

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**SUN CITY GRAND COMMUNITY ASSOCIATION, INC.**

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**AMENDED AND RESTATED BYLAWS  
OF  
SUN CITY GRAND COMMUNITY ASSOCIATION, INC.**

**Article I  
Name Principal Office and Definitions**

- 1.1 Name. The name of the Association shall be Sun City Grand Community Association, Inc. (“Association”).
- 1.2 Principal Office. The principal office of the Association shall be located in Maricopa County Arizona. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.
- 1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Sun City Grand filed in the Office of the County Recorder of Maricopa County, Arizona, as the same may be amended from time to time (“Declaration”).

**Article II  
Association: Membership, Meetings, Quorum, Voting**

- 2.1 Membership. The Association shall have one class of membership as set forth in the Declaration. The provisions pertaining to membership in the Declaration are incorporated herein by this reference.
- 2.2 Place of Meetings. Meetings of the Association shall be held within Sun City Grand or at such other suitable place within Maricopa County, Arizona as may be designated by the Board.
- 2.3 Annual Membership Meeting. An annual meeting shall be held on a date and at a time set by the Board. In the event that a quorum, as defined in section 2.10 of these Bylaws, is not present at an annual meeting, the Association may hold the meeting for informational purposes; provided, however, the Association may not take any action at such meeting unless a quorum is present.
- 2.4 Special Membership Meeting. The President may call a special membership meeting. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members holding at least 10% of the voting power of the Association. In the case of a special meeting held for the purpose of removing directors a meeting shall be called and held as provided in section 3.5 and Arizona law.
- 2.5 Notice of Membership Meeting. The Secretary of the Association shall provide notice of the place, date, time and purpose of any Membership meetings of the Association.

Mailed notices applicable to sections 2.3 and 2.4 shall be deemed delivered when deposited in the United States mail addressed to the Member(s)’ as it appears on the records of the Association, with prepaid postage.

Electronic notices shall be deemed delivered when transmitted to the Member(s)' email address and/or facsimile number on the records of the Association.

The failure of any Member to receive the actual notice shall not affect the validity of any action taken at such meeting.

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

2.7 Adjournment of Membership Meeting. If any membership meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may, without further notice, adjourn the meeting to a date not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in section 2.5.

2.8 Voting. Members shall have such voting rights as set forth in the Declaration. Such voting rights provisions are incorporated herein by this reference. Members may vote at a meeting by ballot, mail or other means as determined by the Board, without the necessity of a meeting, as determined by the Board; provided, however, meetings shall be held when required by the Declaration, these Bylaws or Arizona law. Votes for the election of directors shall be cast by secret ballot. All votes of the Members at meetings shall be subject to the quorum requirements of section 2.10 of these Bylaws.

2.9 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group, as the context may indicate, totaling at least 50% plus one of the total eligible number; unless otherwise provided in these Bylaws.

2.10 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence, in person or by absentee or written ballot, of 10% of the Members of the Association shall constitute a quorum at all membership meetings of the Association. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum; provided, unless otherwise specifically set forth in the Governing Documents, any action for which a vote of the Members at a meeting is required must be approved by at least a majority of the votes required to constitute a quorum.

2.11 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall ensure that minutes of the meeting are kept and that all resolutions adopted at the meeting, as well as all transactions occurring at the meeting, are recorded.

**Article III**  
**Board of Directors**

**A. Composition and Selection.**

3.1 Governing Body Composition. The affairs of the Association shall be managed by a Board of Directors which shall serve as the corporate policy-making body of the Association. Each Director shall have one equal vote. Directors shall be Members or Qualified Occupants; provided, however, no more than one representative from a particular Lot may serve on the Board at the same time. All directors shall complete, prior to commencing service on the Board, such training requirements as established by the Board.

In the case of a Member which is not a natural person, any director, partner, trustee or representative of such Member shall be presumed to be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Member may have more than one such representative on the Board at a time.

3.2 Number of Directors. The number of directors in the Association shall be not less than five nor more than seven. The minimum number of directors required to exercise the full authority of the Board shall be three. All vacancies shall be filled as set forth in section 3.5 of this Article.

3.3 Election of Directors. The Board may appoint an Election Committee. The members of the Election Committee shall be Members or Qualified Occupants.

Applications for election to the Board shall be made in accordance with policies and procedures established, from time to time, by the Board. These policies shall be established no later than 90 days prior to the final voting date of any election. Applications shall be made no later than 35 days prior to the final day of any election.

3.4 Election and Term of Office. Annual elections for directors shall be held in the first three months of each calendar year except for the following:

- (a) If the number of candidates is equal to the number of positions to be filled, no Member voting shall occur and the candidates shall be declared to have been elected.
- (b) If there are fewer candidates than positions to be filled, no Member voting shall occur, the candidates shall be declared to have been elected, and the Board shall be authorized to appoint qualified Members to any remaining positions needing to be filled.

Directors elected at such annual elections shall take office on April 1 of that year. Each director shall be entitled to serve up to three consecutive two-year terms and, after three consecutive two-year terms, must wait at least one year before serving again. A director serving

more than 365 days within a two year term shall be considered as having served a full term. Directors shall serve until their successors are elected or appointed as the case may be.

Each Lot shall be entitled to cast votes equal to the number of positions on which the Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected to fill all of the positions.

3.5 Removal of Directors and Vacancies. Any director may be removed, with or without cause, by a majority vote of those Members voting on the matter at a meeting of the Members in accordance with Arizona law. Any director whose removal is sought shall be given notice prior to any meeting called and noticed in accordance with Arizona law for that purpose or prior to any recall vote. Upon removal of a director, a successor shall be appointed or elected, as applicable, in accordance with Arizona law.

Any director who has three consecutive unexcused absences from Board meetings, who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, who fails or refuses to complete the training requirements referenced in section 3.1, or who is shown to be in violation of the governing documents or any written policy or resolution adopted by the Board, may be removed by the vote of at least two-thirds (2/3) of all directors at a regular or special meeting of the Board at which a quorum is present.

Vacancies on the Board exclusive of those created by a Member vote as described in section 3.5, or in accordance with current Arizona law, shall be filled by appointment. Any director so appointed shall be entitled to serve for the remainder of the term unless removed. If the vacancy commences within 365 days from the end of that term, the Board may choose not to fill the vacancy. Vacancies shall be filled as follows:

- (a) If no directors remain, the general manager is granted the authority to appoint to the Board a person who meets all qualifications for a director and who has previously served as a director, if one is available. If not, any person meeting the qualifications for a director may be appointed.
- (b) A single director shall appoint two individuals meeting the qualifications for directors.
- (c) Three or more directors shall, if required, fill any remaining vacancies, one at a time, assigning each newly appointed director to a specific vacancy. That director shall participate in the filling of any additional vacancies.

**B. Board Meetings.**

3.6 Board Organizational Meeting. Each Board shall hold an organizational meeting within 30 days after elected directors take office.

3.7 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as the Board shall determine, but at least one such meeting shall be held each quarter. The date, time, and place shall be provided as part of the Board meeting notice in accordance with Arizona

law. Other than in executive session Board meetings, Members shall have an opportunity to be heard at a Board meeting prior to any action being taken.

3.8 Special Board Meeting. Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors. The date, time, and place shall be provided as part of the Special meeting notice stating the purpose(s) of the meeting.

3.9 Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held and noticed if: (a) a quorum is present, (b) notice to the Members was provided in accordance with Arizona law; and (c) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of directors present at a meeting at which a quorum is present shall constitute the decisions of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.11 Compensation. No director shall receive any compensation from the Association for acting as such; provided, however, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of the majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

No remuneration shall be accepted by any Board member from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise. Anything of value received shall benefit the Association. Any financial or other interest which a Board member may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Board. The Secretary shall ensure that the minutes are kept of all meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.



3.13 Open Meeting. Subject to the exceptions provided by Arizona law, all meetings of the Board shall be open to all Members. The President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session or call an executive session and may exclude persons to discuss matters in accordance with Arizona law.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consents approved by the Board shall be announced at the next scheduled Board meeting and filed; provided if action is taken in executive session no announcement is required. Failure to give notice shall not render the action taken invalid.

3.15 Video and Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by electronic means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be deemed present at such meeting.

### **C. Powers and Duties**

3.16 Statement of Operational Policy. The primary duty of the Board of Directors shall be to establish the operational policies of the Association and to exercise its powers and duties in a manner which ensures that such policies are carried forth. The Board is not responsible for nor authorized to perform day-to-day operations of the Association. The day-to-day operations of the Association shall be carried out by CAM or agents retained by the Association under the supervision of the Board.

Subject to the Board's responsibilities concerning operational policies, it shall be the policy of the Association, in the interest of the efficient operation of the Association, that the Board refrain from unreasonably interfering with the performance of delegated functions by CAM. In the performance of its duties and responsibilities, the Board shall act as a unified body and no individual member of the Board shall be authorized to speak or act on behalf of the Board unless specifically authorized to do so in writing by the Board.

3.17 Powers. The Board shall have such powers as are necessary and appropriate for the management of the Association's affairs and for ensuring that the duties and responsibilities of the Association as set forth in the governing documents or applicable laws are fulfilled. The Board may do or cause to be done all acts and things as are not prohibited by the governing documents or applicable laws. The Board may delegate powers to committees and CAM.

3.18 Duties. The duties of the Board shall include:

- (a) adopting annual budgets which establish each Owner's share of the Common Expenses and Neighborhood Expenses, if any;

- (b) levying assessments against the Members to fund the Common Expenses and Neighborhood Expenses, if any, and establishing policies governing collection of assessments;
- (c) establishing policies for the operation, care, upkeep, and maintenance of the Area of Common Responsibility and, ultimately, ensuring that such policies are carried forth;
- (d) designating, hiring and dismissing such personnel as are necessary to perform the powers, responsibilities and day-to-day operations of the Association;
- (e) approving a bank depository to receive funds on behalf of the Association and directing that all such funds be so deposited and applied towards the operation of the Association. Any reserve funds may be deposited, in the directors' best business judgment, in institutions other than banks;
- (f) adopting rules and regulations, including the Use Restrictions and amendments thereto, and approving sanctions for infractions thereof;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) establishing policies and guidelines by which the Association shall make or contract for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations adopted by the Board and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association; provided, the Board shall not be obligated to take any action to enforce any covenant, restriction, rule, or regulation which the Board reasonably determines is, or is likely to be, inconsistent with applicable law, or if the Board reasonably determines that the Association's position is not strong enough to take such enforcement action, or if the Board otherwise determines, in its business judgment, that such enforcement action would be inappropriate;
- (j) ensuring that property, liability, and commercial crime insurance as required in the Declaration are carried by the Association, that the cost thereof is paid, and that claims are filed and adjusted, as appropriate;
- (k) providing for the payment of all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) providing for the payment of the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;
- (m) providing that books with detailed accounts of the receipts and expenditures are kept on behalf of the Association and are made available to any prospective

purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, subject to the exceptions set forth in Arizona statutes;

- (n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration, the Articles, the Bylaws, the Rules and Regulations and all other books, records, and financial statements of the Association;
- (o) establishing policies and guidelines under which utility suppliers are permitted to use portions of the Common Area reasonably necessary to the ongoing development or operations of the Properties;
- (p) indemnifying a director or committee member or former director or former committee member of the Association to the extent such indemnity is permitted or required by Arizona law, the Declaration, the Articles, or these Bylaws; and
- (q) developing a strategic plan, which shall be reviewed annually and updated at least every five years.
- (r) Maintaining a Neighborhood Representative Program defined by resolution of the Board.

3.19 Management. The Board shall delegate to CAM such powers as are necessary to perform its assigned duties; provided, the Board may not delegate policy making authority. Subject to the Board's responsibility to ensure compliance with policies established by the Board, upon delegation of powers to CAM, the Board shall not interfere with the day-to-day operations of the Association.

The Board may designate one of its members as responsible for communications with CAM between meetings of the Board; provided, however, such individual shall not have independent authority to supervise, direct, or interfere with the activities of CAM.

No remuneration shall be accepted by any staff member from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise. Anything of value received shall benefit the Association. Any financial or other interest which any staff member may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

3.20 Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

- (a) financial reporting will comply with current Generally Accepted Accounting Principles (GAAP);
- (b) financial and related information shall be regularly prepared and made available to all Members subject to the exceptions set forth in Arizona law and other applicable statutes;

- (c) an annual report prepared by a qualified accounting firm and in accordance with GAAP will be completed within 180 days after the close of the Association's fiscal year.
- (d) cash accounts of the Association shall not be commingled with any other accounts.

3.21 Borrowing. The Association, acting through its Board, shall have the power to borrow money for any legal purpose, provided the Board shall obtain the approval by vote or written consent of a majority of the Members if the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

3.22 Rights of the Association. Subject to applicable law relating to Member, officer, and director conflicts of interest, the Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, both within and outside the Properties.

#### **Article IV** **Officers**

4.1 Officers. The officers of the Association Board shall be a President, Vice President, Secretary and Treasurer and shall be current Board members. 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 the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The officers of the Association Board shall be elected by the Board at an organizational meeting of the Board taking place pursuant to section 3.6. Each officer's term shall expire at the next organizational meeting.

4.3 Removal and Vacancies. Any officer may be removed as an officer by a vote of at least 2/3 of the directors. A vacancy in any office shall be filled by the Board for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Board shall have the following powers and duties:

- (a) President. The President shall be the chief executive officer of the Association and shall exercise general supervision and direction of the affairs of the Association. The President shall have the authority to directly administer all matters not expressly delegated or assigned to CAM or others.
- (b) Vice-President. The Vice-President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

- (c) Secretary. The Secretary shall be responsible for ensuring that the minutes of all meetings of the Association, the Board, and the committees of the Board are kept, and shall have charge of such books and papers as the Board may direct. In the Secretary's absence any officer directed by the Board shall perform all duties incident to the office of Secretary.
- (d) Treasurer. The Treasurer shall have responsibility for ensuring the preparation of the Budget by CAM as provided for in the Declaration and these Bylaws.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, 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.

4.6 Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two different individuals who are officers of the Association.

4.7 Checks. All checks shall be signed by two different individuals who are officers of the Association, or by such other persons as may be designated by resolution of the Board.

## **Article V** **Committees**

5.1 Committees of the Board. Committees comprised solely of Members of the Board may be appointed to exercise the authority of the Board. Such committees shall be appointed upon the approval of at least a majority of the directors. Notwithstanding the above, no such committee may exercise the authority of the Board in reference to (a) submission to the Members of any matter requiring an act of the Members; or (b) filling vacancies on the Board or on any committee of the Board. The Board may, with or without cause, dissolve any such committee or remove any director from the committee at any time.

5.2 Other Committees. Any committee, either standing or ad hoc, may perform such tasks and functions as the Board may designate by resolution; provided, no committee or committee member may exercise any power or authority which could not otherwise be exercised by the Board in accordance with these Bylaws. The role of committees established pursuant to this section shall be to advise the Board with respect to establishing operational policy or to assist the officers in the performance of their respective functions. No committee or committee member shall be authorized to perform or interfere with the day-to-day operations of the Association except in accordance with authority expressly granted under the provisions of the Governing Documents.

Each standing committee appointed pursuant to this section shall include one non-voting director. Standing committee members shall be Members or Qualified Occupants. Ad hoc committee composition shall be determined by resolution of the Board. All committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee member, including the committee chair, may be removed by the vote of a majority of the directors.

5.3 Covenants and Code of Conduct Committees. In addition to any other committees which the Board may establish pursuant to section 5.2, the Board may appoint a Covenants Committee and a Code of Conduct Committee and may have a director assigned.

5.4 Compensation. No remuneration shall be accepted by a committee member from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise. Anything of value received shall benefit the Association. Any financial or other interest which a committee member may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

## **Article VI** **Miscellaneous**

6.1 Fiscal Year. The fiscal year of the Association shall be January 1 through December 31 unless otherwise established by Board resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Arizona law, the Articles, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts between the provisions of the Declaration, the Articles, and these Bylaws, the provisions of the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

6.4 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing or by electronic delivery and shall be sent as follows:

(a) if to a Member, at the mailing address or e-mail address which the Member has designated in writing and filed with the Association or, if no such address has been designated, at the address of the Lot of such Member;

(i) Mailed notices shall be deemed delivered when deposited in the United States mail addressed to the Member(s) as it appears on the records of the Association, with prepaid postage.

(ii) Electronic notices shall be deemed delivered when transmitted to the Member(s)' email address and/or facsimile number on the records of the Association; or

(b) if to the Association, the Board or CAM, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

6.5 Indemnification. Subject to any limitations imposed by applicable law, the Association shall indemnify every director and committee member against all expenses, including attorney fees, incurred by them in connection with any action, suit, or other proceeding (including

settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been a director or committee member of the Association.

The directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

#### 6.6 Amendment

- (a) By Member. These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 50% plus one of the eligible votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- (b) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon date of execution of the same in the manner provided in these Bylaws, unless a later date is specified therein. Any procedural challenge to an amendment must be made within six months of the effective date of such amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If a Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority to do so, and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

**CERTIFICATION OF ADOPTION**

IN WITNESS WHEREOF, the Sun City Grand Community Association has adopted and executed these Amended and Restated Bylaws as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

It is further certified that the foregoing Amended and Restated Bylaws were duly adopted and approved by the required percentage of Owners.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
President, Sun City Grand Community Association