

AMENDED AND RESTATED BYLAWS

OF

**GREEN VALLEY FAIRWAYS
PROPERTY OWNERS ASSOCIATION
an Arizona non-profit corporation**

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1 **ARTICLE I**
2 **INTRODUCTION**
3

4 **1.1 Amendment and Restatement of Bylaws.** These Amended and Restated
5 Bylaws (these "Bylaws") of Green Valley Fairways Property Owners Association, an Arizona
6 nonprofit corporation (the "Association"), hereby amend and restate in their entirety all
7 previous Bylaws of the Association. However, prior acts and actions taken in accordance with
8 prior Bylaws are hereby validated and saved following adoption of these Bylaws. Any reference
9 herein made to the Association's Bylaws will be deemed to refer to these Bylaws.

10 **1.2 Declaration.** The use of Green Valley Fairways for the benefit of the Members is
11 governed by that certain *Amended Declaration of the Establishments of Covenants, Conditions*
12 *and Restrictions for Green Valley Fairways*, recorded on March 8, 2012, at Sequence
13 20120680250, office of the Pima County Recorder, (the "Declaration"). All references to the
14 Declaration shall include any amendments.

15 **1.3 Governing Documents.** The term "Governing Documents" shall refer to the
16 Declaration, the Articles, the Bylaws and the Rules.

17 **ARTICLE II**
18 **NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

19 **2.1 Name.** The name of the corporation is Green Valley Fairways Property Owners
20 Association (the "Association").

21 **2.2 Principal Office.** The principal office of the Association shall be located in Pima
22 County, Arizona.

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

26 **ARTICLE III**
27 **ASSOCIATION: MEMBERSHIP, MEETING, QUORUM, VOTING, PROXIES**

28 **3.1 Membership.**

29 3.1.1. **Eligibility.** Each Owner of a Lot, by virtue of being an Owner, shall
30 automatically be a Member of the Association.

1 3.1.2. Appurtenant to Lot Ownership. Membership in the Association shall be
2 appurtenant to each Lot owned and shall not be transferred, pledged, or alienated in any way,
3 except upon the transfer of ownership to a Lot, and then only to the transferee thereof. Upon
4 any transfer of ownership of a Lot, said membership shall automatically pass to the new Owner.
5 Any attempted transfer of membership separate from the appurtenant Lot or Lots shall be void.

6 **3.2 Place of Meetings**. Meetings of the Association shall be held at a suitable place
7 within Green Valley, Arizona as the Board may designate.

8 **3.3 Annual Meetings**. The Members shall meet at least annually with such annual
9 meeting to be held in February of each year on a date and at a time set by the Board. At this
10 meeting, the Board of Directors shall be elected and the reports of officers and committees will
11 be presented, in addition to any other business that may be on the agenda.

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

21 **3.5 Notice of Meetings**. A notice stating the place, day, and hour of any annual or
22 special meeting of the Members shall be delivered, either personally, by first class mail, by
23 electronic mail or facsimile, to each Member entitled to vote at such meeting, not fewer than
24 fifteen (15) or more than fifty (50) days before the date of such meeting, by or at the direction
25 of the 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
34 electronic mail, the notice shall be deemed delivered when sent to the intended recipient's

1 electronic mail address and not returned to sender as "undeliverable" through the electronic
2 mail server.

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

5 **3.6 Waiver of Notice.** Waiver of notice of a meeting of the Members shall be
6 deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any
7 meeting of the Members, either before or after such meeting. Attendance at a meeting by a
8 Member shall be deemed waiver by such Member of notice of the time, date, and place
9 thereof, unless such Member specifically objects to lack of proper notice at the time the
10 meeting is called to order. Attendance at a special meeting also shall be deemed waiver of
11 notice of all business transacted at such meeting unless an objection on the basis of lack of
12 proper notice is raised before the business is put to a vote.

13 **3.7 Voting Rights.** No change in Membership shall be effective for voting purposes
14 until the Board receives written notice of such change. There shall be one vote for each Lot,
15 whether owned by one or more Persons. The vote for each Lot must be cast as a single vote.
16 Fractional votes shall not be allowed. In the event that a Lot is owned by more than one Person
17 and such Owners are unable to agree as to how their vote shall be cast, they shall not be
18 entitled to vote on the matter in question. If any Owner casts a vote representing a certain Lot,
19 he/she will be conclusively presumed to be acting with the authority and consent of all other
20 owners of the same Lot unless written objection is made to the Board at or prior to the time the
21 vote is cast. In the event that more than one Person casts or attempts to cast a vote for a
22 particular Lot, all such votes shall be deemed void.

23 **3.8. Suspension of Voting Rights.** If a Member is more than 30 days' delinquent in
24 the payment of assessments, his right to vote shall be suspended until the account is brought
25 current.

26 **3.9 Voting Procedures.**

27 **3.9.1 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 **3.9.2 Voting at Meetings.** Votes shall be cast in person or by absentee ballot
30 at any meeting of the Association. When absentee ballots are used, the following procedure
31 shall apply:

32 **3.9.2.1** The ballot shall set forth each proposed action to be taken at
33 the meeting.

- 1 3.9.2.2 The ballot shall provide an opportunity to vote for or against
2 each proposed action;
- 3 3.9.2.3 The ballot is valid for only one specified election or meeting of
4 the Members and expires automatically after the completion
5 of the election or meeting.
- 6 3.9.2.4 The ballot must specify the time and date by which the ballot
7 must be delivered to the Board in order to be counted. Ballots
8 received after this date shall not be counted.
- 9 3.9.2.5 Absentee ballots must be sent to Members at least fifteen
10 (15) days but not more than fifty (50) days prior to the date of
11 the election or vote on an issue, and the date set for the
12 tabulation of the ballots shall be stated on the ballot.
- 13 3.9.2.6 Absentee ballots shall be valid for the purpose of establishing
14 a quorum for the vote or election.
- 15 3.9.2.7 The absentee ballot cannot authorize another person to cast
16 votes on behalf of the Member.
- 17 3.9.3 Written Ballot. Any action that the Members may take at any annual or
18 special meeting may be taken without a meeting if the Association delivers a written ballot to
19 every Member entitled to vote on the matter.
- 20 3.9.3.1 A written ballot shall:
- 21 (A) Set forth each proposed action.
- 22 (B) Provide an opportunity to vote for or against each
23 proposed action.
- 24 3.9.3.2 Approval by written ballot is valid only if both:
- 25 (A) The number of votes cast by ballot equals or exceeds the
26 quorum that would be required to be present at a meeting
27 authorizing the action.
- 28 (B) The number of approvals equals or exceeds the number of
29 votes that would be required to approve the matter at a
30 meeting.

1 3.9.3.3 All solicitations for votes by written ballot shall:

2 (A) Indicate the number of responses needed to meet the
3 quorum requirements.

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

6 (C) Specify the time by which a ballot must be delivered to the
7 Association in order to be counted, which time shall not be
8 fewer than ten (10) days after the date that the
9 Association delivers the ballot.

10 3.9.3.4 The determination of eligibility and tabulation of votes shall
11 proceed under the supervision of the Nominating
12 Committee as hereinafter provided.

13 3.9.4 Voting shall proceed under supervision of the Nominating Committee.

14 3.9.4.1 The Nominating Committee shall be in attendance at all times
15 during voting tabulation and during check-in at any meeting of Members,
16 and the Committee designee(s) shall verify whether a Member is eligible
17 to vote; and shall issue all of the official ballots. In addition, some or all of
18 the Committee members shall witness the placing of the ballots into the
19 ballot box at any meeting and the opening of absentee or written ballots.

20 3.9.4.2 The ballots shall remain sealed until the voting is closed, at
21 which time they shall be opened and the votes tabulated.

22 3.9.4.3 Upon completion of the tabulation of ballots, the results shall
23 be certified to the Board of Directors by the Nominating Committee and
24 announced to the Membership either at a meeting or, if written ballots
25 are used in the absence of a meeting, by written notification to the
26 Members.

27 3.9.4.4 In the event of a tie vote, there shall be coin toss solely for the
28 purpose of breaking the tie.

29 3.9.5 Majority. As used in these Bylaws, the term "majority" shall mean those
30 votes, Members, Owners, or other groups as the context may indicate totaling more than 50%
31 of the total eligible number [i.e., 50% + 1].

3.9.6 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by absentee ballot of Members representing at least **10%** of the votes in the Association shall constitute a quorum at all meetings or in any vote by written ballot of the Association.

3.9.7 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary or designee shall take the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. Each meeting shall be conducted in accordance with Section 8.2 hereof.

ARTICLE IV
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

4.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, with each Director having one (1) equal vote. The Directors shall be Members. In the case of a Member which is not a natural person, any officer, director, member, partner or trust officer of such Member shall be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time.

4.2. Number of Directors. The Board shall consist of not fewer than five (5) or more than nine (9) Directors, as provided in Sections 4.3 and 4.5 below, and provided there is an odd number of Directors on the Board.

4.3. Nomination and Election Procedures.

4.3.1 Nominations and Declarations of Candidacy. Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has an interest in serving as a Director may file as a candidate for any position to be filled. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee shall be appointed and governed as set forth in Article VI hereof.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

1 4.3.2. Election Procedures. Each Member may vote by written ballot for each
2 position to be filled from the slate of candidates for the election. There shall be no cumulative
3 voting and there shall be a space on the ballot for a write-in vote for each open position on the
4 Board. The number of candidates equal to the number of positions to be filled receiving the
5 greatest number of votes shall be elected. Directors may be elected to serve any number of
6 consecutive terms.

7
8 **4.4. Term of Office.** Notwithstanding any other provisions of these Bylaws, each
9 elected Director shall serve for a term of three (3) years. The terms of the Directors shall be
10 staggered so that there are continuing Directors each year. Upon the expiration of the term of
11 office of each Director elected by the Members, the Members entitled to elect such Director
12 shall be entitled to elect a successor. Directors shall hold office until their respective successors
13 have been elected and qualified. If there is a possibility of no staggered terms in any election
14 year, the Board may adopt reasonable rules and regulations governing the Nominating
15 Committee's procedures for the upcoming election, including a modification of terms for some
16 of the newly-elected Directors so that staggered terms will be restored.

17 **4.5. Removal of Directors and Vacancies.**

18 4.5.1 The Members, by a majority vote of Members entitled to vote and voting
19 on the matter at a meeting of the Members called pursuant to these Bylaws, at which a quorum
20 is present, may remove any Director from the Board with or without cause. For purposes of
21 calling for removal of a Director by the Members, the following apply:

22 4.5.1.1. On receipt of a petition that calls for removal of a Director and
23 that is signed by the Members entitled to cast at least 25% of
24 the votes in the Association, the Board shall call and provide
25 written notice of a special meeting of the Association as
26 prescribed by these Bylaws.

27 4.5.1.2. The special meeting shall be called, noticed and held within
28 thirty (30) days after the Board's receipt of the petition. The
29 quorum requirement for this special meeting is 20% of the
30 votes in the Association.

31 4.5.1.3. If a civil action is filed regarding the removal of a Director, the
32 prevailing party in the civil action shall be awarded its
33 reasonable attorney fees and costs.

34 4.5.1.4. The Board shall retain all documents and other records
35 relating to the proposed removal of any Director for at least
36 one (1) year after the date of the special meeting and shall

1 permit Members to inspect those documents and records
2 pursuant to these Bylaws and applicable law.

3 4.5.1.5. A petition that calls for the removal of the same Director shall
4 not be submitted more than once during each term of office
5 for that Director.

6 4.5.2 If fewer than all of the Directors are removed, the remaining Directors
7 shall appoint a successor to fill each vacancy for the remainder of the term. If all of the
8 Directors are removed, before leaving office, they shall direct the Nominating Committee to
9 organize an election to replace the removed Directors, and shall remain in office (but shall take
10 no action other than to maintain the reasonable and necessary day-to-day operations of the
11 Association) until the replacement Directors are elected and qualified.

12 4.5.3 Any Director who has three (3) consecutive unexcused absences from
13 Board meetings, or is more than ninety (90) days delinquent (or is the representative of a
14 Member who is delinquent) in the payment of any assessment or other charge due the
15 Association, without being excused by the President for good cause, shall be deemed to have
16 resigned from office and the Board may appoint a successor to fill the vacancy for the
17 remainder of the term.

18 4.5.4 In the event of the death, disability, or resignation of a Director, the
19 Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual
20 meeting, at which time the Members entitled to fill such Directorship may elect a successor for
21 the remainder of the term.

22 4.5.5 Any Director who the Board appoints shall be selected from among
23 Members.

24 **4.6. Board Meetings.**

25 4.6.1 Regular Meetings. Regular meetings of the Board shall be held at such
26 time and place, within the State, as a majority of the Directors shall determine, but at once a
27 calendar month. Regular meetings in June, July, and August may be suspended by a 2/3rds
28 vote of the Board.

29 4.6.2 Special Meetings. Special meetings of the Board shall be held when
30 called by written notice signed by the President or Vice President or by any two (2) Directors
31 with at least three (3) days' notice to each Director. If an urgent need for action arises, the
32 foregoing notice provision does not apply.

1 **4.7. Notice; Waiver of Notice.**

2 4.7.1 Notice of regular meetings of the Board of Directors shall specify the time
3 and place of the meeting and, in the case of a special meeting, the nature of any special
4 business to be considered. The notice shall be given to each Director by: (i) personal delivery;
5 (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the
6 Director or to a person at the Director's office or home who would reasonably be expected to
7 communicate such notice promptly to the Director; (iv) electronic mail with confirmation of the
8 transmission or (v) telephone facsimile with confirmation of transmission. All such notices shall
9 be given at the Director's telephone number or sent to the Director's address as shown on the
10 records of the Association. Notices sent by first class mail shall be deposited into a United
11 States mailbox at least four (4) business days before the time set for the meeting. Notices given
12 by personal delivery, telephone, electronic mail or facsimile shall be delivered, telephoned or
13 transmitted by telephone at least seventy-two (72) hours before the time set for the meeting.

14 4.7.2 The transaction of any meeting of the Board, however called and noticed
15 or wherever held, shall be as valid as though taken at a meeting duly held after regular call and
16 notice if (i) a quorum is present, and (ii) either before or after the meeting each of the Directors
17 not present signs a written waiver of notice, a consent to holding the meeting, or an approval
18 of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.
19 Notice of a meeting shall also be deemed given to any Director who attends the meeting
20 without protesting before or at its commencement about the lack of adequate notice.

21 **4.8. Telephonic Participation in Meetings.** Members of the Board or any committee
22 designated by the Board may participate in a meeting of the Board or committee by means of
23 conference telephone or similar communications equipment, by means of which all persons
24 participating in the meeting can hear each other. Participation in a meeting pursuant to this
25 subsection shall constitute presence in person at such meeting.

26 **4.9. Quorum of Board of Directors.** At all meetings of the Board, a majority of the
27 Directors shall constitute a quorum for the transaction of business, and the vote of a majority of
28 the Directors present at a meeting at which a quorum is present shall constitute the decision of
29 the Board, unless otherwise specifically provided in these Bylaws or the Declaration. If any
30 meeting of the Board cannot be held because a quorum is not present, a majority of the
31 Directors present at such meeting may adjourn the meeting to another time. At the
32 reconvened meeting, if a quorum is present, any business which might have been transacted at
33 the meeting originally called may be transacted without further notice.

34 **4.10. Compensation.** Directors shall not receive any compensation from the
35 Association for acting as such. Any Director may be reimbursed for expenses incurred on behalf

1 of the Association. Nothing herein shall prohibit the Association from compensating a Director,
2 or any entity with which a Director is affiliated, for services or supplies furnished to the
3 Association in a capacity other than as a Director, pursuant to a contract or agreement with the
4 Association, provided that such Director's interest was made known to the Board prior to
5 entering into such contract and such contract was approved by a majority of the Board of
6 Directors, excluding the interested Director.

7 **4.11. Action without a Meeting.** Any action that may be taken or is to be taken at a
8 meeting of the Directors may be taken without a meeting if a consent in writing, setting forth
9 the action so taken, is signed by all of the Directors, and such consent shall have the same force
10 and effect as a unanimous vote. Such consents may be submitted via e-mail or fax, and signed
11 in counterparts. Such consents shall be announced at and filed with the minutes of the next
12 Board meeting. Action without a meeting may be taken only when it is not possible to
13 assemble a quorum for a meeting or Board action is required for immediate Association
14 business.

15 **4.12. Powers and Duties.**

16 4.12.1 Powers. The Board of Directors shall have all of the powers and duties
17 necessary for the administration of the Association's affairs and for performing all
18 responsibilities and exercising all rights of the Association as set forth in the Declaration, these
19 Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and
20 things which the Declaration, Articles, these Bylaws, or State laws do not prohibit or direct to
21 be done and exercised exclusively by the membership generally. The powers of the Board
22 include but are not limited to the following:

23
24 4.12.1.1 Direct, control, manage and supervise the business and affairs
25 of the Association;

26 4.12.1.2 Enforce all applicable provisions of the Governing Documents;

27 4.12.1.3 Make and publish architectural and design standards, and
28 rules and regulations within the authority set forth in the
29 Governing Documents, and to establish penalties for the
30 infraction thereof. There shall be copies of the complete
31 architectural and design standards, and rules and regulations
32 available for purchase or inspection by any Member of the
33 Association upon request;

34 4.12.1.4 Employ or terminate the services of any independent
35 contractor as the Board deems necessary, and to prescribe
36 their duties;

4.12.1.5 As more fully provided in the Declaration to establish, assess and collect assessments or charges from each Member.

4.12.2 Duties. The duties of the Board shall include, without limitation:

4.12.2.1 Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;

4.12.2.2 Depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association;

4.12.2.3 Opening of bank accounts on behalf of the Association and designating the signatories required; and

4.12.2.3 Keeping books with detailed accounts of the receipts and expenditures of the Association;

ARTICLE V

OFFICERS

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

5.1.1 President. The President shall be the Chair of the Board of Directors and shall preside at and conduct all meetings of the Board and the Members. The President shall see that orders and resolution of the Board are carried out; and shall sign all notes, checks, leases, mortgages, contracts and all other instruments in which the Association is a party.

5.1.2 Vice President. The Vice President has such powers and performs such duties as the President or the Board may from time-to-time prescribe and shall perform such other duties as may be prescribed by these Bylaws. At the request of the President, or in case of his/her absence or inability to act, the Vice President shall perform the duties of the

1 President and, when so acting, shall have all the powers of, and be subject to all the restrictions
2 upon, the President.

3 5.1.3 Secretary. The Secretary (or his or her designee) shall record the votes
4 and keep the minutes of all meetings and proceedings of the Board and of the Members;
5 provide notice of meetings of the Board and of the Members; keep appropriate current records
6 showing the Members of the Association together with their addresses, and shall perform such
7 other duties as required by the Board. The Secretary (or his or her designee) shall ensure that
8 all the proceedings of the membership, and the Board of Directors, are recorded in one or more
9 books kept for that purpose. The Secretary (or his or her designee) is the custodian of all
10 contracts, deeds, documents, all other indicia of title to properties owned by the Association
11 and of its corporate records (except accounting records). Upon request, the Secretary (or his or
12 her designee) shall make the records of the Association which are not in the custody of the
13 Treasurer, available for inspection, at all reasonable times to any Director or Member. All
14 records of the Association shall be kept and maintained at the Association's principal office.

15 5.1.4 Treasurer. The Treasurer is responsible for supervising all of the funds
16 and securities of the Association, official records, documents, ledgers and accounts involving
17 the financial business of the Association. All financial records and documents shall be kept and
18 maintained at the Association's principal office. The Treasurer shall see to it that the
19 Association's funds are deposited to the account of the Association in such bank(s) which are
20 federally insured. The Treasurer (or his or her designee) shall prepare the annual operating
21 budget for the Association. The Treasurer (or his or her designee) also shall issue financial
22 statements when required, and perform such other duties as ordinarily pertain to that office.
23 The Board of Directors may appoint an Assistant Treasurer who shall, in the absence or
24 incapacity of the Treasurer, have the powers, duties and the responsibilities of the Treasurer
25 except check signing). The Treasurer, except if unavailable, shall sign all checks and promissory
26 notes of the Association. Check signing authority may be delegated to the managing agent.

27 5.1.5 Bonding. At the Board's discretion, all officers, Directors, Committee
28 Chairs and members and employees, who are in any way involved in the handling of Association
29 funds, and any managerial or administrative personnel of the Association shall be bonded or
30 insured in a sum to be determined by the Board of Directors.

31 **5.2 Election and Term of Office**. The Board shall elect the officers of the Association
32 at the first meeting of the Board following each annual meeting of the Members, to serve until
33 their successors are elected.

34 **5.3 Removal and Vacancies**. The Board may remove any officer whenever in its
35 judgment the best interests of the Association will be served, and may fill any vacancy in any

office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

5.4 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

5.5 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 4.10.

5.6 Special Appointments. As set forth in Section 5.1 above, 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.

ARTICLE VI

COMMITTEES

6.1 General. In addition to the standing committees of the Association, the Board may appoint such committees as it deems necessary and appropriate to properly and effectively carry on the affairs of the Association. Each committee created by the Board shall perform such tasks and serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Other than the committees established herein, any committee may be abolished or any committee member may be removed from a committee, with or without cause, by a majority vote of the Board, provided a quorum is present. A committee may exercise the powers specifically granted to it herein and/or by the Chairperson of the Board.

6.2 Standing Committees. The standing committees of the Association shall be those which are necessary for conducting the business of the Association and are as follows:

Nominating Committee
Architectural Committee

Each Standing Committee shall consist of a Board member (the chairperson) and two (2) or more other Association Members in good standing.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 Indemnification. To the greatest extent provided by law, as provided in A.R.S. §10-3850 *et seq.*, and except as provided in these Bylaws, the Association shall hold harmless and indemnify each of its current and former Directors and Officers (hereinafter each is individually referred to as an "Indemnitee") for, from and against any and all liability and expenses incurred by the Indemnitee in connection with any threatened or actual proceeding or legal action resulting from the Indemnitee's service to the Association or to another entity at the Association's request.

7.2 Exclusions. Except insofar as permitted by law, the Association shall not indemnify the Indemnitee if indemnification is prohibited by A.R.S. §10-3850 *et seq.* (Indemnification), or any successor thereto. In addition, the Association shall not indemnify the Indemnitee for the following:

7.2.1 The amount of a financial benefit received by an Indemnitee to which the Indemnitee is not entitled.

7.2.2 An intentional infliction of harm by the Indemnitee on the Association or its members.

7.2.3 A violation of A.R.S. §10-3830 (General Standards for Directors) and/or A.R.S. §10-3833 (Liability for Unlawful Distributions).

7.2.4 An intentional violation by the Indemnitee of criminal laws.

7.3 Procedure. The Indemnitee shall notify the Association promptly of the threat or commencement of any proceeding or legal action with respect to which the Indemnitee intends to seek indemnification and shall give the Association a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the Indemnitee. The Association shall be entitled to assume the Indemnitee's defense with counsel reasonably satisfactory to the Indemnitee, unless the Indemnitee provides the Association with an opinion of counsel reasonably concluding that there may be a conflict of interest between the Indemnitee and the Association in the defense of the proceeding or legal action; or that there may be legal defenses available to the Indemnitee which are different from or in addition to those available to the Association; or if the Association shall, after receiving notice of the Association's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Indemnitee, the Indemnitee shall have the right, but not the

1 obligation, to undertake the defense of, and to compromise or settle the claim or other matter
2 on behalf of, for the account of, and at the risk of, the Association. The Association shall be
3 responsible for the reasonable counsel fees, costs, and expenses of the Indemnitee in
4 conducting its defense.

5 **7.4 Expense Advances.** The Association shall advance expenses, including attorneys'
6 fees, incurred or to be incurred by the Indemnitee in defending a proceeding or legal action
7 upon receipt of notice and, if required by law, of an undertaking by or on behalf of the
8 Indemnitee. The Indemnitee shall repay all amounts advanced if it is ultimately determined by
9 final judicial decision (after expiration or exhaustion of any appeal rights) that the Indemnitee is
10 not entitled to be indemnified for such expenses. In addition, whether the Association pays for
11 the reasonable expenses or reimburses an Indemnitee, the Indemnitee must first provide the
12 Association with a written affirmation of the Indemnitee's good faith belief that he or she has
13 met the standard of conduct contained in A.R.S. §10-3830 (General Standards for Directors)
14 and/or A.R.S. §10-3851 (Authority to Indemnify), or that the proceeding involves conduct for
15 which liability has been eliminated pursuant to A.R.S. §10-3202(B)(1) (Articles of Incorporation).

16 **7.5 Settlement of Claims.** Neither the Association nor the Indemnitee will
17 unreasonably withhold consent to any proposed settlement. The Association shall not be
18 obligated to indemnify the Indemnitee for any amounts incurred in settlement, if settlement is
19 made without the Association's prior written consent. The Association shall not enter into any
20 settlement that would impose any penalty or limitation on the Indemnitee without the
21 Indemnitee's prior written consent.

22 **7.6 Insurance and Other Indemnification.** The Board of Directors shall have the
23 power to cause the Association: (A) to purchase and maintain, at the Association's expenses,
24 insurance on behalf of the Association and on behalf of others to the extent that power to do
25 so has been or may be granted by statute; and (B) to give other indemnification to the extent
26 permitted by law.

27 **7.7 Effect of Repeal.** In order that Officers and Directors may rely on the
28 indemnification promised by this Article VII, no repeal or amendment of this Article VII shall
29 reduce the right of the Indemnitee to payment of expenses or indemnification for acts of the
30 Indemnitee taken before the date of repeal or amendment.

ARTICLE VIII
MISCELLANEOUS

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

8.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order shall govern the conduct of Association proceedings when not in conflict with State law, the Articles of Incorporation, the Declaration, or these Bylaws.

8.3 Conflicts. If there are conflicts between the provisions of the Declaration and any other of the Governing Documents, the provisions of the Declaration shall prevail. If there are conflicts between the provisions and the Articles of Incorporation and these Bylaws, the Articles shall prevail.

8.4 Books and Records. All financial and other records of the Association, except those that are privileged or confidential, shall be made reasonably available for examination by any Member or any person designated by the member in writing as the Member's representative. The Association shall have ten (10) business days to fulfill a request for examination, which must be made in writing.

8.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid or via electronic mail (e-mail):

8.5.1 If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

8.5.2 If to the Association or the Board, at the principal office of the Association or at such other address as shall be designated in writing to the Members.

8.6 Amendment. These Bylaws may be amended by the affirmative vote of two-thirds (2/3rds) of the Members present in person or by absentee ballot at any Annual or Special Meeting of Members, provided a quorum is present.

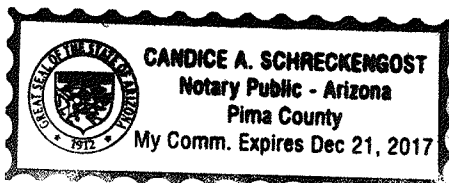
CERTIFICATION

The undersigned President of Green Valley Fairways Property Owners Association, an Arizona nonprofit corporation does hereby certify that the foregoing Bylaws constitute the official Bylaws of said Association, pursuant to the affirmative vote of two-thirds (2/3rds) of the votes cast in a duly-held election.

By: [Signature]
Its: President

ATTEST:

[Signature]
Secretary



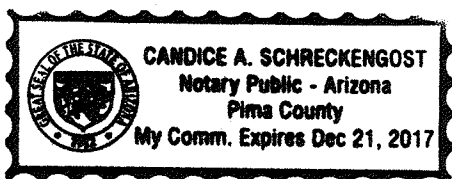
STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was acknowledged before me this 6 day of May, 2016, by Michael Lance Roth, President, of Green Valley Fairways Property Owners Association, an Arizona non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was acknowledged before me this 6 day of May, 2016, by Helen Ritchie Mullaly, Secretary, of Green Valley Fairways Property Owners Association, an Arizona non-profit corporation, on behalf of the corporation.



[Signature]
Notary Public