

**REVISED BYLAWS, Dated January 17<sup>th</sup>, 2013**  
**OF**  
**GREENVIEW HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is GREENVIEW HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Sun City West, Maricopa County, Arizona, but meetings of members and directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board of Management.

**ARTICLE II**

**DEFINITIONS**

- SECTION 1.** "Association" shall mean and refer to GREENVIEW HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- SECTION 2.** "Common Property" shall mean all real property owned by the Association as provided in the Declaration.
- SECTION 3.** "Declarant" shall mean and refer to FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation as Trustee, and its successors as fully set forth in the Declaration.
- SECTION 4.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties (Declaration) recorded in the office of the Recorder of Maricopa County, Arizona, at Book 304, Page 23.
- SECTION 5.** "Developer and Builder" shall be synonymous with and shall mean and refer to DEL E. WEBB DEVELOPMENT CO., L.P., a Delaware limited partnership, and its successors and assigns.
- SECTION 6.** "Dwelling Unit" shall mean and refer to one-half (1/2) of a duplex constructed by the Developer upon a lot within the Properties.
- SECTION 7.** "Lot" shall mean and refer to the numbered lot shown upon a recorded subdivision map of the Properties, together with the dwelling constructed thereon, as recorded at Book 304 of Maps at Page 23, records of Maricopa County, Arizona.
- SECTION 8.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.
- SECTION 9.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Lots where the fee simple title is vested, of record, in a trustee pursuant to a deed of trust shall be considered as having legal title vested in the trustor.
- SECTION 10.** "PORA" shall mean and refer to SUN CITY WEST PROPERTY OWNERS AND RESIDENTS ASSOCIATION, INC., an Arizona non-profit corporation, its successors and assigns.
- SECTION 11.** "Properties" shall mean and refer to that certain real property described in the Declaration.
- SECTION 12.** "Rec Centers" shall mean and refer to RECREATION CENTERS OF SUN CITY WEST, INC., an Arizona non-profit corporation, its successors and assigns.

## ARTICLE III

### MEMBERS

**SECTION 1. *Members.*** Membership in the Corporation shall be limited as set forth in the Declaration and the Articles.

**SECTION 2. *Meetings.*** Meetings of the Members shall be held at a convenient place within the State of Arizona as may be designated by the Board of Directors. Annual Meetings of the members shall be held during the month of January each year, such date, time and place as shall be determined by the Board of Directors. Special meetings of the Members may be called by the President, a majority of the members of the Board of Management or by Members having at least one-tenth of the Eligible Votes. The close of business on the thirtieth (30th) day before delivery of the demand or demands for a special meeting shall be the record date for the purpose of determining whether the demand for the special meeting has been signed by Members having at least one-tenth (1/10th) of the Eligible Votes.

**SECTION 3. *Voting.*** The voting rights of the Members shall be as provided in the Declaration. Votes allocated to property owners may not be cast pursuant to a proxy. The Corporation shall provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. Notwithstanding *Section 10-3708 of the Arizona Revised Statutes* or any other provision of the Declaration, the Articles or these Bylaws, any action taken at an annual, regular or special meeting of the Members shall comply with all of the following if absentee ballots are used: (a) the absentee ballot shall set forth each proposed action; (b) the absentee ballot shall provide an opportunity to vote for or against each proposed action; (c) 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; (d) the absentee ballot specifies the time and date by which the ballot must be delivered to the Board of Directors in order to be counted, which shall be at least seven days after the date that the Board of Directors delivers the un-voted absentee ballot to the Member; and (e) the absentee ballot does not authorize another person to cast votes on behalf of the Member. Votes cast by absentee ballot or other forms of delivery are valid for the purpose of establishing a quorum.

**SECTION 4. *Notice.*** Notice of all meetings of the Members stating the time and place of the meeting shall be given by the President, Vice-President, Secretary or our Management Company unless notice is waived in writing. Such notice must be in writing and must be communicated to each Member in person, by telephone, fax, email or other form of wireless communication, or by mail or private carrier not less than 10 days nor more than 50 days prior to the date of the meeting. Notice of meetings may be waived before, during or after the meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose for which the meeting is called. No business shall be transacted at a special meeting, except as stated in the notice. A Member's attendance at a meeting waives objection to the lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting and transacting business at the meeting.

**SECTION 5. *Quorum.*** The presence at the meeting in person or by ballot of fifty one percent (51%) of the votes of membership entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

## ARTICLE IV

### BOARD OF MANAGEMENT: SELECTION: TERMS OF OFFICE

**SECTION 1. *Number of Board Members.*** The affairs of the Association shall be managed by a Board of Managers consisting of seven (7) people who are members of the Association. If a management firm is hired the Board shall consist of (3) three or more members.

**SECTION 2. *Term[s] of Office.*** The initial Board of Managers shall be assigned terms of three (3) members to serve for three (3) years, two (2) members to serve for two (2) years, and two (2) members to serve for one (1) year. At subsequent elections of Board

Members, the outgoing members shall be replaced by either two (2) or three (3) newly elected members, as required, each to serve for three (3) years.

**SECTION 3.       *Removal.*** Any Board Member may be removed from the Board, with or without cause, by a majority vote of the total votes of membership of the Association. In the event of death, resignation, or removal of a Board Member, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

**SECTION 4.       *Compensation.*** No Board Member shall receive compensation for any service he or she may render to the Association. However, any Board Member may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**SECTION 5.       *Action Taken Without a Meeting.*** The Board Members shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of a majority of the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## ARTICLE V

### NOMINATION AND ELECTION OF BOARD OF MANAGEMENT

**SECTION 1.       *Nomination.*** Nomination for election to the Board of Management shall be made by an Ad Hoc Nominating Committee. The Committee, a minimum of three (3) Association members, shall be appointed by the Board of Management at least six (6) weeks prior to the Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Management as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

**SECTION 2.       *Election.*** Election to the Board of Management shall be by written ballot. At such election the members or ballots may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF THE BOARD OF MANAGEMENT

**SECTION 1.       *Regular Meetings.*** Meetings of the Board of Management shall be held at the discretion of the Board of Management, but at least twice annually, at such place and hour as may be fixed from time to time by resolution of the Board. At least four (4) days' notice of each meeting shall be given, and shall be communicated to the members. The minutes of January's Annual meeting will be approved at the next regular meeting of Board.

**SECTION 2.       *Special Meetings.*** Special meetings of the Board of Management shall be held when called by the President of the Association, or by any two (2) Board Members, after not less than three (3) days' notice to each Board Member. Any person entitled to such notice may waive such notice at any time. Notice of any special meeting shall be posted or otherwise communicated to the members.

**SECTION 3.       *Quorum.*** A majority of the Members of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board present, at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

**SECTION 4.       *Open Meetings.*** Regular and special meetings of the Board of Management shall be open to all members of the Association provided, however, that Association members who are not of the Board of Management may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board of Management. The Board of Management may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene an executive session to discuss and vote upon personal matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in an executive session shall be first announced in open session.

**SECTION 5.      *Order and Conduct of Annual Meetings.*** Meetings shall be conducted by parliamentary procedure as guided by Robert's Rules of Order, Revised Edition. The order of business shall be as follows:

1. Roll call and establishment of a quorum
2. Read and approve the minutes of the previous meeting
3. Committee reports
4. Treasurer's report and proposed new budget
5. Old business
6. New business
7. Election of new Board Members

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF MANAGEMENT**

**SECTION 1.      *Powers.*** The Board of Management shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- c. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association, and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including but not limited to enforcement of restrictions contained therein;
- d. Declare the office of a member of the Board of Management to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Management;
- e. Employ a manager, an independent contractor, or such other employees as they deem necessary for a term not to exceed one (1) year, and to prescribe their duties;
- f. Pay all taxes and/or assessments which are, or could become a lien on the Common Property or a portion thereof; and contract for casualty, liability and other insurance on behalf of the Association; and delegate its powers to committees, officers, or employees of the Association as may be expressly authorized by these Bylaws, the Declaration of Restrictions, or Articles of Incorporation; and prepare budgets and financial statements for the Association; and enter upon any privately owned lot or unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Property or the membership.
- g. The Board shall approve or disapprove the Treasurer's recommendations for investment of Association reserve funds.

**SECTION 2.      *Duties.*** It shall be the duty of the Board of Management to:

- a. Cause to be kept a complete record of all of its acts and corporate affairs, and to present a written statement thereof to the members at the Annual Meeting of the members, at which a quorum is present;
- b. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- c. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
- d. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- e. Collect and enforce payment by any lawful means, all charges and assessments of the Association pursuant to the terms of the Declaration.
- f. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- g. Procure and maintain adequate liability and hazard insurance on property owned by and activities of the Association;
- h. Cause the officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- i. Cause the Common Property to be maintained;

- j. Include in the monthly assessment reserve funds to provide for the exterior painting of the dwellings, ***replenishment of the common area rock***, and the maintenance and replacement of roofs, except the six (6) dwelling units with tile roofs shall be excluded from roof maintenance and replacement by the Association. This roof assessment shall be excluded from the monthly dues of the units located at 13602, 13606, 13610, 13614, 13620, and 13624 Greenview Drive.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

**SECTION 1. Enumeration of Officers.** The officers of this Association shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

**SECTION 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Management following each Annual Meeting of the members.

**SECTION 3. Term.** The Officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**SECTION 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**SECTION 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**SECTION 8. Duties.** The duties of the officers are as follows:

- a. **The President** shall preside at all meetings of the Board of Management; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments.
- b. **The Vice President** shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. **The Secretary** shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.
- d. **The Treasurer** shall direct the receipt and deposit in appropriate bank accounts all moneys of the Association, and shall disburse such funds as directed by resolution of the Board of Management; see that proper books of account are kept; and shall supervise the preparation of an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and, deliver a copy of each to the members.

## **ARTICLE IX**

### **COMMITTEES**

**SECTION 1. General.** The Board of Management shall appoint a Nominating Committee, and other committees as deemed appropriate in carrying out its purpose, as provided in these Bylaws. (See Article V, Section 1).

**SECTION 2. Architectural and Landscape Control Committee.** The composition of the Architectural Control & Landscape Committee shall be as set forth in the Declaration, and shall be appointed annually by the Board of Management following each annual meeting of the Board.

## **ARTICLE X**

### **INDEMNIFICATION**

Every officer or director of the Association may be indemnified by the Association against all expenses, liabilities, and penalties, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party or in which he may become involved by reason of any acts or omissions alleged to have been committed by him while acting within the scope of his/her responsibility as a director or officer of the Association, including any settlement thereof, provided that the Board of Management determines that such person acted in good faith and did not act, fail to act or refuse to act willfully with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action or proceeding.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member or officer of the Association or was serving at the request of the Association as a Board member or officer against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have had the power to indemnify him against such liability under this Article.

The right of indemnification herein above provided shall not be exclusive of any rights to which any Board Member or officer of the Association may otherwise be entitled by law.

## **ARTICLE XI**

### **BOOKS AND RECORDS**

The membership register, books of account, and minutes of the meetings of the members of the Board of Management and of committees of the Board of Management of the Association shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Property as the Board of Management shall prescribe. The Board of Management shall establish reasonable rules with respect to prior notice to be given to the Custodian of Records, the hours and days of the week when any inspection may be made, and the payment of the cost of reproducing copies of documents requested by a member. Every Board Member shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association.

## **ARTICLE XII**

### **ASSESSMENTS**

As more fully provided in the Declaration, each owner is obligated to pay the Association Assessments. If an Assessment is not paid within ten days after its due date, the Homeowner shall be notified in writing of the delinquency. Each such Assessment shall have added to it a late charge equal to 5% of the amount of the Assessment and shall thereafter bear interest at the Default Rate of 12% per annum until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Member shall also be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action or arbitration proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment or award rendered thereon.

### **ARTICLE XIII**

#### **CORPORATE SEAL**

The Association shall have a seal bearing the name of the Association.

### **ARTICLE XIV**

#### **AMENDMENTS**

**SECTION 1.** These Bylaws may be amended, at a regular or special meeting of the members, by casting the majority of the votes of the membership present at a quorum of members present in person or by ballot.

**SECTION 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### **ARTICLE XV**

#### **MISCELLANEOUS**

The fiscal year of the Association shall begin the first day of January and end on the last day of December of every year.

### **ARTICLE XVI**

Rules and Regulations deleted from the Bylaws and a new document of Rules and Regulation created.

This revision supersedes and replaces the following document:

**BYLAWS OF GREENVIEW HOMEOWNERS ASSOCIATION, INC. Dated the 25<sup>th</sup> day of March 2010.**

Certification of Approval:

Greenview HOA, Burt Turney, President

Greenview HOA, Pat Baltins, Secretary