaining, and carrying property and liability insurance and fidelity
2 bonds, as provided in the Declaration, and, in the discretion of the Board, errors and omissions insurance
3 on behalf of the Association's Officers and Directors and committee members, paying the cost of all such
4 insurance and/or fidelity bonds, and filing and adjusting claims, as appropriate;

5 L. Paying the cost of all services rendered to the Association;

6 M. Keeping books with detailed accounts of the receipts and expenditures of the
7 Association;

8 N. Permitting utility suppliers to use portions of the Common Area reasonably
9 necessary to the ongoing development or operation of the Properties; and

10 O. Performing any other duties or functions which are required in the Community
11 Documents or applicable law.

12 Section 4.105.04. Management Agent and Contracts. The Board of Directors may employ
13 for the Association a management agent at a compensation agreed to by the Board of Directors to
14 perform such duties and services as the Board shall direct; provided, however, that the Board shall not
15 obligate the Association to employ such management agent nor shall the Board enter into any
16 contracts which would bind the Association for a term of more than one (1) year ~~unless reasonable~~
17 ~~cancellation provisions are included in such contracts,~~ unless the contract shall provide for termination
18 by either party thereto, with or without cause and without payment of a termination fee, upon no
19 more than sixty (60) days' prior written notice.

20 Section 4.11. Taxes. Homeowners shall pay all real estate and personal property taxes which
21 may be assessed against their respective dwelling units. The Association shall pay all taxes levied upon
22 any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed
23 to homeowners. ?

24 Section 4.125.05. Fidelity Bonds. The Board of Directors shall have the authority and
25 discretion to require that all officers Officers, Directors, Committee chairs and members, and
26 employees of the Association handling or responsible for Association funds shall furnish adequate
27 bonds. The premiums on such bonds shall be paid by the Association.

28 Section 4.13. Assessments. The Board of Directors shall levy and collect assessments pursuant to
29 the provisions of these By-laws and Article VI of the Declaration.

need collection?
police in written form.

Keep this 21

1 A. ~~The Board of Directors shall provide for the keeping of books with detailed~~
2 ~~accounts affecting the administration of the common property. The books and vouchers shall be~~
3 ~~made available for examination to any of the homeowners at convenient hours on working days.~~
4 ~~Within thirty (30) days prior to the end of each fiscal year, the Board shall appoint a finance~~
5 ~~committee consisting of at least two members of the Homeowner's Association, who are not~~
6 ~~directors, to review the books, vouchers, bank statements, operating expenses, reserve account,~~
7 ~~etc., of the Association for that fiscal year, which shall submit to the Board their written opinion~~
8 ~~of the financial condition of the Association, stating therein whether the account is in order, or if~~
9 ~~not in order, the particulars pertinent thereto together with their recommendation whether or~~
10 ~~not an audit of the financial records of the Association is required. In the event the finance~~
11 ~~committee or the Board recommends an audit of the financial records of the Association, then~~
12 ~~the Board shall advise the members of the Homeowner's Association, at the next annual meeting~~
13 ~~of the finance committee's or Board's recommendation for an audit, and upon a vote of twenty-~~
14 ~~five percent (25%) of the members in attendance at such annual meeting in favor of an audit, the~~
15 ~~Board shall then proceed to have such an audit performed which shall be at the expense of the~~
16 ~~Association. A copy or summary of such audit shall be delivered to each homeowner within thirty~~
17 ~~(30) days after completion thereof.~~

18 Section 4.14. ~~Authorized Payments by the Association.~~ The Board of Directors shall have the
19 ~~exclusive authority to make payments out of the Association's funds for the benefit of each homeowner;~~
20 ~~this authority shall include but shall not be limited to the following:~~

- 21 A. ~~Water service~~
- 22 B. ~~Utility service for the common areas.~~
- 23 C. ~~All goods, materials, supplies, labor, services maintenance, repair, alterations,~~
24 ~~reconstruction and insurance which the Board of Directors is authorized to obtain and pay for~~
25 ~~pursuant to these By laws and the Declaration or which are authorized by the homeowners for~~
26 ~~the convenient operation of the common property.~~
- 27 D. ~~If required by the laws of the State of Arizona or any other governmental body or~~
28 ~~authority having jurisdiction over the property, workmen's compensation insurance with limits as~~
29 ~~required by such law.~~

Keep this 23

1 ~~E. Professional management services as provided herein, legal, accounting and~~
2 ~~other services contracted for by the Board of Directors if it is deemed necessary by them for the~~
3 ~~operation and maintenance of the common property, protection of any of the common property~~
4 ~~or in the best interest of the homeowners.~~

5 ~~F. Maintenance and repair of any dwelling unit, if such maintenance or repair is~~
6 ~~necessary in the discretion of the Board of Directors to protect the common property, and any~~
7 ~~homeowner has failed or refused to perform such maintenance or repair within a reasonable time~~
8 ~~after written notice of the necessity of said maintenance or repair has been delivered by the Board~~
9 ~~of Directors to said homeowner. In such event, the Board of Directors shall levy and collect a~~
10 ~~special assessment against such homeowner for the cost of said maintenance or repair.~~

11 ~~G. All costs of enforcing the provisions of these By laws and the Declaration,~~
12 ~~including attorney's fees and court costs provided that all costs incurred for the enforcement of~~
13 ~~the provision of these By laws and the Declaration against any homeowner shall be assessed~~
14 ~~especially against such homeowner.~~

15 Section 4.155.06. Rules and Regulations. The Board of Directors shall have the power to
16 adopt and publish rules and regulations governing the use of the common property Common Property
17 and the Lots in accordance with the Declaration, and such rules and regulations shall be binding upon
18 the ~~members~~ Members of the Association.

19 Section 4.165.07. Damage and Destruction. In the case of damage by fire or other
20 casualty to the common property Common Property or ~~exteriors of the~~ dwelling units:

21 ~~A. Destruction Insurance Proceeds. If on the Lots, if insurance proceeds do not~~
22 ~~exceed the sum of Twenty-five thousand and No/100 Dollars (\$25,000.00), and the cost of~~
23 ~~repairing or rebuilding does not exceed the amount of available insurance proceeds by more~~
24 ~~than Five Thousand and No/100 Dollars (\$5,000.00), such insurance proceeds shall be paid to~~
25 ~~the Association, which thereupon shall contract to repair or rebuild the damaged property.~~

26 ~~B. Reconstruction. If Alternatively, if insurance proceeds exceed Twenty-five~~
27 ~~Thousand and No/100 Dollars (\$25,000.00) or the cost of repairing or rebuilding exceeds~~
28 ~~available insurance proceeds by more than Five Thousand and No/100 Dollars \$(\$5,000.00),~~
29 ~~then:~~

7

1 The the insurance proceeds arising out of damages to said property shall be paid to such bank
2 or other trust company as may be designated by the Board, to be held in separate trusts for the
3 benefit of ~~homeowners~~ Owners and their mortgagees, as their respective interests shall appear. The
4 Board is authorized to enter, ~~on behalf of the homeowner,~~ into an agreement with such insurance
5 trustee relating to its powers, duties and compensation, on such terms as the Board may approve
6 consistent herewith.

7 ~~The Board~~ Section 5.08. Maintenance; Capital Improvements. In the event that any
8 portion of the Common Property requires maintenance or repair, the Board shall obtain ~~firm bids from~~
9 two (2) or more responsible independent bids, whenever possible. Bids shall be sought from reputable
10 contractors, ~~to rebuild any portions to said property or persons in accordance with the original plans the~~
11 business of performing said maintenance and specifications with respect thereto repairs, properly
12 licensed and shall, as soon as possible thereafter, bonded. The Board, in its sole discretion, shall select
13 the best bid, which need not be the lowest bid, and the Board's decision in this regard shall be final and
14 conclusive.

15 Section 4.17. Liability of Board Members. ~~No member of the Board of Directors shall be~~
16 ~~personally liable to any homeowner for any damage, loss or prejudice suffered or claimed on account of~~
17 ~~any act or omission of the Association, its representatives or employees provided that such Board~~
18 ~~member has, upon the basis of such information as may be possessed by him, acted in good faith.~~

19
20 In the event that new improvements, additions, upgrades to, or demolition and replacement of
21 portions of the Common Property are contemplated by the Board (other than maintenance or repairs to
22 existing improvements and reconstruction made pursuant to Section 5.07 above) involving a total
23 expenditure in excess of Five Thousand Dollars (\$5,000.00), the said expenditure must first be approved
24 by affirmative vote of two-thirds of the Members casting votes at a duly held meeting, or by written
25 ballot in lieu of meeting. This vote shall be separate and apart from any Membership approval required
26 for a Special Assessment pursuant to the Declaration. The amount above shall be effective as of the fiscal
27 year 2023, and shall thereafter be increased annually automatically by the greater of 3% or the CPI
28 (Consumer Price Index) for All Items applicable for the prior fiscal year.

29 ARTICLE VVI
30 OFFICERS

1
2 Section ~~56~~.01. Designation. The principal officers of the Association shall be a President, a Vice-
3 President, a Secretary and Treasurer, all of whom shall be Directors. The office of Vice-President and
4 Treasurer may be combined in the event there are only three (3) directors.

5 Section ~~56~~.02. Election of Officers. The officers of the Association shall be elected annually by
6 the Board of Directors at the organizational meeting of each new Board and shall hold office at the
7 pleasure of the Board.

8 Section ~~56~~.03. Removal of Officers. Upon an affirmative vote of a majority of the members of
9 the Board of Directors, any officer may be removed, either with or without cause, and his successor
10 elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of
11 Directors called for such purpose.

12 Section ~~56~~.04. President. The President shall be the chief executive officer of the Association.
13 ~~He~~The President shall preside at all meetings of the Association and the Board of Directors. ~~He~~The
14 President shall have all of the general powers and duties which are usually vested in the office of
15 President of a corporation, including but not limited to the power to appoint committees from among
16 the ~~homeowners~~Members from time to time as he/she may in his/her discretion decide is appropriate
17 to assist in the conduct of the affairs of the Association.

18 Section ~~56~~.05. Vice-President. The Vice-President shall take the place of the
19 President and perform duties whenever the President shall be absent or unable to act. If neither
20 the President or the Vice-President is able to act, the Board of Directors shall appoint some other
21 member of the Board to do so on an interim basis. The Vice-President shall also perform such other
22 duties as shall from time to time be imposed upon him by the Board of Directors.

23 Section ~~56~~.06. Secretary. The Secretary shall keep the minutes of all meetings of the Board of
24 Directors and the minutes of all meetings of the Association; the Secretary shall have charge of such
25 books and papers as the Board of Directors shall direct, and shall in general perform all the duties
26 incident to the office of Secretary.

27 Section ~~56~~.07. Treasurer. The Treasurer shall have responsibility for Association funds and
28 Securities and shall be responsible for keeping full and accurate accounts of all receipts and
29 disbursements in books belonging to the Association unless such function is delegated by the Board of

** 2 signatures is a must.*

1 Directors to a trust company or bank or ~~property~~ management company as authorized under Section
2 ~~4.09, 0 and 4.10 of these By laws~~ Bylaws. The Treasurer shall be responsible for the deposit of all monies
3 and other valuable effects which he/she personally collects in the name, and to the credit of the
4 Association in such depositories as may from time to time be designated by the Board of Directors. All
5 funds of the Association over which the Treasurer has direct control shall only be withdrawn upon his
6 signature; the Board may require the signature of two members of the Board for disbursement of
7 Association funds. The Treasurer shall coordinate with the Board of Directors, in cooperation with the
8 Association's management company, if any, to provide for an annual financial audit, review or
9 compilation of the Association. The audit, review or compilation shall be completed no later than one
10 hundred eighty (180) days after the end of the Association's fiscal year, and shall be made available upon
11 request to the Members within thirty (30) days after its completion.

12 ARTICLE VI
13 OBLIGATION OF HOMEOWNERS
14

15 Section 6.01. Assessments

16 Charges for Repairs. ARTICLE VII
17 COMMITTEES
18

19 Section 7.01. General. The Board may appoint such committees as authorized in accordance
20 with the Declaration, and otherwise as it deems necessary and appropriate to properly and effectively
21 carry on the affairs of the Association. Each committee created by the Board shall perform such tasks
22 and serve for such periods as the Board may designate by resolution. Each committee shall operate in
23 accordance with the terms of such resolution. Any committee may be terminated, or any committee
24 member may be removed from a committee, with or without cause, by a majority vote of the Board. A
25 committee may exercise the powers specifically granted to it in the Declaration and/or by the Board.

26 ARTICLE VIII
27 MISCELLANEOUS
28

29 Section 8.01. Liability of Directors. No member of the Board of Directors shall be personally
30 liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act or
31 omission of the Association, its representatives or employees provided that such Board member has,
32 upon the basis of such information as may be possessed by him, acted in good faith.

1 A. ~~Section 8.02.~~ Each homeowner agrees that the charged for repairs as determined
2 pursuant to Section 4.09, J., of these Bylaws if not paid within ten (10) days after completion of the
3 work, shall become a lien upon said homeowner's dwelling unit and shall continue to be such a lien
4 until fully paid. The amount owed by said homeowner to the Association shall be a debt, and shall
5 be collectible by any lawful procedure allowed by these By laws and the Declaration. Nothing
6 contained in this paragraph shall be construed in any way so as to relieve any insurance company
7 from the payment of any and all amounts which would be payable under any policy or policies had
8 not this paragraph been inserted.

9 B. ~~Late Charge and Default.~~ If any assessment assessed to any homeowner is not paid
10 within five (5) days after it is due, the homeowner may be required by the Board of Directors to
11 pay a reasonable late charge as the Board may establish from time to time.

12 ~~Section 6.02. Maintenance and Repair.~~

13 A. Each homeowner must perform promptly all maintenance and repair work within
14 his own dwelling unit, which if neglected would affect the property in its entirety or in part
15 belonging to Declarant or other homeowners, being expressly responsible for the damages and
16 liabilities that his failure to do may engender.

17 B. All the repairs of internal installations of the dwelling units, such as water, light,
18 gas, power, sewage, telephones, air conditioners, heating equipment, roof, doors, windows,
19 lamps, and all other internal accessories belonging to that dwelling unit shall be at the
20 homeowner's expense. In addition, homeowners shall bear the expense and responsibility for all
21 glass surfaces, exterior T. V. antennas, common walls as provided for in Section 3.03 of the
22 Declaration, and landscaping in the general patio area of the dwelling units.

23 C. Each homeowner shall reimburse the Association for any expenditures incurred
24 in repairing or replacing any portion or all of the common area and facilities damaged through
25 his fault, except to the extent covered by insurance.

26 D. Homeowners shall not, without the written consent of the Board of Directors,
27 make any structural alterations in the common areas or facilities or remove any improvements
28 or fixtures therefrom.

29 ~~Section 6.03. Use of Units Internal Changes.~~

1 A. ~~All units shall be utilized for residential purposes only.~~

2 B. ~~No homeowner shall make structural modifications or alterations in his dwelling~~
3 ~~unit or installations located therein without previously notifying the Association in writing, through~~
4 ~~the management agent, if any, or through the President, if no management agent is employed. The~~
5 ~~Association shall have the obligation to answer within fourteen (14) days and failure to do so within~~
6 ~~the stipulated time shall mean that there is no objection to the proposed modifications or~~
7 ~~alterations.~~

8 C. ~~The swimming pool shall be used primarily by members and their bona fide~~
9 ~~guests. The Board of Directors shall promulgate appropriate regulations to ensure that the~~
10 ~~swimming pool is operated in compliance with public health standards and the Declaration.~~

11 Section 6.04. Right of Entry.

12 A. ~~Each homeowner hereby grants the right of entry to the management agent or~~
13 ~~the Board of Directors or any other person authorized by the Association in case of any~~
14 ~~emergency originating in or threatening his dwelling unit, whether the homeowner is present at~~
15 ~~the time or not.~~

16 B. ~~Homeowners agree that if any portion of a dwelling unit, or the common areas~~
17 ~~encroaches upon another dwelling unit, a valid easement for the maintenance of such~~
18 ~~encroachment, so long as it stands, shall and does exist. In the event any such property is~~
19 ~~destroyed, each owner gives an easement for minor encroachment on its replacement provided~~
20 ~~it is replaced substantially as it was originally built.~~

21 Section 6.05. Rules of Conduct.

22 A. ~~No advertisements, or posters of any kind shall be posted in or on the Property~~
23 ~~except as authorized by the Association of the Declaration.~~

24 B. ~~No Homeowner, resident or lessee shall install wiring for electrical or telephone~~
25 ~~installation, television antennas, machines, or air conditioning units, etc., on the exterior of the~~
26 ~~dwelling units or that protrude through the walls or the roof of any dwelling units except as~~
27 ~~authorized by the Association or the Declaration.~~

1 ~~C. No homeowner, resident, or lessee shall permit or suffer anything to be done or kept~~
2 ~~in his dwelling unit which will obstruct or interfere with the rights of other occupants of dwelling units~~
3 ~~or in any manner endanger others.~~

4 ~~All pets must be kept under leash or controlled at all times and must remain within the~~
5 ~~area of the dwelling unit at night.~~

6 ARTICLE VII
7 AMENDMENTS

8 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes
9 a different fiscal year by resolution.

10 Section 8.03. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules
11 of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with
12 State law, the Articles of Incorporation, the Declaration, or these Bylaws.

13 Section 8.04. Conflicts. If there are conflicts between the provisions of the Declaration and either
14 the Bylaws or the Articles of Incorporation, the provisions of the Declaration shall prevail. If there are
15 conflicts between the provisions of the Articles of Incorporation and these Bylaws, the Articles shall prevail.

16 Section 8.05. Books and Records. All financial and other records of the Association shall be made
17 reasonably available for examination by any Member or any person designated by the member in writing
18 as the Member's representative. The Association shall have ten (10) business days to fulfill a request for
19 examination, which must be made in writing. Books and records kept by or on behalf of the Association
20 and the Board may be withheld from disclosure to the extent set forth in A.R.S. §33-1805 or any other
21 pertinent statute.

22 Section 8.06. Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices,
23 demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in
24 writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail,
25 first class postage prepaid:

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

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

Section 8.07. Amendments.

~~Section 7.01. By laws.~~ These ~~By laws~~ Bylaws may be amended during the first twenty (20) years by an instrument in writing signed and acknowledged by the President and the Secretary of the Association certifying that such amendment has been approved by the vote or written consent of the then owners of not less than seventy five per cent (75%) two thirds of the Members voting at a duly held meeting, or a majority of the dwelling units, and such amendment shall be effective upon total votes in the date of such certification, notwithstanding Association, whichever is less. Notwithstanding the above, these Bylaws may be amended in order to confirm these Bylaws to the declarant shall have Articles, Declaration, or Arizona law with the right, so long as declarant is the owner affirmative vote of a majority of not less than fifty one per cent (51%) of the dwelling units, to amend these by laws the Directors.

In no event shall an amendment of these By laws be inconsistent or in opposition to any provision in the Declaration.

ARTICLE VIII
MORTGAGES

~~Section 8.01. Notice to Association.~~ A homeowner who mortgages his dwelling unit shall notify the Association through the management agent, if any, or the President or the Board of Directors in the event there is no management agent, giving the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Dwelling Units."

~~Section 8.02. Notice of Unpaid Assessments.~~ The Association shall at the request of a mortgagee of a dwelling unit, report any unpaid assessments due from a homeowner.

IN WITNESS WHEREOF, the Association, a non-profit Arizona Corporation, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signature of its duly authorized officer this _____ day of _____, 1997.

note: →

The Foothills Townhomes Association, Inc.

By: _____

The undersigned President of Viewpointe II Townhomes Association, Inc., an Arizona nonprofit corporation does hereby certify that the foregoing Bylaws were approved by a vote of Members holding

1 at least seventy-five percent (75%) of the total votes in the Association at a duly held meeting of the
2 members/by written ballot on the _____ day of _____, 2022.

3
4 Viewpointe II Townhomes Association, Inc.

5
6 By: _____

7 Its: President
8

9 ATTEST:

10 _____
11

12 By: _____

13 Its: Secretary
14