

Amended and Restated
Bylaws

for

SpringPointe Homeowners Association, Inc.

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1 Name and Location

The name of the corporation is *SpringPointe Homeowners Association*, referred to as the "Association." The principal office of the Association is located in Green Valley, AZ. Meetings of Members and Directors may be held at such places within the State of Arizona, County of Pima, as may be designated by the Board of Directors.

2 Definitions

The definitions in these Bylaws are the same as the definitions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for *SpringPointe*, a.k.a. *a portion of Colonia de los Alamos* (Per Book 26, Page 9 of Maps and Plats) ("the Declaration").

3 Voting

3.1 **Membership in the Association.** All Owners automatically become members of the Association when a deed to any Lot within the subdivision is recorded vesting title in that person or persons.

3.2 **Transfer of Membership.** Membership of each Owner in the Association is appurtenant to ownership of the Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership to the Lot, and then only to the transferee. Any attempt to make a prohibited transfer is void. Any transfer of ownership of a Lot shall automatically transfer Membership in the Association to the new Owner.

3.3 **Voting.** Each Owner is entitled to one vote for each Lot owned. If there is more than one owner of a Lot, then the vote may be cast as those owners determine, but in no event may more than one vote be cast for each Lot owned. If the owners cannot agree among themselves on how to vote, then the Association has the right to invalidate the vote. The right to vote may not be severed or separated from ownership of a Dwelling Unit, except that any Owner may grant a proxy to another person to vote in their place as provided herein.

- 3.4 **Suspension of Voting Rights.** The voting rights of any Owner are suspended during any period in which the assessment against the Lot remains unpaid or for any violation of the provisions of the Association's Governing Documents.
- 3.5 **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary [or a designated agent of the Association] at least twenty four (24) hours prior to the date of the scheduled meeting at which the proxy will be used. Proxies become invalid when the Lot is transferred to another person or if the person giving the proxy appears in person at the meeting at which the proxy is to be used.
- 3.6 **Ballots.** If the vote on any matter is by ballot it shall be secret and such ballot shall contain no markings identifying the voter.
- 3.7 **Voting by Mail.** With the exception of the election of directors at the annual meeting, the Board by a two-thirds (2/3) majority vote may obtain the votes of the membership by a mail-in ballot in lieu of voting at any annual or special meeting of the members.

4 Administration

4.1 **Association Responsibilities.** The Association is responsible for administering the common areas or common property; preparing long-range goals and annual budget; establishing and collecting assessments; and performing such other responsibilities as set forth in the Governing Documents. In general, the Association is the representative of each Owner for every problem which affects more than one (1) Dwelling Unit.

4.2 Meetings of Owners.

4.2.1 Annual Meetings

4.2.1.1 **Date and Time.** The Annual Meeting of the Members shall be held during the first calendar quarter of each year at a time and place convenient to the Owners, as designated by the Board of Directors.

4.2.1.2 **Order of Business.** The order of business at the Annual Meeting of the Association shall be as follows:

- Roll call
- Proof of notice of meeting or waiver of notice
- Reading of the minutes of preceding meeting
- Report of officers
- Report of committees
- Election of directors
- Unfinished business
- New business

4.2.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of twenty percent (20%) of the Members who are entitled to vote. No business shall be transacted at a special meeting except as stated in the notice unless a majority of Owners who are present, in person or by proxy, consent to transacting such other business. In the event that the Owners request a special meeting, those Owners shall provide their request to the Board which shall determine the date, time and place of the special meeting and which shall direct the Secretary of the Association to send the notice of the special meeting to the Members.

4.2.3 **Notice of Meeting.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, by personal delivery or by mailing a copy of the notice, postage prepaid, at least ten (10) days but not more than fifty (50) days before the meeting to each Member entitled to vote, addressed to the Member's address which appears on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4.2.4 **Quorum.** For a quorum to be present at any meeting, fifty-one percent (51%) of the Members entitled to vote must be present in person or by proxy. If a quorum is not present, the Members entitled to vote may adjourn the

meeting to another date and time, by making an announcement during the meeting as well as providing a Neighborhood Watch notice of the meeting's new date, time and place. The Members may continue to adjourn the meeting and reset it to another date and time until a quorum is present. At any adjourned meeting the quorum requirements shall be one-half of the required number for the previous meeting, provided, however, that it must be at least twenty five percent (25%) of the members present in person or by proxy for a quorum to be present. Except as otherwise provided herein, action may be taken by Owners upon the affirmative vote of the Owners having a majority of the total vote present at such meeting either in person or by proxy.

5 Board of Directors

- 5.1 **Powers and Authority of the Board.** The Board of Directors has all the powers of an Arizona non-profit corporation, subject only to any limitations upon the exercise of such powers which are expressly set forth in the Association's Governing Documents. The Board has the power to do any and all lawful acts which may be authorized, required or permitted to be done by the Association by virtue of these Governing Documents, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association.
- 5.2 **Directors.**
- 5.2.1 **Number and Qualifications.** The affairs of this Association shall be conducted by a Board of Directors comprised of six (6) Owners.
- 5.2.2 **Election.** The Directors shall be elected by secret ballot during the Annual Meeting of the Association by a majority of a quorum of the Owners present, either in person or by proxy.
- 5.2.3 **Term of Office.** The Directors shall serve staggered two (2) year terms. Directors may not serve more than three (3) consecutive terms unless there is a two year period between terms during which the person is not serving as a Director.

There shall not be more than one (1) Director from any one Dwelling Unit.

5.3 **Nominating Committee.** The Board shall appoint a Nominations and Elections Committee at least ninety (90) days before the Annual Meeting. The committee is to report the nominations to the Board at least thirty (30) days before the annual meeting for acceptance and publication,

5.3.1 The Committee shall compile a list of Owners for election to the Board who will be elected at the forthcoming Annual Meeting. This list shall contain no less than the minimum number of vacancies that are to be filled during the election. In addition, Owners may be nominated from the floor during the Annual Meeting of the Association.

5.3.2 The Nominations and Elections Committee shall consist of three or more Owners who are responsible for counting and verifying the ballots collected and shall serve through the close of the Annual Meeting.

5.4 **Vacancies.** Vacancies on the Board caused by any reason other than the removal of a Director by vote of the Owners shall be filled and appointed by the majority of the remaining Directors, even though they make up less than a quorum. Each person appointed as a Director shall serve out the term of the person they are replacing.

5.5 **Removal of Directors.**

5.5.1 **By Vote of the Members.** Any Director may be removed from the Board by a majority vote of the Members of the Association, voting in person or by proxy at any Annual meeting or any special meeting held for that purpose. The members requesting the removal of a Director must submit a petition to the Secretary which has been signed by the Owners of at least ten percent (10%) of the Lots. The Secretary shall be responsible for determining the date and time of a special meeting [which must be scheduled not later than thirty (30) days after receipt of the petition] and for sending notices of the meeting to the Members. Any Director whose removal has been proposed shall be entitled to address the Members prior to the vote on the removal.

In the event of the removal of a Director, a successor shall be selected by the vote of the Members at the meeting and such successor shall be elected to fill the unexpired term of the Director who was removed.

- 5.5.2 **By Vote of the Directors.** The Board shall declare the office of a member of the Board to be vacant if that Director is absent, without prior notice, from three (3) regular meetings of the Board without a showing of good cause for their absence.

6 Meetings of Directors

- 6.1 **Organizational Meeting.** The first meeting of a newly elected Board of Directors shall be an Organizational Meeting held within ten (10) days after the election. The time and place for such meeting shall be determined immediately by the newly elected Directors and no notice shall be necessary for the Directors to legally hold such meeting provided a majority of the Board is present. Only organizational business may be conducted during this meeting.
- 6.2 **Regular Meetings.** Regular meetings of the Board of Directors may be held at a time and place which is determined by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year.
- 6.3 **Notice of Directors Meetings.** Notice of regular meetings of the Board shall be given to each Director and homeowner, personally, by mail, telephone or any electronic means such as fax or e-mail at least three (3) days prior to the day set for such meeting.
- 6.4 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or upon the written request of at least two (2) Directors. Three (3) days notice shall be provided to each Director. Notice may be given personally, by mail, telephone, or by electronic means such as fax or e-mail. The notice shall state the date, time, place and purpose of the meetings. A majority of the Directors may waive the three (3) day notice requirement for calling a special meeting and convene a special meeting at such date, time and place as agreed upon by the majority of Directors.

6.5 Quorum.

- 6.5.1 At all meetings of the Board of Directors, a majority of the Directors present in person constitutes a quorum for the transaction of business which shall follow a subset Robert's Rules of Order as defined by the Board, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board of Directors.
- 6.5.2 If at any meeting of the Board less than a quorum is present, the majority of those present may adjourn the meeting. Any adjourned meeting may be rescheduled. If a quorum is present at the rescheduled meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

7 Authority and Duties of the Board

- 7.1 Powers. The Board has the authority to:
 - 7.1.1 Adopt and publish rules, regulations and guidelines governing the use of the Common Area, the personal conduct of Members and their guests, renters or lessees.
 - 7.1.2 Retain contractors to provide services to the Association (legal, accounting, secretarial, waste collection, landscaping, etc.) as the majority of the Board deems necessary for the health, safety and well-being of the Association and its Members.
 - 7.1.3 Grant and convey to any person/entity easements or rights-of-way as set forth in Article IV of the Declaration.
 - 7.1.4 Construct new improvements or additions to the common areas or demolish or replace existing improvements as set forth in the Governing Documents.

- 7.2 **Duties.** The duties of the Board shall include, but are not limited to the following:
- 7.2.1 Keeping complete records of all its acts and corporate affairs along with presenting a financial statement to the Members at the annual meeting of the Members.
 - 7.2.2 Maintaining and enforcing all insurance requirements as set forth in the Declaration.
 - 7.2.3 Collecting assessments from Owners as set forth in the Declaration.
 - 7.2.4 Preparing and adopt an annual budget for the Association.
 - 7.2.5 Obtaining at least three (3) independent bids for administrative and insurance expenses, with the exception of the grounds contract; maintenance, repair, and replacement of the Common Area and facilities; which exceed \$3,000 per project per contract. Review all bid specifications and a list of prospective bidders on the projects prior to delivery of the specifications. Review all bids subsequently received, and proposed contracts, prior to letting any contract.
 - 7.2.6 Causing an annual review of the Association books which shall include a statement of actual income and expenditures and a balance sheet.
 - 7.2.7 Overseeing all officers and agents of the Association, including Committee Members and Chairs, approve and issue guidelines and ensure that their duties are properly performed.
 - 7.2.8 Establishing and maintaining architectural control as set forth in the Declaration.
 - 7.2.9 Enforcing, at its discretion, any and all use restrictions and all provisions as set forth in the Declaration.
- 7.3 **Management.** The Board shall control, maintain, manage and improve the common property as provided in the Governing Documents. Such right and power of control and management is

exclusive. In managing the common property, the Association accepts all responsibility for the control and maintenance of such common property including but not limited to paying taxes on Common Areas.

- 7.4 **Taxes.** Owners shall pay all real estate and personal property taxes which may be assessed against their respective Dwelling Units. The Association shall pay all taxes levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to Owners.
- 7.5 **Authorized Payments by the Association.** The Board has the exclusive authority to make payments out of the Association's funds for the benefit of each Owner; this authority shall include but shall not be limited to the following:
- 7.5.1 Water and Utility service for the common areas;
- 7.5.2 All goods, materials, supplies, labor, services, maintenance, repair, alterations, reconstruction and insurance which the Board is authorized to obtain and pay for pursuant to the Governing Documents, or which are authorized by the Owners.
- 7.5.3 Workers' Compensation Insurance to the extent necessary to comply with any applicable laws.
- 7.5.4 Legal, accounting and other services contracted for by the Board.

8 Officers

- 8.1 **Designation.** The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Directors. Except for the office of President or Secretary, any number of offices may be held by the same person unless the Articles or these Bylaws otherwise provide.
- 8.2 **Election of Officers.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board.

- 8.3 **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for that purpose.
- 8.4 **President.**
- 8.4.1 The President is the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors.
- 8.4.2 The President has all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to power to appoint committees from among the Owners as is appropriate to assist in the conduct of the affairs of the Association.
- 8.5 **Vice President.** The Vice President shall take the place of the President and perform such duties whenever the President is absent or unable to act.
- 8.5.1 If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis.
- 8.5.2 The Vice President shall also perform such other duties as shall be delegated by the Board.
- 8.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; the Secretary shall have charge of such books and papers as the Board of Directors shall direct, and shall in general perform all the duties incident to the office of Secretary. The Secretary may delegate their specific tasks provided that the Secretary supervises the tasks.
- 8.7 **Treasurer.**
- 8.7.1 The Treasurer is responsible for the Association's funds and securities and shall keep full and accurate accounts of all receipts and disbursements in books belonging to the

Association. The Treasurer may delegate their specific tasks provided that the Treasurer supervises the tasks performed.

8.7.2 The Treasurer is responsible for depositing all monies and other valuable effects which are personally collected in the name and to the credit of the Association in such depositories as may be designated by the Board.

8.7.3 All funds of the Association over which the Treasurer has direct control shall only be withdrawn upon the signature of the Treasurer and such other signatures as authorized by the Board.

9 General Provisions

9.1 **Conflict.** If there is a conflict or inconsistency between the provisions of these Bylaws, the Declaration, the Articles of Incorporation, or any recorded amendments thereto, the Declaration shall prevail and supersede such conflicting or inconsistent provisions of these Bylaws. Neither the Association nor the Board of Directors, nor any agent or employee is authorized or empowered to take any action inconsistent with the provisions of the Governing Documents.

9.2 **Amendments to the Bylaws.** These Bylaws may be amended by a vote of a majority of the Members of the Association who are voting at any annual or other meeting of the members at which a quorum is present. Notice of any proposed amendments must be given to the Members at least fifteen (15) days prior to the meeting. To become effective, an amendment must be signed by the President and Secretary of the Association. No amendment of the Bylaws shall be inconsistent with any provision in the Declaration.

9.3 **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 each year.

9.4 **Notices.**

- 9.4.1 Notice to the Members is deemed to be given if it is in writing and delivered to Member by hand or deposited in the U.S. Mail.
- 9.4.2 When any notice is required to be given to a Member, a waiver of that notice, in writing, signed by the person or persons entitled to notice is the equivalent of delivering timely notice to such person.

DATED: March 4, 2003

SpringPointe Homeowners Association, Inc.

By: James C. Bebbins
President

Attest: Katharine M. Vinson
Secretary