

AMENDED AND RESTATED BYLAWS

OF

GREEN VALLEY TOWNHOUSE VI HOMEOWNERS, INC.

Effective Date: _____

TABLE OF CONTENTS

ARTICLE 1 – Name and Location	1
ARTICLE 2 - Definitions	1
ARTICLE 3 - Membership	2
3.1: Membership.	2
3.2: Membership Transfer	2
ARTICLE 4 – Meeting of Members.....	2
4.1: Annual Meeting.....	2
4.2: Special Meetings	2
4.3: Notice of Meetings.....	2
4.4: Quorum	2
ARTICLE 5 – Voting.....	3
5.1: Voting Rights.....	3
5.2: Ballots.....	3
5.3: Voting Procedures	4
5.4: Proxies and Cumulative Voting.....	4
ARTICLE 6 – Nomination and Election of Directors	4
6.1: Nomination.....	4
6.2: Election.....	5
ARTICLE 7 – Board of Directors: Selection; Term of Office	5
7.1: Number and Qualifications	5
7.2: Term of Office	5
7.3: Removal of Directors	5
7.4: Vacancies on the Board.	6
7.5: Compensation	6
ARTICLE 8 – Meetings of Directors	6
8.1: Regular Meetings	6
8.2: Special Meetings	6
8.3: Requirements for Open Meetings	7
8.4: Action by Directors without a Meeting	7
8.5: Quorum	7
ARTICLE 9 – Powers and Duties of the Board of Directors	7
9.1: Powers.....	7
9.2: Duties	8
ARTICLE 10 – Officers and Their Duties	8
10.1: Enumeration of Officer	8
10.2: Election of Officers.	8
10.3: Term	8
10.4: Resignation and Removal	8

10.5: Vacancies	9
10.6: Multiple Offices	9
10.7: Duties	9
ARTICLE 11 - Committees	9
11. 1: Standing Committees	9
11.2: Nominating Committee.....	10
11.3. Architectural Committee.....	10
11.4: Landscape Committee.....	10
11.5: Financial Review Committee	10
11.6: Roads Committee	10
11.7: Lights and Security Committee.....	10
11.8: Welcome and Orientation Committee.....	10
11.9: Social Committee.....	10
11.10: Ad Hoc Committees.....	10
11.11: Committee Operations.....	10
ARTICLE 12 - Indemnification	11
ARTICLE 13 - Books and Records	11
ARTICLE 14 – Amendments, Prior Bylaws and Conflicts Between Community Documents.....	11
14.1: Amendment to Bylaws	11
14.2: Prior Bylaws Superseded.....	11
14.3: Conflicts Between Community Documents	111
ARTICLE 15 - Fiscal Year.....	12

1 **AMENDED AND RESTATED BYLAWS**
2 **OF**
3 **GREEN VALLEY TOWNHOUSE VI HOMEOWNERS, INC.**

4
5 **ARTICLE 1**
6 **Name and Location**
7

8 The name of the corporation is Green Valley Townhouse VI Homeowners, Inc. (the "Association").
9 The principal office of the Association shall be located in Pima County, Arizona. Meetings of the
10 Association shall be held at such places in Green Valley, Arizona, as may be designated by the Board
11 of Directors.

12
13 **ARTICLE 2**
14 **Definitions**
15

16 2.1. "Association" shall mean Green Valley Townhouse VI Homeowners, Inc., an Arizona non-
17 profit corporation and its successors and assigns.

18
19 2.2. "Common Area" shall mean all real property owned by the Association as provided in the
20 Deed Restrictions.

21
22 2.3. "Community Documents" shall mean the Deed Restrictions, Articles of Incorporation,
23 Bylaws, and any rules adopted by the Board of Directors.

24
25 2.4 "Deed Restrictions" shall mean the Amended and Restated Covenants, Conditions, and
26 Restrictions affecting property in Green Valley Townhouses VI and VI-B, recorded in the office of
27 the Recorder of Pima County, Arizona on December 17, 2009, Sequence No. 20092420421, as
28 amended.

29
30 2.5. "Lot" shall mean and refer to each numbered plot of land shown upon the recorded
31 subdivision maps of the Properties, with the exception of the Common Area.

32
33 2.6. "Member" shall mean and refer to those persons entitled to membership and voting rights
34 as provided in the Deed Restrictions and these Bylaws.

35
36 2.7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities
37 of the fee simple title to any Lot, which is part of the Properties, including contract sellers, but
38 excluding those having such interest merely as security for the performance of an obligation.

39
40 2.8. "Properties" shall mean and refer to that certain real property described in the Deed
41 Restrictions that is under the jurisdiction of the Association.

42
43 All other words used in these Bylaws shall be given their normal, commonly understood
44 definitions.

ARTICLE 3
Membership in the Association

3.1. Membership.

(a) Eligibility. Each Owner of a Lot shall be a Member of the Association as more fully set forth in the Deed Restrictions.

(b) Privileges. The privileges of Membership shall be to vote (in accordance with Article 5 below), to hold office, and to enjoy or benefit from the Common Areas, subject to the Community Documents.

(c) Good Standing. A Member is in good standing with the Association if the Member is current in the payment of all assessments imposed by the Association, and any other sums which are due to the Association from the Member.

(d) Suspension of Privileges. If a Member is not in good standing with the Association, the Board of Directors may suspend his/her rights and privileges of Membership, including the right to vote on any Association matter, and the right to serve on the Board of Directors.

3.2. Membership Transfer. The transfer of title to any Lot automatically transfers the membership to the new Owner.

ARTICLE 4
Meetings of Members

4.1. Annual Meeting. The Annual Meeting of Members shall be held in January of each year at a date, time and place designated by the Board of Directors.

4.2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of twenty-five percent (25%) of the Members who are entitled to vote. A Special Meeting requested by the Members must be held within thirty (30) days after receipt of the written request.

4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days and not more than fifty (50) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice will specify the place, date and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting.

4.4. Quorum. The presence at an Association meeting in person or by absentee ballot of ten percent (10%) of the Members who are entitled to vote shall constitute a quorum for any action except as otherwise provided in the Community Documents. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Votes cast by absentee ballot are valid only for the

purpose of establishing a quorum for election of Directors or for any other matter included on the absentee ballot.

ARTICLE 5 Voting

5.1. Voting Rights. Each Owner shall be entitled to one (1) vote for each Lot owned.

(a) When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Fractional votes shall not be recognized.

(b) At any meeting of the Association, the Members entitled to vote shall vote on each matter brought before the Membership. A majority of the votes cast by the Members at such meeting, provided there is a quorum, shall be the act of the Membership, except as otherwise provided in the Community Documents or by statute.

5.2. Ballots.

(a) Absentee Ballots. The Board shall provide for votes to be cast by absentee ballot at any meeting of the Association. The following procedure shall apply:

(i) The ballot shall set forth each proposed action to be taken at the meeting.

(ii) The ballot shall provide an opportunity to vote "for" or "against" each proposed action (except in the case of election of Directors when there shall be no "against" vote).

(iii) The ballot is valid for only one specified election or meeting of the Association and expires automatically after the completion of the election or meeting.

(iv) The ballot must specify the time and date by which the ballot must be delivered to the Board in order to be counted. Ballots received after this date shall not be counted.

(v) Ballots must be sent or delivered to Members at least twenty (20) days but not more than fifty (50) days prior to the date of the election or vote on an issue at the Annual Meeting, and at least fifteen (15) days but not more than thirty (30) days prior to the date of the election or vote on an issue at a special meeting. The date set for the tabulation of the ballots shall be stated on the ballot.

(vi) Votes cast by absentee ballot shall be counted toward the quorum for election of Directors or for any other matter included on the absentee ballot.

(b) Written Ballot.

(i) The Board may authorize written ballots in place of voting at a meeting

(including an Annual Meeting), on any election or vote on any issue it deems appropriate, including the election of Directors.

(ii) When written ballots are authorized by the Board, said ballots shall be prepared and mailed or delivered to the Members at least twenty (20) days but not more than fifty (50) days prior to the date of the election or vote on an issue, and must specify the time and date by which the ballot must be delivered to the Association in order to be counted. Ballots received after this date shall not be counted.

(iii) The determination of eligibility and tabulation of votes shall proceed under procedures established by the Board.

(iv) Any solicitation by the Association for written ballots must specify the number of responses needed to meet the quorum requirement and the percentage of affirmative Members' votes necessary to approve each matter (other than election of Directors).

5.3. Voting Procedures.

(a) All Association votes or elections shall be by secret ballot. The envelope containing the ballot shall contain the name, address and signature of the person voting.

(b) Voting shall proceed under procedures established by the Board.

(c) Ballot boxes or mailed ballots shall remain sealed until the voting is closed, at which time they shall be opened and the votes tabulated. In the event of a tie vote, there shall be another vote solely to break the tie.

(d) Upon completion of the tabulation of ballots, the results shall be certified by the Board of Directors or by any committee or individuals appointed by the Board to tabulate the votes and announce the results to the Membership, either at a meeting or, if written ballots are used in the absence of a meeting, by written notification to the Members.

(e) If electronic voting is used for any vote or election, the procedures in A.R.S. §10-3708, Arizona Non-Profit Corporations Act, will apply.

5.4. Proxies and Cumulative Voting. Votes may not be cast pursuant to a proxy at any Association meeting. Cumulative voting is not permitted.

ARTICLE 6

Nomination and Election of Directors

6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee appointed in accordance with Article 11.1. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine from among qualified Members in good standing [see Section 3.1(c) of these Bylaws], but not less than there are vacancies to be filled. If the Nominating Committee has, after all due

effort, been unable to make nominations to fill the total number of vacancies, the Board of Directors shall make appointments to fill any consequent vacancies after the election is completed.

6.2. Election. Election to the Board of Directors shall be by secret ballot in accordance with Article 5. The ballot shall have a line for a write-in vote for each vacancy. At such election the Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Deed Restrictions and these Bylaws, but in no event shall more than one ballot be cast for any one Lot. The number of candidates equal to the number of vacancies who receive the largest number of votes shall be elected.

ARTICLE 7

Board of Directors: Selection: Term of Office

7.1. Number and Qualifications. The affairs of the Association shall be managed by a Board of not less than five (5) or more than nine (9) Directors who must be Members in good standing of the Association [see Section 3.1(c) of these Bylaws]. Members from the same household and Co-owners of Lots, in each and every form of co-ownership, may not concurrently serve on the Board of Directors. The preferred number of Directors is nine (9); however, the number of Directors may be fixed or changed, from time to time, within the minimum and maximum, by the Board of Directors so long as there is an odd number of Directors. A decrease in the number of Directors shall not shorten the term of any incumbent Director.

7.2. Term of Office. The normal term of office for an elected Director shall be three years. Directors shall serve for the term for which they are elected and until their successors are elected and qualified. The Board of Directors shall establish a procedure to determine the term limits of Directors in the event that staggering of terms needs to be re-established.

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

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

(b) Special Meeting. The special meeting shall be called, noticed and held within thirty (30) days after the Board's receipt of the petition. A quorum is present if twenty percent (20%) of the Members who are eligible to vote in the Association as of the date of the meeting are present in person or by absentee ballot.

(c) Civil Action. If a civil action is filed regarding the removal of a Director, the prevailing party in the civil action shall be awarded its reasonable attorney fees and costs.

(d) Retention of Documents. The Board shall retain all documents and other records relating to the proposed removal of any Director for at least one year after the date of the

special meeting and shall permit Members to inspect those documents and records pursuant to these Bylaws and applicable law.

(e) Limitation on Removal Action. A petition that calls for the removal of the same Director shall not be submitted more than once during each term of office for that Director.

7.4. Vacancies on the Board.

(a) After Removal Action. If less than a majority of the Directors are removed in accordance with Section 7.3 of these Bylaws, the remaining Directors shall appoint a successor to fill each vacancy for the remainder of the term. If more than a majority of the Directors are removed, the Nominating Committee shall organize an election to replace the removed Directors, who shall remain in office (but shall take no action other than to maintain the established day-to-day operations of the Association) until the replacement Directors are elected and qualified. This election must be held no later than thirty (30) days after the meeting at which the Directors were removed.

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

(c) Death, Disability or Resignation. In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to serve for the remainder of the vacating Director's term.

(d) Replacement Director. Any Director who the Board appoints shall be a Member in good standing in accordance with Section 3.1(c) of these Bylaws.

Section 7.5. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties with Board approval of the reimbursement.

ARTICLE 8
Meetings of Directors

8.1. Regular Meetings. Regular meetings of the Board of Directors shall be held no less than four (4) times per year at such place and hour as may be fixed from time to time by resolution of the Board. Association Members shall be notified of the time and place of Board meetings at least forty-eight (48) hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the Board.

8.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by a majority of the Directors, after not less than three (3) days' notice to each Director. At least forty-eight (48) hours' advance notice must be given to Members. Time and place of special Board meetings shall be announced by email, newsletter, posting on the

1 Association web site or any other reasonable means as determined by the Board. Notice may be
2 waived at any time by the person entitled to such notice.
3

4 8.3. Requirement for Open Meetings. All meetings of the Board of Directors shall be open to all
5 Members of the Association or any person designated by a Member in writing as the Member's
6 representative. All Members or designated representatives may attend and speak at an
7 appropriate time during the deliberations and proceedings. The Board may place reasonable time
8 restrictions on those persons speaking during the meeting but shall permit a Member or
9 designated representative to speak once after the Board has discussed a specific agenda item but
10 before the Board takes formal action on that item in addition to any other opportunities to speak.
11 See Section 33-1804 of the Arizona Planned Communities Act for further rules pertaining to open
12 meetings, including the circumstances under which the Board may meet in closed (executive)
13 session.

14 8.4. Action by Directors without a Meeting. Any action required or permitted to be taken by the
15 Board of Directors may be taken by written action without a meeting if all Directors consent. Such
16 action(s) shall be announced at and filed with the minutes of the next open Board meeting. Action
17 without a meeting may be taken only when it is not possible to assemble a quorum.
18

19 8.5. Quorum. A majority of the number of Directors shall constitute a quorum for the
20 transaction of business. Every act or decision done or made by a majority of the Directors present
21 at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
22

23 **ARTICLE 9**

24 **Powers and Duties of the Board of Directors**

25

26 9.1. Powers. The Board shall exercise for the Association all powers, duties and authority
27 vested in or delegated to this Association, and not reserved to the Membership by other
28 provisions of the Community Documents or Arizona law. These powers include but are not limited
29 to the following:
30

31 (a) Adopt and publish rules and regulations governing the use of the Common Areas
32 and the personal conduct of the Members and their guests thereon, and to establish
33 penalties for the infraction thereof;
34

35 (b) Suspend the voting rights of a Member during any period in which the Member is
36 not current in the payment of all assessments imposed by the Association and any other
37 sums which are due to the Association;
38

39 (c) Declare the office of a Director to be vacant in the event that such Director is absent
40 from three (3) consecutive regular meetings of the Board of Directors, unless the Director
41 provides a reason which is acceptable to the Board; or if a Director is no longer a Member
42 in good standing as described in Section 3.1(c) of these Bylaws;
43

44 (d) Employ a manager, an independent contractor or other such employees or agents as
45 they deem necessary and to prescribe their duties.
46

47 (e) Authorize the sale, lease, mortgage or conveyance of real estate owned by the
48 Association.

1
2 9.2. Duties. It shall be the duty of the Board of Directors to:

- 3
4 (a) Supervise all officers, agents and employees of this Association and to see that their
5 duties are properly performed;
6
7 (b) As more fully provided in the Deed Restrictions to:
8
9 (i) Fix the amount of the annual assessment against each Lot;
10 (ii) Send written notice of changes in assessments to every Owner;
11 (iii) Use any lawful means to collect delinquent accounts in accordance with
12 Arizona statutes and provisions in the Community Documents.
13
14 (c) Issue or cause an appropriate officer to issue, upon demand by any person, a
15 certificate setting forth whether or not any assessment has been paid. A reasonable
16 charge may be made by the Board for these certificates;
17
18 (d) Procure and maintain adequate liability and hazard insurance on property owned by
19 the Association;
20
21 (e) Cause the officers or employees having fiscal responsibilities to be bonded, as it may
22 deem appropriate;
23
24 (f) Cause the Common Area and all other areas for which the Association is responsible
25 to be maintained; and
26
27 (g) Keep a complete record of its acts and affairs.
28

29 **ARTICLE 10**
30 **Officers and Their Duties**

31
32 10.1. Enumeration of Officers. The officers of this Association shall be a President and Vice
33 President, a Secretary and Treasurer and such other officers as the Board may from time to time
34 by resolution create.
35

36 10.2. Election of Officers. The election of officers shall take place at the first meeting of the
37 Board of Directors following each Annual Meeting of the Association. All officers shall be members
38 of the Board.
39

40 10.3. Term. The officers of this Association shall be elected annually by the Board and each shall
41 hold office for one (1) year, unless he or she shall sooner resign, or shall be removed, or otherwise
42 disqualified to serve.
43

44 10.4. Resignation and Removal. Any officer may be removed from office with or without cause
45 by the Board. Any officer may resign at any time, giving written notice to the Board, the President
46 or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any
47 later time specified therein, and unless otherwise specified therein, the acceptance of such
48 resignation shall not be necessary to make it effective.

1
2 10.5. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer
3 appointed to such vacancy shall serve for the remainder of the term of the officer he or she
4 replaces.
5

6 10.6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.
7

8 10.7. Duties. The duties of the officers are as follows:
9

10 (a) The President shall preside at all meetings of the Board of Directors; shall see that
11 orders and resolutions of the Board are carried out; and shall sign all leases, mortgages,
12 deeds and other written instruments.
13

14 (b) The Vice President shall act in the place and stead of the President in the event of
15 his/her absence, inability or refusal to act, and shall exercise and discharge such other
16 duties as may be required by the Board.
17

18 (c) The Secretary shall record the votes and keep the minutes of all meetings and
19 proceedings of the Board and of the Members; serve notice of meetings of the Board and of
20 Members; keep appropriate current records showing the Members of the Association,
21 together with their addresses; and shall perform such other duties as required by the
22 Board. The duties of the Secretary may, in part, be conducted by an agent or employee of
23 the Association.
24

25 (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of
26 the Association and shall disburse such funds as directed by resolution of the Board of
27 Directors; provided, however, that a resolution of the Board of Directors shall not be
28 necessary for disbursements made in the ordinary course of business and conducted within
29 the limits of a budget adopted by the Board; shall sign all checks and promissory notes of
30 the Association; keep proper books of account; cause an annual audit, review or
31 compilation of the Association books to be made at the completion of each fiscal year; and
32 shall prepare an annual budget and statement of income and expenditures to be presented
33 to the membership at its Annual Meeting, and deliver a copy of each to Members present
34 at the Annual Meeting. The duties of the Treasurer may, in part, be conducted by an agent
35 or employee of the Association.
36

37 **ARTICLE 11**

38 **Committees**

39

40 11.1. Standing Committees. The standing committees of the Association shall be:
41

- 42 (a) Nominating Committee
- 43 (b) Architectural Committee
- 44 (c) Landscape Committee
- 45 (d) Financial Review Committee
- 46 (e) Roads Committee
- 47 (f) Lights and Security Committee
- 48 (g) Welcome and Orientation Committee

1 (h) Social Committee
2

3 Unless otherwise provided herein, each committee shall consist of a chairperson and two or more
4 Members. The committees shall be appointed by the President subject to approval by the Board of
5 Directors within thirty (30) days following each Annual Meeting to serve until their successors are
6 appointed.
7

8 11.2. Nominating Committee. The Nominating Committee shall have the duties and functions
9 described in Article 6 of these Bylaws.
10

11 11.3. Architectural Committee. The Architectural Committee shall consist of 3 Members, one of
12 whom shall be a Board Member, who shall serve as chairperson of this Committee. The functions
13 and duties of this Committee are set forth in the Deed Restrictions and the Architectural
14 Guidelines and shall include such functions as may be prescribed by the Board.
15

16 11.4. Landscape Committee. The Landscape Committee shall arrange for the upkeep of the
17 Common Area; shall approve or disapprove planting, removal and trimming of vegetation on the
18 Common Area; shall arrange for actions to prevent erosion on the Common Area; shall call to the
19 attention of the Board any violations of the Deed Restrictions and the Landscape Guidelines
20 involving the Common Areas. This Committee shall undertake such other functions as may be
21 assigned by the Board.
22

23 11.5. Financial Review Committee. The Financial Review Committee shall make an annual
24 review of the Association's financial records, and shall report its findings to the Board.
25

26 11.6. Roads Committee. The Roads Committee shall arrange for the signage and upkeep of the
27 Association's roads.
28

29 11.7. Lights and Security Committee. The Lighting and Security Committee shall check on lights
30 illuminating the roads and Common Area, and to call to the attention of an Owner if a light is out,
31 and to call to the attention of the Board any security concern.
32

33 11.8. Welcome and Orientation Committee. The Welcome and Orientation Committee shall
34 cordially welcome new residents to the Properties; to determine if they have all the necessary
35 documents such as the Deed Restrictions, and other available information about Association
36 operations; to provide a two-way communication channel between the Board and residents by
37 delivering notices and newsletters and by gathering information from the residents as requested.
38

39 11.9. Social Committee. The Social Committee shall arrange at a GVR center several Association
40 social events each calendar year that will include food, beverages and possibly some form of
41 entertainment.
42

43 11.10. Ad Hoc Committees. The Board of Directors may appoint such ad hoc committees as it
44 deems necessary.
45

46 11.11. Committee Operations. Each standing and special committee shall receive requests and
47 complaints from Members on any activities within its designated field of responsibility. The
48 committee shall dispose of such requests or complaints as it determines appropriate, or refer

1 them to another committee or to the Board or an officer of the Association. Any guidelines or
2 procedures developed by a committee must be approved by the Board before implementation.

3 **ARTICLE 12**

4 **Indemnification**

5
6 The Association shall indemnify, to the fullest extent permitted by law, every officer, director and
7 committee member, against any and all expenses, including attorneys' fees, reasonably incurred or
8 imposed upon, any such person, in connection with any action, suit or other proceeding (including
9 settlement of any suit or proceeding if approved by the then Board of Directors) to which he/she
10 may be made a party by reason of being or having been an officer or director. However, the Board
11 of Directors must determine that such person acted in good faith and did not act, fail to act or
12 refuse to act wilfully with gross negligence or with fraudulent or criminal intent in regard to the
13 matter involved in the action, suit or other proceeding.

14
15 This provision shall not be deemed to include travel expenses to attend Association meetings or
16 legal proceedings and shall only include reasonable actual expenses. Any right to indemnification
17 provided for herein shall not be exclusive of any of the rights to which any officer, director or
18 committee member, or former officer, director or committee member, may be entitled. The
19 Association shall, as a common expense, maintain adequate general liability and Officer's and
20 Director's Liability insurance, which also includes committee members, to fund this obligation.

21 **ARTICLE 13**

22 **Books and Records**

23
24
25 Except as provided in the Arizona Planned Communities Act [A.R.S. §33-1805(B)], all financial and
26 other records of the Association shall be made reasonably available for examination by any
27 Member or any person designated by the Member in writing as the Member's representative. The
28 Community Documents shall be available for inspection by any Member at the principal office of
29 the Association, where copies may be purchased at a reasonable cost.

30 **ARTICLE 14**

31 **Amendments, Prior Bylaws and Conflicts Between Community Documents**

32
33
34 14.1. Amendment to Bylaws. These Bylaws may be amended by the affirmative vote of a
35 majority of the Board of Directors. Any amendment adopted by the Board may be overturned or
36 revised by the vote of two-thirds (2/3) of all the Members. Members' vote shall be made in
37 person or by absentee ballot at a Special Meeting called by the Members in accordance with
38 Section 4.2 above.

39
40 14.2. Prior Bylaws Superseded. These Bylaws shall amend, restate, supersede and replace all
41 prior Bylaws of the Association and all prior amendments thereto, which shall be of no further
42 force or effect upon the adoption of these Bylaws, except prior acts and actions taken in
43 accordance with prior Bylaws are hereby validated and saved following adoption of these Bylaws.

44
45 14.3. Conflicts Between Community Documents. In In the case of a conflict between the Articles
46 of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict
47 between the Deed Restrictions and the Articles or these Bylaws, the Deed Restrictions shall
48 control.

ARTICLE 15
Fiscal Year

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

The undersigned certify that these Amended and Restated Bylaws were approved by at least five (5) members of the Board of Directors at a duly held meeting of the Board on the _____ day of _____, 20____.

GREEN VALLEY TOWNHOUSE VI HOMEOWNERS, INC.,
an Arizona non-profit corporation

By: _____
Its: President

ATTEST:

Secretary

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

STATE OF ARIZONA)
) ss:
County of Pima)

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20____, by _____, as President of Green Valley
Townhouse VI Homeowners, Inc., an Arizona non-profit corporation.

Notary Public

STATE OF ARIZONA)
) ss:
County of Pima)

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20____, by _____, as Secretary of Green Valley
Townhouse VI Homeowners, Inc., an Arizona non-profit corporation.

Notary Public