

AMENDED AND RESTATED BYLAWS

OF

GREEN VALLEY FOOTHILLS TOWNHOUSES, INC.

an Arizona non-profit corporation

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1 **ARTICLE I**
2 **INTRODUCTION**

3 **1.1 Amendment and Restatement of Bylaws.** Green Valley Foothills Townhouses,
4 Inc., an Arizona nonprofit corporation (the “Association”), hereby amends and restates in their
5 entirety all previous Bylaws of the Association. However, prior acts and actions taken in
6 accordance with prior Bylaws are hereby validated and saved following adoption of these
7 Amended and Restated Bylaws (these “Bylaws”).

8 **1.2 Deed Restrictions.** The use of the property known as Green Valley Townhouses
9 IV, which is legally described in the Deed Restrictions, for the benefit of the Members is
10 governed by that certain Amended and Restated Deed Restrictions, recorded on 07/14/2016
11 13:26:29, at Sequence #20161960445, office of the Pima County Recorder (the “Deed
12 Restrictions”). All references to the Deed Restrictions shall include any amendments.

13 **1.3 Governing Documents.** The term “Governing Documents” shall refer to the
14 Deed Restrictions, the Articles, the Bylaws and the Rules.

15 **ARTICLE II**
16 **NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

17 **2.1 Name.** The name of the corporation is Green Valley Foothills Townhouses, Inc.
18 (the “Association”).

19 **2.2 Principal Office.** The principal office of the Association shall be located in Green
20 Valley, Pima County, Arizona.

21 **2.3 Definitions.** The words used in these Bylaws shall be given their normal,
22 commonly understood definitions. Capitalized terms shall have the same meaning as set forth
23 in the Deed Restrictions, unless the context indicates otherwise.

24 **ARTICLE III**
25 **ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING**

26 **3.1 Membership.**

27 **3.1.1 Eligibility.** Each Owner of a Lot shall be a Member of the Association as
28 more fully set forth in the Deed Restrictions, the terms of which that pertain to
29 Membership are incorporated by this reference.

1 **3.1.2 Rights**. The rights of Membership shall be to vote (in accordance with
2 this Article III), to hold office, and to enjoy or benefit from the Common Areas,
3 subject to the Governing Documents.

4 **3.1.3 Suspension of Rights**. The voting rights of any Owner are suspended for
5 any period in which the Assessment against his/her Lot remains unpaid. Such
6 Owner is not a Member in Good Standing.

7 **3.2 Place of Meetings**. Meetings of the Association shall be held at a suitable place
8 as the Board may designate, provided such place is as convenient and practical for the
9 Members as possible.

10 **3.3 Annual Meetings**. The Members shall meet at least annually with such annual
11 meeting to be held in February of each year on a date and at a time set by the Board.

12 **3.4 Special Meetings**. The President may call special meetings of the Members. In
13 addition, it shall be the duty of the President to call a special meeting if so directed by
14 resolution of the Board or upon a written petition signed by at least **ten percent (10%)** of the
15 Members eligible to vote in the Association. The petition shall state the purpose(s) of the
16 proposed meeting, and the business transacted at the special meeting shall be confined to the
17 purpose(s) stated in the petition. The close of business on the day before delivery of the
18 petition for a special meeting shall be the record date for the purpose of determining whether
19 the demand for the special meeting has been signed by at least **ten percent (10%)** of the
20 Members eligible to vote in the Association.

21 **3.5 Notice of Meetings**. A notice stating the place, day, and hour of any meeting of
22 the Members shall be delivered, either personally or by first class mail or as otherwise provided
23 by A.R.S. §33-1804, to each Member entitled to vote at such meeting, not less than **twenty (20)**
24 nor more than **fifty (50)** days before the date of such meeting, by or at the direction of the
25 President or the Secretary or the officers or persons calling the meeting.

26 In the case of a special meeting or when otherwise required by statute or these Bylaws,
27 the purpose(s) for which the meeting is called shall be stated in the notice. No business shall be
28 transacted at a special meeting except as stated in the notice.

29 Any notice required by these Bylaws will be effective and deemed to be delivered upon
30 receipt when delivered personally; three (3) days after deposit in the United States Postal
31 Service when mailed; one (1) business day after pick-up by the courier service when sent by
32 overnight courier, properly addressed and prepaid; and on the business day after the date of
33 the sender's electronic confirmation or receipt when sent by facsimile transmission. If sent by

1 electronic mail, the notice shall be deemed delivered when sent to the intended recipient's
2 electronic mail address and not returned to sender as "undeliverable" through the electronic
3 mail server.

4 Notices will be sent to the addresses, facsimile numbers or electronic mail addresses
5 last appearing on the records of the Association.

6 **3.6 Waiver of Notice.** Waiver of notice of a meeting of the Members shall be
7 deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any
8 meeting of the Members, either before or after such meeting. Attendance at a meeting by a
9 Member shall be deemed waiver by such Member of notice of the time, date, and place
10 thereof, unless such Member specifically objects to lack of proper notice at the time the
11 meeting is called to order. Attendance at a special meeting also shall be deemed waiver of
12 notice of all business transacted at such meeting unless an objection on the basis of lack of
13 proper notice is raised before the business is put to a vote.

14 **3.7 Voting Rights.** The voting rights of the Members shall be as set forth in the Deed
15 Restrictions and in these Bylaws. No change in Membership shall be effective for voting
16 purposes until the Board receives written notice of such change. Owners are entitled to one
17 vote for each Lot owned. There is only one vote for each Lot, whether owned by one or more
18 Persons. The vote for each Lot must be cast as a single vote. Fractional votes shall not be
19 allowed. In the event that a Lot is owned by more than one Person and such Owners are
20 unable to agree as to how their vote or votes shall be cast, they shall not be entitled to vote on
21 the matter in question. If any Owner casts a vote representing a certain Lot, he/she will be
22 conclusively presumed to be acting with the authority and consent of all other Owners of the
23 same Lot unless written objection is made to the Board at or prior to the time the vote is cast.
24 In the event that more than one Person casts or attempts to cast a vote for a particular Lot, all
25 such votes shall be deemed void.

26 **3.8 Voting Procedures.**

27 **3.8.1 Proxies.** Members may not vote by proxy, but only in person or by
28 absentee or written ballot as provided in this **Section 3.8.**

29 **3.8.2 Voting at Meetings.** The Association shall provide for votes to be cast in
30 person and by absentee ballot and, in addition, the Association may provide for
31 voting by some other form of delivery, including the use of e-mail and fax
32 delivery. When absentee ballots or ballots provided by some other form of
33 delivery are used, the following procedure shall apply:

1 (B) The number of approvals equals or exceeds the number
2 of votes that would be required to approve the matter at
3 a meeting.

4 **3.8.3.3** All solicitations for votes by written ballot shall:

5 (A) Indicate the number of responses needed to meet the
6 quorum requirements.

7 (B) State the percentage of approvals necessary to approve
8 each matter other than election of Directors.

9 (C) Specify the time by which a ballot must be delivered to
10 the Association in order to be counted, which time shall
11 not be less than **ten (10)** days after the date that the
12 Association delivers the ballot.

13 **3.8.3.4** The determination of eligibility and tabulation of votes shall
14 proceed under the supervision of the Nominating and Election
15 Committee as hereinafter provided.

16 **3.8.4** Voting shall proceed under supervision of the Nominating and Election
17 Committee.

18 **3.8.4.1** The Nominating and Election Committee shall be in
19 attendance at all times during voting tabulation and during check-in at
20 any meeting of Members, and the Committee designee(s) shall verify
21 whether a Member is eligible to vote; and shall issue all of the official
22 ballots. In addition, some or all of the Committee members shall witness
23 the placing of the ballots into the ballot box at the meeting and the
24 opening of absentee or written ballots.

25 **3.8.4.2** The ballots shall remain sealed until the voting is closed, at
26 which time they shall be opened and the votes tabulated.

27 **3.8.4.3** Upon completion of the tabulation of ballots, the results shall
28 be certified to the Board of Directors by the Nominating and Election
29 Committee and announced to the Membership either at a meeting or, if
30 written ballots are used in the absence of a meeting, by written
31 notification to the Members.

1 **4.3.1** Nominations for election to the Board may also be made by a Nominating
2 and Election Committee. The Nominating and Election Committee shall be
3 appointed and governed as set forth in **Article VII** hereof.

4 **4.3.2** Each candidate shall be given a reasonable, uniform opportunity by the
5 Board of Directors to communicate his or her qualifications to the Members and
6 to solicit votes.

7 **4.4** **Election Procedures.** Each Member may vote by secret ballot for each position
8 to be filled from the slate of candidates for the election. There shall be no cumulative voting
9 and there shall be a space on the ballot for a write-in vote for each open position on the Board.
10 The number of candidates equal to the number of positions to be filled receiving the greatest
11 number of votes shall be elected.

12 **4.5** **Term of Office.** Notwithstanding any other provisions of these Bylaws, each
13 elected Director shall serve for a term of **two (2)** years. The terms of the Directors shall be
14 staggered. Upon the expiration of the term of office of each Director, the Members in Good
15 Standing shall elect a successor. Directors shall hold office until their respective successors
16 have been elected and qualified. If there is a possibility of no staggered terms in any election
17 year, the Board may adopt reasonable rules and regulations governing the Nominating and
18 Election Committee's procedures for the upcoming election, including a modification of terms
19 for some of the newly-elected Directors so that staggered terms will be restored.

20 **4.6** **Removal of Directors and Vacancies.**

21 **4.6.1** The Members, by a majority vote of Members entitled to vote and voting
22 on the matter at a meeting of the Members called pursuant to these Bylaws, at
23 which a quorum is present, may remove any Director from the Board with or
24 without cause. For purposes of calling for removal of a Director by the
25 Members, the following apply:

26 **4.6.1.1** On receipt of a petition that calls for removal of a Director and
27 that is signed by the Members entitled to cast at least **twenty-five**
28 **percent (25%)** of the votes in the Association, the Board shall call and
29 provide written notice of a special meeting of the Association as
30 prescribed by these Bylaws. A Person is eligible to sign the petition if
31 he/she is eligible to vote in the Association at the time of signing.

32 **4.6.1.2** The special meeting shall be called, noticed and held within
33 **thirty (30)** days after the Board's receipt of the petition. A quorum is

1 present if **twenty percent (20%)** of the Members who are eligible to vote
2 in the Association as of the date of the meeting are present in person or
3 by absentee ballot.

4 **4.6.1.3** If a civil action is filed regarding the removal of a Director, the
5 prevailing party in the civil action shall be awarded its reasonable
6 attorney fees and costs.

7 **4.6.1.4** The Board shall retain all documents and other records
8 relating to the proposed removal of any Director for at least **one (1)** year
9 after the date of the special meeting and shall permit Members to
10 inspect those documents and records pursuant to these Bylaws and
11 applicable law.

12 **4.6.1.5** A petition that calls for the removal of the same Director shall
13 not be submitted more than once during each term of office for that
14 Director.

15 **4.6.2** If fewer than all of the Directors are removed, the remaining Directors
16 shall appoint a successor to fill each vacancy for the remainder of the term. If all
17 of the Directors are removed, the Nominating and Election Committee shall
18 organize an election to replace the removed Directors, who shall remain in office
19 (but shall take no action other than to maintain the day-to-day operations of the
20 Association) until the replacement Directors are elected and qualified.

21 **4.6.3** Any Director who has **three (3)** consecutive unexcused absences from
22 Board meetings, or is more than **ninety (90)** days delinquent (or is the
23 representative of a Member who is delinquent) in the payment of any
24 assessment or other charge due the Association, without being excused by the
25 President for good cause, shall be deemed to have resigned from office and the
26 Board may appoint a successor to fill the vacancy for the remainder of the term.

27 **4.6.4** In the event of the death, disability, or resignation of a Director, the
28 Board may declare a vacancy and appoint a successor to fill the vacancy until the
29 next annual meeting, at which time the Members entitled to fill such
30 Directorship may elect a successor for the remainder of the term. The Board
31 shall act to fill any vacancy within a period of **sixty (60)** days after the vacancy
32 arises unless the annual election will take place within **ninety (90)** days of the
33 vacancy occurring.

1 **4.6.5** Any Director who the Board appoints shall be selected from among
2 Members.

3 **4.7 Board Meetings.**

4 **4.7.1 Organizational Meetings.** The first meeting of the Board following each
5 annual meeting of the Membership shall be held within **ten (10)** days thereafter at such time
6 and place as the Board shall fix.

7 **4.7.2 Regular Meetings.** Regular meetings of the Board may be held at such
8 time and place, within the State, as a majority of the Directors shall determine, but at least **four**
9 **(4)** such meetings shall be held during each fiscal year.

10 **4.7.3 Special Meetings.** Special meetings of the Board shall be held when
11 called by written notice signed by the President or Vice President or by any **two (2)** Directors
12 after **three (3)** days' notice to each director unless emergency circumstances require shorter
13 notice.

14 **4.8 Notice of Meetings.** Notice of meetings of the Board of Directors shall specify
15 the time and place of the meeting and, in the case of a special meeting, the nature of any
16 special business to be considered. The notice shall be given to each Director by: (A) personal
17 delivery; (B) first class mail, postage prepaid; (C) telephone communication, either directly to
18 the Director or to a person at the Director's office or home who would reasonably be expected
19 to communicate such notice promptly to the Director; (D) electronic mail with confirmation of
20 the transmission or (E) facsimile (fax) with confirmation of transmission. All such notices shall
21 be given at the Director's telephone number or sent to the Director's address as shown on the
22 records of the Association. Notices sent by first class mail shall be deposited into a United
23 States mailbox at least **four (4)** business days before the time set for the meeting. Notices
24 given by personal delivery, telephone, electronic mail or facsimile shall be delivered,
25 telephoned or transmitted by telephone at least **seventy-two (72)** hours before the time set for
26 the meeting. Notice of Board meetings shall also be given to the Members in accordance with
27 applicable State law.¹

28 **4.9 Waiver of Notice.** Waiver of notice of a meeting of the Board of Directors shall
29 be deemed the equivalent of proper notice. Any Board member may, in writing, waive notice

¹ As of the date of these Bylaws, A.R.S. §33-1804 requires **forty-eight (48)** hours advance notice to members of meetings of the Board by newsletter, conspicuous posting or any other reasonable means as determined by the Board.

1 of any meeting of the Board, either before or after such meeting. Attendance at a meeting by a
2 Director shall be deemed waiver by such Director of notice of the time, date, and place thereof,
3 unless such Director specifically objects to lack of proper notice at the time the meeting is
4 called to order. Attendance at a special meeting also shall be deemed waiver of notice of all
5 business transacted at such meeting unless an objection on the basis of lack of proper notice is
6 raised before the business is put to a vote.

7 **4.10 Telephonic Participation in Meetings.** Members of the Board or any committee
8 designated by the Board may participate in a meeting of the Board or committee by means of
9 conference telephone or similar communications equipment, so that all persons participating in
10 the meeting can hear each other. Participation in a meeting pursuant to this Section shall
11 constitute presence in person at such meeting.

12 **4.11 Quorum of Board of Directors.** At all meetings of the Board, a majority of the
13 Directors shall constitute a quorum for the transaction of business, and the affirmative vote of a
14 majority of the Directors present at a meeting at which a quorum is present shall constitute the
15 decision of the Board, unless otherwise specifically provided in these Bylaws or the Deed
16 Restrictions. If any meeting of the Board cannot be held because a quorum is not present, a
17 majority of the Directors present at such meeting may adjourn the meeting to a time not less
18 than **five (5)** nor more than **thirty (30)** days from the date of the original meeting. At the
19 reconvened meeting, if a quorum is present, any business which might have been transacted at
20 the meeting originally called may be transacted without further notice.

21 **4.12 Compensation.** Directors shall not receive any compensation from the
22 Association for acting as such. Any Director may be reimbursed for expenses incurred on behalf
23 of the Association. Nothing herein shall prohibit the Association from compensating a Director,
24 or any entity with which a Director is affiliated, for services or supplies furnished to the
25 Association in a capacity other than as a Director, pursuant to a contract or agreement with the
26 Association, provided that such Director's interest was made known to the Board prior to
27 entering into such contract and such contract was approved by a majority of the Board of
28 Directors, excluding the interested Director.

29 **4.13 Conduct and Organization of Meetings.** Each meeting will be called to order and
30 thereafter chaired by the President of the Association acting as the Chairperson of the Board of
31 Directors. The Association's Secretary will act as Secretary of each meeting; in his/her absence,
32 the chairperson of the meeting may appoint any person to act as Secretary. The Secretary shall
33 keep a minute book of Board meetings, recording all Board resolutions and all transactions and
34 proceedings occurring at such meetings.

1 As long as there is no showing of bad faith on his/her part, the Chairperson of a meeting
2 will, among other things, have absolute authority to determine the order of business to be
3 conducted at such meeting and to establish reasonable rules for expediting the business of the
4 meeting (including any informal, or question and answer portions thereof).

5 **4.14 Open Meetings.** Subject to the provisions of **Section 4.15**, all meetings of the
6 Board shall be open to all Members as required under A.R.S. §33-1804(A) or any successor
7 statute. Presentation of one or more issues by any Member for consideration by the Board at
8 any meeting shall be submitted to the President or Secretary in writing at least **ten (10)** days in
9 advance of the Board meeting in order for the issue(s) to be included among agenda items for
10 such meeting.

11 **4.15 Closed Meetings.** The Board of Directors may have a closed meeting (or a closed
12 portion of a meeting) only if it will be considering any of the following:

- 13 a) legal advice from an attorney for the Board or the Association;
- 14 b) pending or contemplated litigation;
- 15 c) personal, health, or financial information about an employee of the Association, an
16 employee of a contractor, or an individual Association member;
- 17 d) employment information (including compensation, job performance, health, and
18 specific complaints) for an Association employee or an employee of a contractor of
19 the Association who works under the direction of the Association.
- 20 e) a Member’s appeal of any violation cited or penalty imposed by the Association
21 except on request of the affected Member that the meeting be held in open session.
22

23 **4.16 Action without a Meeting.** Any action that may be taken or is to be taken at a
24 meeting of the Directors may be taken without a meeting if a consent in writing, setting forth
25 the action so taken, is signed by all of the Directors, and such consent shall have the same force
26 and effect as a unanimous vote. Such consents may be submitted via e-mail or fax, and signed
27 in counterparts. Such consents shall be announced at and filed with the minutes of the next
28 Board meeting. Action without a meeting may be taken only when it is not possible to
29 assemble a quorum for a meeting or Board action is required for immediate Association
30 business.

31 **4.17 Emergency Action.** In the case of an emergency necessitating an immediate
32 decision and action by the Board is required and a quorum of the Board cannot be convened,

1 those Directors who are physically present in the Association area shall be empowered to
2 render an interim decision for the protection and well-being of the Members. A written
3 summary of the interim decision(s) will be entered into the Association’s records and shall be
4 signed by all the Directors involved in the interim decision.

5 **ARTICLE V**
6 **POWERS AND DUTIES OF BOARD OF DIRECTORS**

7 **5.1 General Powers and Duties.** The Board of Directors shall have all of the powers
8 and duties necessary for the administration of the Association’s affairs and for performing all
9 responsibilities and exercising all rights of the Association as set forth in the Deed Restrictions,
10 these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all
11 acts and things which the Deed Restrictions, Articles, these Bylaws, or State laws do not
12 prohibit or direct to be done and exercised exclusively by the membership generally.

13 **5.2 Powers of the Board.** The powers of the Board include but are not limited to the
14 following:

15 **5.2.1** Hold and administer the assets and direct, control, manage and supervise
16 the business and affairs of the Association;

17
18 **5.2.2** Enforce all applicable provisions of the Governing Documents;

19
20 **5.2.3** Make and publish architectural and design standards, and rules and
21 regulations within the authority set forth in the Articles of Incorporation, these
22 Bylaws, and the Deed Restrictions, and to establish penalties (including but not
23 necessarily limited to fines and/or suspension of voting privileges) for the
24 infraction thereof. There shall be copies of the complete architectural and
25 design standards, and rules and regulations available for purchase or inspection
26 by any Member of the Association upon request;

27
28 **5.2.4** Employ or terminate the services of any independent contractor, a
29 managing agent or such other personnel and employees as the Board deems
30 necessary, and to prescribe their duties;

31
32 **5.2.5** As more fully provided in these Bylaws and the Deed Restrictions to:

33
34 **(A)** Establish and collect Assessments from each Member.

- 1 **(B)** Perfect and foreclose a lien against any property for which
2 Assessments are not paid, or to bring an action at law against the
3 Member personally obligated to pay the same.
- 4 **(C)** Pay any taxes and assessments which are, or could become, a lien
5 on the property owned by the Association.
- 6 **(D)** Contract for goods and/or services for the maintenance of
7 property for which the Association is responsible.
- 8 **(E)** When permitted by law, represent the Association before any and
9 all governmental or quasi-governmental agencies, offices, groups
10 or bodies in conjunction with any matters bearing upon or
11 affecting the quality of life and property values of the
12 Association's Members, including but not necessarily limited to
13 all planning and zoning, fire protection, street lighting, public
14 utility and similar regulatory agencies.
- 15 **(F)** Grant and convey easements, licenses or rights-of-way in
16 accordance with the terms of the Deed Restrictions.
- 17 **(G)** Borrow money for maintenance or improvement of
18 property owned by the Association, and to mortgage or pledge
19 any or all of the Association's real or personal property as security
20 for money borrowed or debts incurred; provided that the loan is
21 approved by a majority of the Members who are voting at an
22 Association meeting (in person or by absentee ballot) or by
23 written ballot.

24 **5.3 Duties of the Board.** The duties of the Board shall include, without limitation:

25 **5.3.1** Preparing and adopting, in accordance with the Deed Restrictions, an
26 annual budget establishing each Owner's Assessment for his/her share of the
27 common expenses, which budget shall include, but not necessarily be limited to,
28 the estimated revenue and expenses and the annual cash reserves available for
29 replacement and major repairs of the Association's facilities;

30 **5.3.2** Levying and collecting such Assessments from the Owners;

31 **5.3.3** Complying with applicable state law with respect to periodic audit,
32 review or compilation of the Association's financial records, at the discretion of

1 the Board, provided that if the services of a certified public accountant are
2 retained, he or she shall be appointed by the Board and paid by the Association;

3 **5.3.4** Providing for the operation, care, upkeep, and maintenance of Common
4 Areas;

5 **5.3.5** Designating, hiring, and dismissing the personnel necessary to carry out
6 the rights and responsibilities of the Association and where appropriate,
7 providing for the compensation of such personnel and for the purchase of
8 equipment, supplies, and materials to be used by such personnel in the
9 performance of their duties;

10 **5.3.6** Supervising all officers, agents and employees of the Association and
11 ensuring that their duties are properly performed;

12 **5.3.7** Depositing all funds received on behalf of the Association in a bank
13 depository which it shall approve, and using such funds to operate the
14 Association; provided, any reserve funds may be deposited, in the Directors' best
15 business judgment, in depositories other than banks;

16 **5.3.8** Opening of bank accounts on behalf of the Association and designating
17 the signatories required;

18 **5.3.9** Making or contracting for the making of repairs, additions, and
19 improvements to or alterations of the Common Area in accordance with the
20 Deed Restrictions and these Bylaws, including borrowing money on behalf of the
21 Association when required for Common Area repairs or improvements;

22 **5.3.10** Enforcing by legal means the provisions of the Governing Documents and
23 bringing any proceedings which may be instituted on behalf of or against the
24 Owners concerning the Association; provided, the Association shall not be
25 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
27 construed as, inconsistent with applicable law, or in any case in which the Board
28 reasonably determines that the Association's position is not strong enough to
29 justify taking enforcement action;

30 **5.3.11** Obtaining, maintaining and carrying property and liability insurance and
31 fidelity bonds, as provided in the Deed Restrictions, and, in the discretion of the
32 Board, errors and omissions insurance on behalf of the Association's Officers and

1 Directors, paying the cost of all such insurance and/or fidelity bonds, and filing
2 and adjusting claims, as appropriate;

3 **5.3.12** Paying the cost of all services rendered to the Association;

4 **5.3.13** Keeping books with detailed accounts of the receipts and expenditures of
5 the Association;

6 **5.3.14** Making available to any prospective purchaser of a Lot, any Owner, and
7 the holders, insurers, and guarantors of any Mortgage on any Unit, current
8 copies of the Deed Restrictions, the Articles of Incorporation, the Bylaws, rules
9 and all other books, records, and financial statements of the Association as
10 provided in Section 9.3 hereof;

11 **5.3.15** Permitting utility suppliers to use portions of the Common Area
12 reasonably necessary to the ongoing development or operation of the
13 Properties; and

14 **5.3.16** Performing any other duties or functions which are required in the
15 Governing Documents or applicable law.

16 **5.4** **Management.** The Board may employ for the Association a professional
17 management agent(s) at such compensation as the Board may establish to perform such duties
18 and services as the Board shall authorize. However, before the Board may hire a professional
19 management agent, approval must be given by a majority of the Members who are voting at
20 an Association meeting (in person or by absentee ballot) or by written ballot.

21 Any Management Agreement hereunder shall have a maximum term of **three (3)** years
22 and shall provide for termination by either party thereto, with or without cause and without
23 payment of a termination fee, upon **thirty (30)** days' prior written notice.

24 **ARTICLE VI**
25 **OFFICERS**

26 **6.1** **Officers.** The officers of the Association shall be a President, Vice President,
27 Secretary, and Treasurer. The President, Vice President, and Secretary shall be elected from
28 among the members of the Board; other officers may, but need not be members of the Board.
29 The Board may appoint such other officers, including one or more Assistant Secretaries and one
30 or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority
31 and perform such duties as the Board prescribes. Any **two (2)** or more offices may be held by
32 the same person, except the offices of President and Secretary.

1 **6.1.1 President.** The President shall preside at and conduct all meetings of the
2 Board and the Members. The President shall see that orders and resolutions of
3 the Board are carried out; shall sign on behalf of the Association all leases,
4 mortgages, deeds and other written instruments and agreements necessary to
5 the Association’s business; and shall co-sign all promissory notes. The President
6 shall represent the Association, either in person or by a designated member of
7 the Board, at all meetings of the Green Valley Council (GVC) and report all
8 substantive issues considered at those meetings to the Board. The President
9 shall perform such other services as the Board of Directors may designate.

10 **6.1.2 Vice President.** The Vice President has such powers and performs such
11 duties as the President or the Board may from time-to-time prescribe and shall
12 perform such other duties as may be prescribed by these Bylaws. At the request
13 of the President, or in case of his/her absence or inability to act, the Vice
14 President shall perform the duties of the President and, when so acting, shall
15 have all the powers of, and be subject to all the restrictions upon, the President.

16 **6.1.3 Secretary.** The Secretary (or his or her designee) shall record the votes
17 and keep the minutes of all meetings and proceedings of the Board and of the
18 Members; provide notice of meetings of the Board and of the Members; keep
19 appropriate current records showing the Members of the Association together
20 with their addresses, and shall perform such other duties as required by the
21 Board. The Secretary (or his or her designee) shall ensure that all the
22 proceedings of the membership, and the Board of Directors, are recorded in one
23 or more books kept for that purpose. The Secretary (or his or her designee) is
24 the custodian of all contracts, deeds, documents, all other indicia of title to
25 properties owned by the Association and of its corporate records (except
26 accounting records). Upon request, the Secretary (or his or her designee) shall
27 make the records of the Association which are not in the custody of the
28 Treasurer, available for inspection, at all reasonable times to any Director or
29 Member. All records of the Association shall be kept and maintained at the
30 Association’s principal office.

31 **6.1.4 Treasurer.** The Treasurer is responsible for supervising all of the funds
32 and securities of the Association, official records, documents, ledgers and
33 accounts involving the financial business of the Association. All financial records
34 and documents shall be kept and maintained at the Association’s principal office.
35 The Treasurer shall see to it that the Association’s funds are deposited to the
36 account of the Association in such bank(s) which are federally insured and/or

1 shall use said funds to purchase U.S. Treasury Notes, Certificates of Deposits or
2 other obligations of the Federal Government or agencies thereof, as designated
3 by the Board of Directors. The Treasurer (or his or her designee) shall prepare
4 the annual operating and capital budget for the Association, which shall include,
5 but not be limited to, the following: estimated revenue and expenses and the
6 annual cash reserves available for replacement and major repairs of the
7 Association's facilities. This must be completed in a timely fashion, so that the
8 Board can approve the budget no later than the February Board meeting. The
9 Treasurer also shall issue financial statements when required, and perform such
10 other duties as ordinarily pertain to that office. The Board of Directors may
11 appoint an Assistant Treasurer who shall, in the absence or incapacity of the
12 Treasurer, have the powers, duties and the responsibilities of the Treasurer
13 except check signing). The Treasurer, except if unavailable, shall sign all checks
14 and promissory notes of the Association.

15 **6.1.5 Bonding.** At the Board's discretion, all officers, Directors, Committee
16 Chairs and members and employees, who are in any way involved in the
17 handling of Association funds, and the paid managerial personnel of the
18 Association shall be bonded or insured in a sum to be determined by the Board
19 of Directors.

20 **6.2 Election and Term of Office.** The Board shall elect the officers of the Association
21 at the first meeting of the Board following each annual meeting of the Members, to serve until
22 their successors are elected by the Board.

23 **6.3 Removal and Vacancies.** The Board may remove any officer whenever in its
24 judgment the best interests of the Association will be served, and may fill any vacancy in any
25 office arising because of death, resignation, removal, or otherwise, for the unexpired portion of
26 the term.

27 **6.4 Resignation.** Any officer may resign at any time by giving written notice to the
28 Board of Directors, the President, or the Secretary. Such resignation shall take effect on the
29 date of the receipt of such notice or at any later time specified therein, and unless otherwise
30 specified therein, the acceptance of such resignation shall not be necessary to make it effective.

31 **6.5 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts,
32 deeds, leases, checks, and other instruments of the Association shall be executed by at least
33 two officers or by such other person or persons as may be designated by Board resolution. In
34 addition, checks under a dollar limit to be designated by Board resolution may be signed by one
35 authorized person.

1 **7.3.1 Nominating & Election Committee** shall have the duties and functions
2 described in **Article III**. In addition:

3 **(A) Purpose and Term of Committee.** The Nominating and Election
4 Committee shall nominate candidates for the Directors' positions
5 to be elected and filled by the Members annually. The members
6 of this Committee shall oversee all elections during a one-year
7 term that begins at least **one hundred twenty (120)** days before
8 the Annual Meeting each year.

9 **(B) Selection of Members to Nominating and Election Committee.**
10 The Nominating and Election Committee shall consist of a
11 chairperson and **two (2)** or more Members of the Association,
12 who shall be selected as follows: The President, with the approval
13 of a majority of the Board of Directors shall appoint the members
14 of this Committee.

15 **(C) Notice of Initial Meeting.** The Committee Chair shall call the first
16 meeting of the Nominating and Election Committee, by giving
17 written notice to each member of the Committee at least **seven**
18 **(7)** days prior to the date of that meeting.

19 **(D) Selection of Candidates.** The Committee or any Member of the
20 Association may submit the names of prospective candidates for
21 the Board positions to be elected by the Members. The name of
22 each prospective candidate shall be submitted in writing to the
23 Nominating and Election Committee at the general office of the
24 Association, together with a resumé on a form provided by the
25 Association.

26 **(E) Slate of Candidates.** The Nominating and Election Committee
27 shall prepare and announce a slate of candidates, which shall be
28 mailed to Members with the Notice of Annual Meeting of the
29 Association. In making its nominations, the Nominating and
30 Election Committee shall use reasonable efforts to nominate
31 candidates representing the diversity which exists within the pool
32 of potential candidates.

33 **7.3.2 Finance Committee**, with the Treasurer as a member, shall serve as the
34 fiscal adviser to the Board and provide technical assistance, as needed, to the

1 Treasurer. This Committee shall approve the financial statements and budget to
2 be presented to the Membership.

3 **7.3.3 Architectural Committee** shall perform the functions described in the
4 Deed Restrictions and see that the provisions thereof are followed. Periodic
5 reports shall be made to the Board as deemed necessary and a full written
6 report of the year's activities shall be presented at the Annual Meeting. The
7 chairperson of this Committee shall be a member of the Board of Directors.

8 **7.3.4 Landscaping Committee** shall be responsible for the landscaping of
9 Common Areas including roadsides. A written report of the year's activities,
10 accomplishments and recommendations shall be presented at the Annual
11 Meeting.

12 **7.3.5 Maintenance Committee** shall advise the Board, or others as it deems
13 appropriate, on all matters pertaining to maintenance, repair or improvements
14 of structures, roads and the Common Areas. This Committee shall also oversee
15 all such work as is specifically authorized by the Board. A written report of the
16 year's activities shall be presented at the Annual Meeting.

17 **7.3.6 Documents Committee** shall be responsible for storing, cataloging, and
18 archiving all files and correspondence of the Association, except working files
19 and records maintained by officers and committee chairpersons.

20 **7.3.7 Member Services Committee** shall be responsible for welcoming and
21 introducing new Members, and seeing that they have information pertinent to
22 the Association. It shall assist in dissemination of information to the Members.
23 It shall also arrange such social activities as it deems desirable, subject to Board
24 approval. A written report of the year's activities shall be presented at the
25 Annual Meeting.

26 **7.4 Committee Inquiries.** It shall be the duty of each committee to receive inquiries
27 and complaints from Members on any matter involving Association functions and activities
28 within its field of responsibility. Each committee shall respond to such inquiries and complaints
29 as it deems appropriate or refer them to such other committee, Director or Officer of the
30 Association as is concerned with the matter presented.

31 **7.5 Additional Committees.** The Board, at its discretion, shall create other
32 committees and stipulate their duties.

1 **ARTICLE VIII**
2 **BOOKS AND RECORDS**

3 **8.1 Records Availability.** All financial and other records of the Association shall be
4 made reasonably available for examination by any Member or any person designated by the
5 member in writing as the Member's representative

6 **8.2 Limits to Requests for Records.** Any Member (or his/her designated agent),
7 after having made a request in writing to the Association, shall be permitted to inspect all
8 financial and other records except:

- 9 a) privileged communications between the Association and its attorney;
10 b) records pertaining to pending litigation involving the Association;
11 c) meeting minutes or other records from a closed Board meeting;
12 d) personal, health, and financial records of an employee, employee of a contractor, or
13 an individual member of the Association
14 e) employment records of an employee or an employee of a contractor of the
15 Association;
16 f) if the disclosure of the records would violate state or federal law.
17

18 **8.3 Time to Process Records Requests.** The Association shall have **ten (10)** business
19 days to fulfill a request for examination.

20 **ARTICLE IX**
21 **MISCELLANEOUS**

22 **9.1 Fiscal Year.** The fiscal year of the Association shall be from February 1 to January
23 31st unless the Board establishes a different fiscal year by resolution.

24 **9.2 Conflicts.** If there are conflicts between the provisions of the Deed Restrictions
25 and any other of the Governing Documents, the provisions of the Deed Restrictions shall
26 prevail. If there are conflicts between the provisions of the Articles of Incorporation and these
27 Bylaws, the Articles shall prevail.

28 **9.3 Notices.** Except as otherwise provided in the Deed Restrictions or these Bylaws,
29 all notices, demands, bills, statements, or other communications under the Deed Restrictions or

1 these Bylaws shall be in writing and shall be deemed to have been duly given if delivered
2 personally or if sent by United States mail, first class postage prepaid:

3 **9.3.1** If to a Member, at the address which the Member has designated in
4 writing and filed with the Secretary or, if no such address has been designated,
5 at the address of the Lot of such Member; or

6 **9.3.2** If to the Association, the Board, or the managing agent, at the principal
7 office of the Association or of the managing agent, or at such other address as
8 shall be designated by notice in writing to the Members pursuant to this Section.

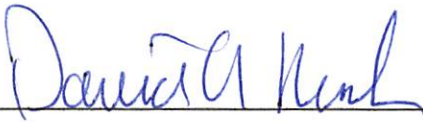
9 **9.4** **Amendment.** These Bylaws may be amended by the affirmative vote of **fifty-**
10 **one percent (51%)** of the Members in Good Standing. These Bylaws shall not be amended to
11 contain any provisions that would be contrary to or inconsistent with the Deed Restrictions or
12 the Articles. Any provisions or purported amendment or modification to these Bylaws that is
13 contrary to or inconsistent with the Deed Restrictions or the Articles shall be void to the extent
14 of the inconsistency.

CERTIFICATION

The undersigned President of **GREEN VALLEY FOOTHILLS TOWNHOMES, INC.**, an Arizona nonprofit corporation does hereby certify that the foregoing Bylaws constitute the official Bylaws of said Association, as duly adopted by the Association on the 15th day of June, 2016.

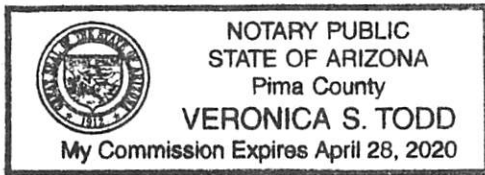
By: 
Its: President

ATTEST:


Secretary

STATE OF ARIZONA)
 : SS:
County of Pima)

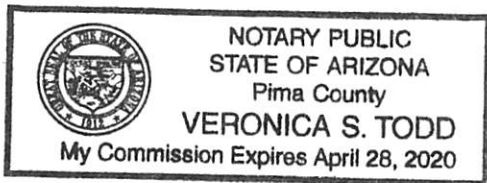
SUBSCRIBED AND SWORN TO before me this 27 day of June, 2016, by Jacqueline L Smith, President, of GREEN VALLEY FOOTHILLS TOWNHOUSES, INC., an Arizona non-profit corporation, on behalf of the corporation.



Veronica S. Todd
Notary Public

STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was acknowledged before me this 27 day of June, 2016, by David A. Nault, Secretary, of GREEN VALLEY FOOTHILLS TOWNHOUSES, INC., an Arizona non-profit corporation, on behalf of the corporation.



Veronica S. Todd
Notary Public