

AMENDED AND RESTATED

BYLAWS OF

LADERA BRISAS HOMEOWNERS ASSOCIATION, INC.

an Arizona non-profit corporation

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1
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3 **AMENDED AND RESTATED BY-LAWS OF**
4 **LADERA BRISAS HOMEOWNERS ASSOCIATION, INC.**
5

6 **ARTICLE I.**
7 **INTRODUCTION**
8

9 1.1 Scope. These Bylaws shall govern the operation of Ladera Brisas Homeowners
10 Association, Inc. (the "Association"), an Arizona nonprofit corporation created pursuant to the
11 Articles of Incorporation under the provisions of Title 10, Chapter 25 of the Arizona Revised
12 Statutes. The use of the Property for the benefit of the Members is governed by the Amended
13 and Restated Declaration of Covenants, Conditions and Restrictions for Ladera Brisas, and all
14 amendments thereto (the Declaration"). All references to the Declaration shall include any
15 amendments.
16

17 1.2 Principal Office. The principal office of the Association shall be located in Pima
18 County, Arizona. Meetings of Members and Directors may be held at any place within the State
19 of Arizona, County of Pima which is designated by the Board of Directors.
20

21 **ARTICLE II.**
22 **DEFINITIONS**
23

24 Capitalized terms used in these Bylaws without definition shall have the meanings
25 specified for such terms in the Declaration. As used in these Bylaws, the term "Eligible Votes"
26 means the total number of votes entitled to be cast by Members as of the record date for
27 determining the Members entitled to vote at a meeting or with respect to any other lawful
28 action including, but not limited to, action by written ballot or written consent. "Governing
29 Documents" means the Declaration, these Bylaws, the Articles, and the Association Rules. The
30 term "majority" means 50% + 1 when referring to necessary votes for approval of an action.
31

32 **ARTICLE III.**
33 **MEMBERSHIP**
34

35 3.1 Members. A Member is a person who is entitled to membership as set forth in
36 the Declaration. Where title to a Lot is held in more than one name, such owners shall be
37 deemed to be one Person for the purpose of membership in the Association. Membership in
38 the Association is subject to the following restrictions and qualifications:
39

40 3.1.1 The transfer of title to any Lot automatically transfers the Membership to
41 the new Owner.
42

1 are announced at the meeting at which the adjournment is taken. At the adjourned meeting,
2 the Association may transact any business which might have been transacted at the original
3 meeting. However, if the adjournment is for more than 30 days, a notice of the adjourned
4 meeting shall be given to each Member. By attending a meeting, a Member waives any right
5 he/she may have to object to the meeting on the basis that the meeting was not noticed in
6 accordance with the Bylaws or statutes of the State of Arizona.
7

8 4.4 Quorum. Except as otherwise provided in the Governing Documents, the
9 presence in person or by absentee ballot of Members entitled to cast at least 1/10th of the
10 votes in the Association shall constitute a quorum at any meeting of the Members. If a
11 quorum is not present at any meeting, the Members who are entitled to vote at the meeting
12 can vote to adjourn the meeting in accordance with the applicable provisions of Section 4.3.
13

14 4.5 Procedures for Meetings. The President shall preside over all meetings of the
15 Members. If the President is not present, then the Vice President shall preside over the
16 meeting. The Secretary (or his or her designee) shall attend each meeting of the Members and
17 take and prepare minutes reflecting the actions taken at the meeting. If the Secretary (or his or
18 her designee) is not present, then the Chair of the meeting shall appoint another person or
19 officer to act as the recording secretary and to perform the functions of the Secretary. The
20 presiding officer may designate the Association's Attorney as the presiding officer at any
21 meeting of Members at his or her discretion.
22

23 **ARTICLE V.**
24 **VOTING**
25

26 5.1 Voting Rights. Regardless of the number of individual owners, there shall be one
27 vote allowed for each Lot. When more than one Person holds an interest in any Lot, the vote
28 for that Lot or Parcel shall be exercised as agreed upon by the Owners, but in no event shall
29 more than one vote per Lot be cast. If the owners of a Lot or Parcel cannot agree on how to
30 cast any vote, they will lose their right to vote on the matter in question. If any Member casts a
31 vote on a particular matter, it will conclusively be presumed for all purposes that the Person
32 casting the vote was acting with the authority and consent of all of the Owners of the Lot or
33 Parcel, unless an objection by any other Owner is made at the time the vote is cast. In the event
34 that more than the allocated votes are cast for a particular Lot or Parcel, none of the votes shall
35 be counted and all of the votes shall be deemed void.
36

37 5.1.1 At any meeting of the Members, the Members shall be entitled to vote on
38 each matter brought before the membership. A majority of the Eligible Votes cast by the
39 Members at such meeting, provided there is a quorum, shall be the act of the membership,
40 except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws or
41 by statute.
42

1 5.1.2 Voting for the members of the Board of Directors shall take place, in
2 accordance with these Bylaws by written ballot (without a meeting), or by voting at the Annual
3 Meeting in person or by absentee ballot, and the results shall be made known upon the
4 tabulation and certification of the election.

5
6 5.2 Voting Procedure.

7
8 5.2.1 Absentee Ballots. The Board shall provide for votes to be cast by
9 absentee ballot at any meeting of the Association. When absentee ballots are used, the
10 following procedure shall apply:

11
12 5.2.1.1 The ballot shall set forth each proposed action to be taken at
13 the meeting.

14
15 5.2.1.2 The ballot shall provide an opportunity to vote for or against
16 each proposed action.

17
18 5.2.1.3 The ballot is valid for only one specified election or meeting of
19 the Members and expires automatically after the completion of the
20 election or meeting.

21
22 5.2.1.4 The ballot must specify the time and date by which the ballot
23 must be delivered to the Board in order to be counted. Ballots received
24 after this date shall not be counted.

25
26 5.2.1.5 Ballots must be sent to Members at least 10 days but not
27 more than 30 days prior to the date of the election or vote on an issue,
28 and the date set for the tabulation of the ballots shall be stated on the
29 ballot.

30
31 5.2.1.6 Absentee ballots shall be valid for the purpose of establishing
32 a quorum for the vote or election.

33
34 5.2.1.7 The absentee ballot cannot authorize another person to cast
35 votes on behalf of the Member.

36
37 5.2.2 Written Ballot. Any action that the Association Members may take at any
38 annual or special meeting may be taken without a meeting if the Association delivers a written
39 ballot to every Member entitled to vote on the matter.

1 5.2.2.1 A written ballot shall:
2

3 (A) Set forth each proposed action.
4

5 (B) Provide an opportunity to vote for or against each
6 proposed action.
7

8 5.2.2.2 Approval by written ballot is valid only if both:
9

10 (A) The number of votes cast by ballot equals or exceeds the quorum
11 required to be present at a meeting authorizing the action.
12

13 (B) The number of approvals equals or exceeds the number of votes
14 that would be required to approve the matter at a meeting at which the
15 total number of votes cast was the same as the number of votes cast by
16 ballot.
17

18 5.2.2.3 All solicitations for votes by written ballot shall:
19

20 (A) Indicate the number of responses needed to meet the quorum
21 requirements.
22

23 (B) State the percentage of approvals necessary to approve each
24 matter other than election of directors.
25

26 (C) Specify the time by which a ballot must be delivered to the
27 Association in order to be counted, which time shall not be less than ten
28 (10) days after the date that the Association delivers the ballot.
29

30 5.2.2.4 The determination of eligibility and tabulation of votes shall
31 proceed under the supervision of the Nominating and Election
32 Committee.
33

34 5.2.3 Voting Procedures.
35

36 5.2.3.1 Voting shall proceed under supervision of the Board of
37 Directors or its appointed committee.
38

39 5.2.3.2 The ballot box shall remain sealed until the voting is closed, at
40 which time it shall be opened and the votes tabulated. All ballots
41 received by the Association will be placed in the ballot box immediately
42 upon receipt.

1
2 5.2.3.3 Upon completion of the tabulation of ballots, the results shall
3 be certified to the Board of Directors by the teller(s) and announced to
4 the Membership either at a meeting or, if written ballots are used in the
5 absence of a meeting, by written notification to the Members.
6

7 5.2.3.5 In the event of a tie vote, there shall be a coin toss at the first
8 Board meeting after the election, to break the tie.
9

10 5.3 Proxies. Votes may not be cast pursuant to a proxy at any Association meeting.
11

12 **ARTICLE VI.**
13 **BOARD OF DIRECTORS**
14

15 6.1 Number. There shall be not less than three nor more than nine directors, all of
16 whom must be Members in good standing, meaning that their Assessment accounts shall be
17 current. Co-owners of Lots shall not be entitled to serve on the Board of Directors at the same
18 time. All Directors shall have all of the rights, remedies, privileges and authority accorded to
19 directors of the Association by the Governing Documents and by applicable law.
20

21 6.2 Election of the Board of Directors. Directors shall be elected by a secret ballot in
22 accordance with Article V of these Bylaws. The candidates receiving the highest number of
23 votes up to the number of directors to be elected, shall be elected. All candidates shall be
24 Members in good standing. Prior to the Annual Meeting, the Board of Directors shall determine
25 the number of directors to be elected in the annual election. The Board shall then inform the
26 Members that it is assembling a list of names of Owners or others who desire to serve on the
27 Board for the coming term. After the Board has determined which Owners or others are willing
28 to serve on the Board, it shall prepare a ballot and the vote shall proceed in accordance with
29 Article V.
30

31 6.3 Term of Office. All directors shall be elected for a one-year term or until their
32 successors are elected and qualify. Directors may success themselves indefinitely.
33

34 6.4 Place of Meetings. The Board may hold its meetings at any place designated by
35 the Board of Directors.
36

37 6.5 Regular Meetings. The first organizational meeting of a newly-elected Board shall
38 be held within 10 days of election at such place as shall be fixed by the Directors. Regular
39 meetings of the Board will be held at least two times per year with at least three days' notice to
40 the directors. Notice of all Board meetings shall be given to Association Members in

1 accordance with applicable law.¹ Notice to Members of a meeting of the Board is not required
2 if emergency circumstances require action by the Board before notice can be given. Any such
3 action will be reviewed at the next regular Board meeting and entered into the minutes of said
4 meeting. The failure of any Member to receive actual notice of a Board meeting does not affect
5 the validity of any action taken at that meeting.

6
7 6.6 Special Meetings Notice. Special meetings of the Board shall be held whenever
8 called for in writing, by the President of the Association or by any two members of the Board of
9 Directors other than the President. The notice of any special meeting of the Board of Directors
10 shall state the time, place and purpose of the meeting. Notice of any special meeting shall be
11 sent to each Director either by mail, facsimile, or any other form of recorded communication,
12 by telephone, or delivered personally not later than three days prior to the scheduled time of
13 the meeting. Notice of special meetings of the Board also shall be given to the Association
14 Members in accordance with applicable law.¹ A written waiver of notice signed by a director,
15 whether given before or after the meeting to which it relates, shall waive any right to challenge
16 the proper notice for the meeting. Attendance of a director at a special meeting of the Board
17 shall constitute a waiver of notice of such meeting, except when he/she attends the meeting
18 for the express purpose of objecting to the transaction of any business or because the meeting
19 is not lawfully called or convened.

20
21 6.7 Quorum. A majority of the Board, present in person, at any meeting of the Board
22 shall constitute a quorum for the transaction of business at such meeting. Except as otherwise
23 stated in these Bylaws, and except as provided for by law, the vote of a majority of the
24 Directors present at any meeting where a quorum is present shall be the act of the Board. In
25 the absence of a quorum, a majority of the Directors present at the meeting may adjourn the
26 meeting to another time or place.

27
28 6.8 Organization. At each meeting of the Board, the President, or if he/she is not
29 present, then the Vice President, or if he/she is not present, then a Director chosen by a
30 majority of the Directors present, shall act as the Chair and preside over such meeting. The
31 Secretary, or if he/she is not present, any person which the Chair appoints, shall act as the
32 Secretary and keep the minutes.

33
34 6.9 Action by Directors Without a Meeting. Any action required or permitted to be
35 taken by the Board of Directors may be taken without a meeting if all of the members of the
36 Board of Directors consent, in writing, to such action. Such consents shall be announced at and
37 filed with the minutes of the next Board meeting. Any action by written consent has the same

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

1 force and effect as any vote of the directors. Action without a meeting may be taken only when
2 it is not possible to assemble a quorum for a meeting and Board action is required for
3 immediate Association business.
4

5 6.10 Resignations. Any director may resign at any time by giving notice of his/her
6 resignation to the Board of Directors. Any resignation becomes effective at the time specified in
7 the notice, and if the time is not stated in the notice, it shall take effect immediately upon its
8 receipt by the President or the Secretary. Unless otherwise specified in the notice, the
9 acceptance of such resignation is not necessary to make it effective. In the event that any
10 director is absent from three consecutive Board meetings or is delinquent in the payment of
11 his/her Assessments due to the Association for more than 90 days, without being excused by
12 the President for good cause, he/she shall be deemed to have resigned from office and his/her
13 successor shall be appointed to fill the unexpired term.
14

15 6.11 Removal of Directors. The Members, by a majority vote of Members entitled to
16 vote and voting on the matter at a meeting of the Members called pursuant to these Bylaws, at
17 which a quorum is present, may remove any Director from the Board with or without cause.
18 For purposes of calling for removal of a Director, the following apply:
19

20 6.11.1 On receipt of a petition that calls for removal of a Director and that is
21 signed by the Members entitled to cast at least 25% of the votes in the Association, the Board
22 shall call and provide written notice of a special meeting of the Association as prescribed by
23 these Bylaws.
24

25 6.11.2 The special meeting shall be called, noticed and held within 30 days
26 after the Board's receipt of the petition.
27

28 6.11.3 For purposes of a special meeting called pursuant to this Section, a
29 quorum is present if the number of Members to whom at least 20% of the votes in the
30 Association is allocated is present at the meeting in person or by absentee ballot.
31

32 6.11.4 If a civil action is filed regarding the removal of a Director, the
33 prevailing party in the civil action shall be awarded its reasonable attorney fees and costs.
34

35 6.11.5 The Board shall retain all documents and other records relating to the
36 proposed removal of any Director for at least one year after the date of the special meeting and
37 shall permit Members to inspect those documents and records pursuant to these Bylaws and
38 applicable law.
39

40 6.11.6 A petition that calls for the removal of the same Director shall not be
41 submitted more than once during each term of office for that member.
42

1 6.12 Vacancies on the Board.
2

3 6.12.1 Any vacancy on the Board of Directors may be filled by the vote of a
4 majority of the remaining Directors even if the remaining Directors do not constitute a quorum.
5 Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of
6 the vacancy that has been filled. The Board shall fill a vacancy under this Section within 60
7 days from the Board or removal meeting at which the vacancy becomes official. During any
8 period when the Board has a vacancy, the quorum shall be a majority of the remaining
9 Directors and the Board may continue to conduct business on behalf of the Association and in
10 accordance with the Governing Documents. At any duly convened special meeting of the
11 membership at which all of the Directors are removed, successors should then and there be
12 elected to fill the vacancies thus created.
13

14 6.12.2 When one or more directors resign from the Board, effective at some
15 date in the future, a majority of the directors, including those who have submitted their
16 resignation, may vote to fill the vacancy with the term of the newly-appointed directors
17 scheduled to begin on the date the resignation becomes effective.
18

19 6.12.4 If a vacancy occurs because of the death or resignation of a director, or
20 for any other reason, leaving the Association with no directors in office, then any Member may
21 call a special meeting of Members solely for the purpose of electing directors.
22

23 6.12.5 If a director fails to assume his/her position because of death,
24 disability or declination prior to the beginning of the term to which he/she was elected, then
25 the person who received the next highest number of votes shall succeed to that position. If
26 there were no unelected candidates, the other directors shall fill the vacancy in accordance
27 with Section 6.12.1.
28

29 6.13 Indemnification of Directors and Officers. The Association shall indemnify any
30 officers and directors against all expenses incurred by them (including but not limited to legal
31 fees, judgments and penalties) in any legal action brought against any of them and arising from
32 any action or omission alleged to have been committed while acting within their scope of
33 authority as an officer or director of the Association. Whenever any officer or director seeks
34 indemnification from the Association, the Board of Directors shall, at its next regular or at any
35 special meeting held within a reasonable time after the request is made, determine in good
36 faith whether that person acted, failed to act, or acted willfully, with gross negligence or with
37 fraudulent or criminal intent. If the Board of Directors determines in good faith that the person
38 did not act willfully or with gross negligence or with fraudulent or criminal intent, then it shall
39 indemnify that person; provided, however, that the Association has the right to refuse to
40 indemnify any person to whom indemnification would otherwise be provided, if that person
41 unreasonably refuses to permit the Association, at its own expense and through counsel of its
42 own choosing, to defend him/her in the action.

1
2 **ARTICLE VII.**
3 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

4 7.1 Authority of the Board. The Board of Directors has all the powers of an Arizona
5 non-profit corporation, subject only to such limitations upon the exercise of such powers as are
6 expressly set forth in the Governing Documents. The Board has the power to do any and all
7 lawful things which may be authorized, required or permitted to be done by the Association
8 under and by virtue of the Governing Documents and applicable law, and to do and perform
9 any and all acts which may be necessary or proper for or incidental to, the exercise of any of the
10 express powers of the Association.

11
12 7.2 Powers. Without being limited to the generality of Section 7.1, the Board of
13 Directors has the power to:

14
15 7.2.1 Hold and administer the assets and direct, control, manage and supervise
16 business and affairs of the Association.

17
18 7.2.2 Enforce all applicable provisions of the Governing Documents.

19
20 7.2.3 Make and publish architectural and design standards, and rules and
21 regulations within the authority set forth in the Articles of Incorporation, these Bylaws, and the
22 Declaration, and to establish penalties (including but not necessarily limited to fines, probation
23 and/or suspension of membership or voting privileges) for the infraction thereof. There shall be
24 copies of the complete architectural and design standards, and rules and regulations available
25 for purchase or inspection by any Member of the Association upon request.

26
27 7.2.4 Employ or terminate the services of any independent contractor, a
28 managing agent or such other personnel and employees as the Board deems necessary, and to
29 prescribe their duties.

30
31 7.2.5. As more fully provided in these Bylaws and the Declaration to:

32
33 7.2.5.1 Establish and collect the amount of all Assessments from each
34 Member.

35
36 7.2.5.2 Perfect and foreclose a lien against any property for which
37 Assessments are not paid, or to bring an action at law against the
38 Member personally obligated to pay the same.

39
40 7.2.5.3 Pay any taxes and assessments which are, or could become, a
41 lien on the property owned by the Association.

1 7.2.6 Contract for goods and/or services for the Common Areas, facilities, and
2 property for which the Association is responsible, and for the legal interests and administration
3 of the Association.
4

5 7.2.7 When permitted by law, represent the Association before any and all
6 governmental or quasi-governmental agencies, offices, groups or bodies in conjunction with
7 any matters bearing upon or affecting the quality of life and property values of the
8 Association's Members, including but not necessarily limited to all planning and zoning, fire
9 protection, street lighting, public utility and similar regulatory agencies.
10

11 7.2.8 To grant and convey to any Person easements, licenses, rights-of-way, or
12 strips of land in, on, over or under any Common Areas for the purpose of constructing, erecting,
13 operating or maintaining thereon, therein and thereunder: (i) roads, streets, walks driveways,
14 parkways, and park areas; (ii) temporary overhead or permanent underground lines, cables,
15 wires, conduits, or other devices for the transmission of electricity, cable tv, internet services,
16 or for any other purpose; (3) sewers, storm drains and pipes, water systems; and (iv) any similar
17 public or quasi-public improvements or facilities.
18

19 7.2.9 To maintain and repair any private water system, drainage and other
20 easements, roads, roadways, roadway rights-of-way, parking lots, median strips, entry details,
21 walls or other areas not maintained by governmental entities.
22

23 7.3 Duties. It is the duty of the Board of Directors to:
24

25 7.3.1 Supervise all officers, agents and employees of this Association, and
26 ensure that their duties are properly performed.
27

28 7.3.2 Procure and maintain adequate liability and hazard insurance on property
29 owned by the Association, and, in its discretion, errors and omissions insurance on behalf of its
30 Officers and Directors.
31

32 7.3.3 Provide for the operation, care, upkeep and maintenance of all of the
33 Common Areas. The Board shall determine all major maintenance and repair expenses on the
34 basis of at least three (3) independent bids, whenever possible.
35

36 7.3.4 To borrow money on behalf of the Association when required for the
37 improvement, operation, upkeep and maintenance of the Common Areas, or for any other
38 purpose, and to assign the Association's right to future income as collateral, including the right
39 to receive common expense assessments.
40

41 7.3.4 Distribute a summary of the budget for each fiscal year to the
42 membership not less than 30 days prior to the beginning of the fiscal year.

1
2 7.3.5 Approve the annual operating budget for the Association which shall
3 include, but not necessarily be limited to the following: Estimated revenue and expenses, and
4 the annual cash reserves available for replacement and major repairs of the Association's
5 facilities.

6
7 7.3.6 Comply with applicable state law² with respect to periodic audit, review or
8 compilation of the Association's financial records, at the discretion of the Board. If the services
9 of a certified public accountant are retained, he or she shall be appointed by the Board and
10 paid by the Association.

11
12 7.3.7 Perform any other duties or functions which are required in the Governing
13 Documents or applicable law.

14
15 7.4 DAMAGE AND DESTRUCTION TO COMMON PROPERTY In the case of damage
16 by fire or other casualty to the Common Property, all insurance proceeds arising out of such
17 damage shall be paid to the Association, and upon receipt of such insurance proceeds, the
18 Association shall commence the rebuilding of the damaged property to its former condition. All
19 insurance proceeds shall be administered in the manner hereafter provided in Paragraphs 7.4.1
20 and 7.4.2.

21
22 7.4.1 Destruction - Insurance Proceeds. If insurance proceeds do not
23 exceed the sum of \$25,000.00, and the cost of repairing or rebuilding the Common Property
24 does not exceed the amount of available insurance proceeds by more than \$5,000.00, such
25 insurance proceeds shall be paid to the Association, which thereupon shall contract to repair or
26 rebuild all the Common Property so damaged. If the insurance proceeds are insufficient to pay
27 all of the costs of repairing or rebuilding the damage, the Association shall levy a
28 Reconstruction Assessment on all Owners to make good any deficiency.

29
30 4.17.2 Reconstruction. If insurance proceeds exceed \$25,000.00, or the cost
31 of repairing or rebuilding the Common Property exceeds available insurance proceeds by more
32 than \$5,000.00, then:

33
34 (A) The insurance proceeds arising out of damages to said property shall be paid
35 to the Association to be held in a separate bank account. The money shall be
36 used for repair of the damaged property

37
38 (B) The Board shall obtain firm bids from two or more responsible contractors,

²Currently, A.R.S. §33-1810 requires the Board to provide for an annual financial audit, review or compilation of the Association's financial records.

1 to rebuild the affected portion of the Common Property in accordance with the
2 original plans and specifications with respect thereto and shall, as soon as
3 possible thereafter, call a special meeting of the Owners to consider such bids.
4 At such special meeting, the Owners may by 2/3rd of the votes cast at the
5 meeting choose to reject such bids and thus determine not to rebuild. Failure to
6 thus reject such bids shall be deemed acceptance of such bid as may be selected
7 by the Board.
8

9 (C) If a bid is accepted, the Association shall levy a Reconstruction Assessment
10 on the Owners to make up the deficiency between the total insurance proceeds
11 and the contract price of repairing or rebuilding the damaged property and such
12 Assessment and insurance proceeds, shall be used for such rebuilding. Such
13 Assessments may be made due in installments on such dates as the Association
14 may designate over a period not to exceed 20 years and the Association may
15 borrow money to pay the aforesaid deficiency, and may secure such loan by an
16 assignment of its right to collect Assessments, or by a pledge of any personal
17 property held by it in trust for Owners, or by both.
18

19 (D) If the Owners elect not to rebuild, the insurance proceeds shall be retained
20 by the Association for use in performing its functions under the Governing
21 Documents.
22

23 **ARTICLE VIII.**
24 **OFFICERS**
25

26 8.1 Selection. The officers of the Association shall be a President, Vice President,
27 Secretary and Treasurer. Any office may be combined with any other office, except the office
28 of President. At the first Board meeting held after the Annual Meeting each year, the Directors
29 shall elect the officers of the Association, who shall serve during that calendar year and until
30 their successors are chosen. Officers are not prohibited from succeeding themselves in office.
31

32 8.2 President. The President shall be the chief executive officer of the Association.
33 He/She shall preside at all meetings of the Association and the Board of Directors. He/She shall
34 have all of the general powers and duties which are usually vested in the office of President of a
35 corporation, including but not limited to the power to appoint committees from among the
36 Owners from time to time as he/she may in his/her discretion decide is appropriate to assist in
37 the conduct of the affairs of the Association. He/She shall see that orders and resolution of the
38 Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and
39 agreements; and shall co-sign all promissory notes.
40

41 8.3 Vice President. The Vice President has such powers and performs such duties as
42 the President or the Board may from time-to-time prescribe and shall perform such other

1 duties as may be prescribed by these Bylaws. At the request of the President, or in case of
2 his/her absence or inability to act, the Vice President shall perform the duties of the President
3 and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the
4 President.

5
6 8.4 Secretary. The Secretary (or his or her designee) shall record the votes and keep
7 the minutes of all meetings and proceedings of the Board and of the Members; provide notice
8 of meetings of the Board and of the Members; keep appropriate current records showing the
9 Members of the Association together with their addresses, and shall perform such other duties
10 as required by the Board. The Secretary (or his or her designee) shall ensure that all the
11 proceedings of the membership, and the Board of Directors, are recorded in one or more books
12 kept for that purpose. The Secretary (or his or her designee) is the custodian of all contracts,
13 deeds, documents, all other indicia of title to properties owned by the Association and of its
14 corporate records (except accounting records). Upon request, the Secretary (or his or her
15 designee) shall make the records of the Association which are not in the custody of the
16 Treasurer, available for inspection, at all reasonable times to any Director or Member. All
17 records of the Association shall be kept and maintained at the Association's principal office.

18
19 8.5 Treasurer. The Treasurer is responsible for supervising all of the funds and
20 securities of the Association, official records, documents, ledgers and accounts involving the
21 financial business of the Association. All financial records and documents shall be kept and
22 maintained at the Association's principal office. The Treasurer shall see to it that the
23 Association's funds are deposited to the account of the Association in such bank(s) which are
24 federally insured and/or shall use said funds to purchase U.S. Treasury Notes, Certificates of
25 Deposits or other obligations of the Federal Government or agencies thereof, as designated by
26 the Board of Directors. The Treasurer (or his or her designee) shall prepare the annual budget
27 for the Association. The Treasurer also shall issue financial statements when required, and
28 perform such other duties as ordinarily pertain to that office. The Board of Directors may
29 appoint an Assistant Treasurer who shall, in the absence or incapacity of the Treasurer, have
30 the powers, duties and the responsibilities of the Treasurer. The Treasurer shall sign all checks
31 and promissory notes of the Association. The Board may require the signature of two members
32 of the Board for disbursement of Association funds.

33
34 8.6 Bonding. At the Board's discretion, all officers, directors, committee chairs and
35 members and employees, who are in any way involved in the handling of Association funds, and
36 the paid managerial personnel of the Association shall be bonded or insured in a sum to be
37 determined by the Board of Directors.

38
39 8.7 Compensation. No compensation shall be paid to officers or directors for their
40 services as officers and directors. No remuneration shall be paid to any officer or directors for
41 services performed by him/her for the Association in any other capacity, unless a resolution

1 authorizing such remuneration is unanimously adopted by the Board of Directors before the
2 services are undertaken.

3
4 8.8 Removal. Any officer may be removed from office by the majority vote of the
5 directors at any regular or special meeting called for that purpose, whenever, in the Board's
6 judgment, the best interests of the Association will be served by the removal. The removal of a
7 person as an officer does not constitute a removal of that person from the Board of Directors,
8 unless he/she is removed from the Board by the Members or directors, as set forth herein.

9
10 8.9 Vacancies. If any office becomes vacant by removal, death, resignation,
11 retirement, disqualification, or any other cause, the majority of the directors may elect an
12 officer from the directors to fill that vacancy, and such officer shall hold office until the election
13 of his/her successor.

14
15 8.10 Special Appointments. The Board may elect such other officers as the affairs of
16 the Association may require, each of whom shall hold office for such period, have such
17 authority, and perform such duties as the Board may, from time-to-time, determine.

18
19 **ARTICLE IX.**
20 **COMMITTEES**

21
22 At the its first meeting following the annual election of the Board of Directors, the Board
23 shall form such committees as required by the Declaration or these Bylaws, or as it deems
24 necessary to properly and effectively carry on the affairs of the Association. Any committee
25 member may be removed from a committee, with or without cause by a majority vote of the
26 Board, provided a quorum is present.

27
28 **ARTICLE X.**
29 **PROCEDURE FOR AMENDMENT**

30
31 11.1 Amendment. These Bylaws may be amended at a regular or special meeting of
32 the Members or by written ballot, by a vote of 2/3rds of the Members who have submitted
33 ballots, provided the quorum requirement is met.

34
35 11.2 Prior Bylaws Superseded. These Bylaws shall amend, restate, and supersede all
36 prior Bylaws of the Association, and all prior amendments thereto.

ARTICLE XI.
GENERAL PROVISIONS

12.1 Conflicting Provisions In the case of any conflict between the Articles and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

12.2 Designation of Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the last day of December of every year.

12.3 Books and Records. The Governing Documents together with the books and records of account and membership, and minutes of Association and Board meetings shall be available for inspection by any Member during reasonable business hours at the principal office of the Association. Copies of the Governing Documents may be purchased by Members at a reasonable cost. The Association may charge a reasonable fee for production and photocopying of books and records requested by a Member.

IN WITNESS WHEREOF, the undersigned certify that this Declaration was approved by the vote or written consent of the Owners of not less than 67% of the Dwelling Units.

LADERA BRISAS HOMEOWNERS ASSOCIATION,
INC., an Arizona non-profit corporation

By: _____
Its: President

ATTEST:

By: _____
Its: Secretary

1 STATE OF ARIZONA)
2 : ss:
3 County of Pima)
4

5 SUBSCRIBED AND SWORN TO before me this _____ day of
6 _____, 2015, by _____, President of
7 LADERA BRISAS HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation, on
8 behalf of the corporation.
9

10
11
12 _____
13 Notary Public
14

15
16 STATE OF ARIZONA)
17 : ss:
18 County of Pima)
19

20 SUBSCRIBED AND SWORN TO before me this _____ day of
21 _____, 2015, by _____, Secretary of
22 LADERA BRISAS HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation, on
23 behalf of the corporation.
24

25
26
27 _____
28 Notary Public
29
30