

AMENDED AND RESTATED

BYLAWS OF

**THE LEGENDS AT SANTA RITA SPRINGS
HOMEOWNERS ASSOCIATION, INC.**

an Arizona non-profit corporation

Effective Date: 06 March, 2014

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3 **AMENDED AND RESTATED BY-LAWS OF**
4 **THE LEGENDS AT SANTA RITA SPRINGS**
5 **HOMEOWNERS ASSOCIATION, INC.**
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8 **ARTICLE I.**
9 **INTRODUCTION**
10

11
12 1.1 Scope. These Bylaws shall govern the operation of The Legends
13 at Santa Rita Springs Homeowners Association, Inc. (the "Association"), an Arizona
14 nonprofit corporation created pursuant to the Articles of Incorporation under the
15 provisions of Title 10, Chapter 25 of the Arizona Revised Statutes. The use of the
16 Property for the benefit of the Members is governed by the Second Amended and
17 Restated Declaration of Covenants, Conditions and Restrictions for The Legends at
18 Santa Rita Springs, recorded on May 1, 2013, in Sequence #20131210697, official
19 records of Pima County, Arizona (the Declaration"). All references to the Declaration
20 shall include any amendments.
21

22 1.2 Principal Office. The principal office of the Association shall be
23 located in Pima County, Arizona. Meetings of Members and Directors may be held at
24 any place within Pima County, Arizona, which is designated by the Board of Directors.
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29 **ARTICLE II.**
30 **DEFINITIONS**
31

32
33 Capitalized terms used in these Bylaws without definition shall have the meanings
34 specified for such terms in the Declaration. As used in these Bylaws, the term "Eligible
35 Votes" means the total number of votes entitled to be cast by Members as of the record
36 date for determining the Members entitled to vote at a meeting or with respect to any
37 other lawful action including, but not limited to, action by written ballot or written
38 consent.
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ARTICLE III.
MEMBERSHIP

A Member is a Person who is entitled to membership as set forth in Article 5 of the Declaration. When more than one (1) Person holds an ownership interest in any Lot, each Person is a Member. Membership in the Association is subject to the following restrictions and qualifications:

A. The transfer of title to any Lot automatically transfers the Membership to the new Owner.

B. The privileges of Members shall be to vote (in accordance with Article V), to hold office, and to enjoy or benefit from the Common Areas, subject to the Governing Documents.

C. The Board of Directors may, in its absolute discretion, suspend the voting rights of any Owner for any period in which the Assessment against his/her Lot remains unpaid or for any violation of the Declaration or the Rules of the Association.

ARTICLE IV.
MEETINGS OF MEMBERS

4.1 Annual Meetings. The Annual Meeting of the Members shall be held during the last 10 days of February or the first 10 days of March of each fiscal year, at a time, and place convenient to the Owners and designated by the Board of Directors.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written demand signed by Members having at least twenty percent (20%) of the Eligible Votes. The Members' meeting demand must be delivered to any corporate officer with a statement describing the purpose(s) for which the meeting is to be held. The meeting shall be scheduled by the Board not less than ten (10) days and no more than thirty (30) days from receipt of the demand. The close of business on the day before delivery of the demand for a special meeting shall be the record date for the purpose of determining whether the demand for the special meeting has been signed by Members having at least twenty percent (20%) of the Eligible Votes.

1 4.3 Notice of Meetings. Written notice of each meeting of the Members
2 shall be given by or at the direction of the Secretary or Person authorized to call the
3 meeting, by mailing or hand delivering a copy of the notice to each Member, at least
4 ten (10) but not more than thirty (30) days before such meeting. The notice of the
5 meeting must be addressed to the Member at the address which is reflected in the
6 Association's books and records. Such notice shall specify the place, day and hour of
7 the meeting, and, in the case of a special meeting, the purpose of the meeting. When a
8 meeting is adjourned to another time or place, the Board shall send another notice to
9 the Members of the adjourned meeting. At the adjourned meeting, the Association may
10 transact any business which might have been transacted at the original meeting. By
11 attending a meeting, a Member waives any right he/she may have to object to the
12 meeting on the basis that the meeting was not noticed in accordance with the Bylaws or
13 statutes of the State of Arizona.

14
15 4.4 Quorum. Except as otherwise provided in the Governing
16 Documents or in State law, the presence in person or by absentee ballot of Members
17 entitled to cast at least a majority of the votes in the Association shall constitute a
18 quorum. If a quorum is not present at any meeting, the Members who are entitled to
19 vote at the meeting can vote to adjourn the meeting in accordance with the applicable
20 provisions of Section 4.3.

21
22 4.5 Procedures for Meetings. The President shall preside over all
23 meetings of the Members. If the President is not present, then the Vice President shall
24 preside over the meeting. The Secretary (or his/her designee) shall attend each
25 meeting of the Members and take and prepare minutes reflecting the actions taken at
26 the meeting. If the Secretary (or his/her designee) is not present, then the Chair of the
27 meeting shall appoint another person or officer to act as the recording secretary and to
28 perform the functions of the Secretary. The presiding officer may designate the
29 Association's Attorney as the presiding officer at any meeting of Members at his/her
30 discretion. *Robert's Rules of Order* shall be used as a guide at all annual and special
31 meetings of the Association.

32
33 **ARTICLE V.**
34 **VOTING**
35

36
37 5.1 Voting Rights. The number of votes allocated to each Member is
38 set forth in the Declaration. When more than one (1) Person holds an interest in any
39 Lot, the vote for that Lot shall be exercised as agreed upon by the Owners, but in no
40 event shall more than the votes allocated in the Declaration be cast. If the owners of a
41 Lot cannot agree on how to cast any vote, they will lose their right to vote on the matter
42 in question. If any Member casts a vote on a particular matter, it will conclusively be
43 presumed for all purposes that the Person casting the vote was acting with the authority
44 and consent of all of the Owners of the Lot, unless an objection by any other Owner is

1 made at the time the vote is cast. In the event that more than the allocated votes are
2 cast for a particular Lot , none of the votes shall be counted and all of the votes shall be
3 deemed void.

4 5.1.1 At any meeting of the Members, the Members shall be entitled to
5 vote on each matter brought before the membership. A majority of the Eligible Votes
6 cast by the Members at such meeting, provided there is a quorum, shall be the act of
7 the membership, except as otherwise provided in the Declaration, the Articles of
8 Incorporation, these Bylaws or by statute.

9
10 5.1.2 Voting for the members of the Board of Directors shall take place
11 by written ballot or by voting at the Annual Meeting in accordance with these Bylaws,
12 and the results shall be made known upon the tabulation and certification of the election
13 by the Election Committee.

14
15 5.2 Voting Procedure.

16
17 5.2.1 Absentee Ballots. The Board shall provide for votes to be cast by
18 absentee ballot at any meeting of the Association. When absentee ballots are used, the
19 following procedure shall apply:

20
21 5.2.1.1 The absentee ballot shall set forth each proposed action
22 to be taken at the meeting.

23
24 5.2.1.2 The absentee ballot shall provide an opportunity to vote
25 for or against each proposed action.

26
27 5.2.1.3 The absentee ballot is valid for only one specified election
28 or meeting of the Members and expires automatically after the
29 completion of the election or meeting.

30
31 5.2.1.4 The absentee ballot must specify the time and date by
32 which the ballot must be delivered to the Board in order to be
33 counted. Ballots received after this date shall not be counted.

34
35 5.2.1.5 Absentee ballots must be sent to Members at least ten
36 (10) days but not more than thirty (30) days prior to the date of the
37 election or vote on an issue, and the date set for the tabulation of
38 the ballots shall be stated on the ballot.

39
40 5.2.1.6 Absentee ballots shall be valid for the purpose of
41 establishing a quorum for the vote or election.

42
43 5.2.1.7 The absentee ballot cannot authorize another person to
44 cast votes on behalf of the Member.

1
2 **5.2.2 Written Ballot.** Any action that the Association Members may take
3 at any annual or special meeting may be taken without a meeting if the Association
4 delivers a written ballot to every Member entitled to vote on the matter.
5

6 **5.2.2.1** A written ballot shall:
7

8 (A) Set forth each proposed action.
9

10 (B) Provide an opportunity to vote "FOR" or "AGAINST"
11 each proposed action.
12

13 **5.2.2.2** Approval by written ballot is valid only if both:
14

15 (A) The number of votes cast by ballot equals or exceeds
16 the quorum required to be present at a meeting authorizing the
17 action.
18

19 (B) The number of approvals equals or exceeds the number of
20 votes that would be required to approve the matter at a meeting
21 at which the total number of votes cast was the same as the
22 number of votes cast by ballot.
23

24 **5.2.2.3** All solicitations for votes by written ballot shall:
25

26 (A) Indicate the number of responses needed to meet the
27 quorum requirements.
28

29 (B) State the percentage of approvals necessary to
30 approve each matter other than election of directors.
31

32 (C) Specify the time by which a ballot must be delivered
33 to the Association in order to be counted, which time shall not
34 be less than ten (10) days after the date that the Association
35 delivers the ballot.
36

37 **5.2.3 Voting Procedures.**
38

39 **5.2.3.1** The determination of eligibility and tabulation of votes
40 shall proceed under the supervision of the Nominating and Election
41 Committee.
42

43 **5.2.3.2** The Nominating and Election Committee shall be in
44 attendance at all times during vote tabulation and during check-in at

1 any meeting of Members. The Committee designee(s) shall verify
2 whether a Member is eligible to vote; shall issue all of the official
3 ballots and shall witness the placing of the ballots into the ballot box
4 at the meeting and the opening of absentee or written ballots.
5

6 5.2.3.3 The ballot box shall remain sealed until the voting is
7 closed, at which time it shall be opened and the votes tabulated. All
8 absentee ballots and written ballots received by the Association will
9 be placed in the ballot box immediately upon receipt.
10

11 5.2.3.4 Upon completion of the tabulation of ballots, the results
12 shall be certified to the Board of Directors by the Nominating and
13 Election Committee and announced to the Membership either at a
14 meeting or, if written ballots are used in the absence of a meeting,
15 by written notification to the Members.
16

17 5.2.3.5 In the event of a tie vote, there shall be another vote
18 solely for the purpose of breaking the tie.
19

20 5.3 Proxies. Votes may not be cast pursuant to a proxy at any
21 Association meeting.
22

23 **ARTICLE VI.**
24 **BOARD OF DIRECTORS**
25

26
27 6.1 Number. The Board of Directors of the Association shall consist of not
28 less than five (5) nor more than nine (9) persons, all of whom must be Members in good
29 standing, meaning that their Assessment accounts shall be current. Co-owners of Lots
30 or members of the same household shall not be entitled to serve on the Board of
31 Directors at the same time. All Directors shall have all of the rights, remedies, privileges
32 and authority accorded to Directors of the Association by the Governing Documents and
33 by applicable law.
34

35 6.2 Election of the Board of Directors. Directors shall be elected by a
36 secret ballot in accordance with Article V of these Bylaws. The candidates receiving
37 the highest number of votes up to the number of Directors to be elected, shall be
38 elected. Cumulative voting is not permitted. All candidates shall be Members in good
39 standing.
40

41 6.3 Term of Office. All Directors shall be elected for a two-year term,
42 and shall serve until their successors are elected and qualify. If there is a possibility of
43 no staggered terms in any election year, the Board may adopt reasonable rules and
44 regulations governing the Nominating and Election Committee's procedures for the

1 upcoming election, including a modification of terms for some of the newly-elected
2 Directors so that staggered terms will be restored. A Director may serve two (2)
3 consecutive two-year terms.

4
5 6.4 Place of Meetings. The Board may hold its meetings at any place
6 within Pima County designated by the Board of Directors.

7
8 6.5 Regular Meetings. Regular meetings of the Board will be held at
9 least two (2) times per year with notice to Directors and Association Members in
10 accordance with applicable law.¹

11
12 6.6 Special Meetings Notice. Special meetings of the Board shall be
13 held whenever called for in writing, by the President of the Association or by any two (2)
14 members of the Board of Directors other than the President. The notice of any special
15 meeting of the Board of Directors shall state the time, place and purpose of the meeting.
16 Notice of any special meeting shall be sent to each Director either by mail, facsimile, or
17 any other form of recorded communication, by telephone, or delivered personally not
18 later than three (3) business days prior to the scheduled time of the meeting. Notice of
19 special meetings of the Board also shall be given to the Association Members in
20 accordance with applicable law.¹ A written waiver of notice, whether given before or
21 after the meeting to which it relates, shall be the equivalent of giving notice to the
22 Directors who sign the waiver. Attendance of a Director at a special meeting of the
23 Board shall constitute a waiver of notice of such meeting, except when he/she attends
24 the meeting for the express purpose of objecting to the transaction of any business or
25 because the meeting is not lawfully called or convened.

26
27 6.7 Quorum. A majority of the Board, present in person, at any meeting
28 of the Board shall constitute a quorum for the transaction of business at such meeting.
29 Except as otherwise stated in these Bylaws, and except as provided for by law, the vote
30 of a majority of the Directors present at any meeting where a quorum is present shall be
31 the act of the Board. In the absence of a quorum, a majority of the Directors present at
32 the meeting may adjourn the meeting to another time or place.

33
34 6.8 Organization. At each meeting of the Board, the President, or if he/she
35 is not present, then the Vice President, or if he/she is not present, then a Director
36 chosen by a majority of the Directors present, shall act as the Chair and preside over
37 such meeting. The Secretary, or his/her designee or if he/she is not present, any person
38 whom the Chair appoints, shall act as the Secretary and keep the minutes.

39

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 6.9 Action by Directors Without a Meeting. Any action required or
2 permitted to be taken by the Board of Directors may be taken without a meeting if all of
3 the members of the Board of Directors consent, in writing, to such action. Such
4 consents shall be announced at and filed with the minutes of the next Board meeting.
5 Any action by written consent has the same force and effect as any vote of the
6 Directors. Action without a meeting may be taken only when it is not possible to
7 assemble a quorum for a meeting and Board action is required for immediate
8 Association business.
9

10 6.10 Resignations. Any Director may resign at any time by giving notice
11 of his/her resignation to the Board of Directors. Any resignation becomes effective at the
12 time specified in the notice, if the time is not stated in the notice, it shall take effect
13 immediately upon its receipt by the President or the Secretary. Unless otherwise
14 specified in the notice, the acceptance of such resignation is not necessary to make it
15 effective. In the event that any Director is absent from three (3) consecutive Board
16 meetings or is delinquent in the payment of his/her Assessments due to the Association
17 for more than ninety (90) days, without being excused by the President for good cause,
18 he/she shall be deemed to have resigned from office and his/her successor may be
19 appointed to fill the unexpired term.
20

21 6.11 Removal of Directors. The Members, by a majority vote of
22 Members entitled to vote and voting on the matter at a meeting of the Members called
23 pursuant to these Bylaws, at which a quorum is present, may remove any Director from
24 the Board with or without cause. For purposes of calling for removal of a Director, the
25 following apply:
26

27 6.11.1 On receipt of a petition that calls for removal of a Director and
28 that is signed by the Members entitled to cast at least twenty-five percent (25%) of the
29 votes in the Association or one hundred (100) votes, whichever is less, the Board shall
30 call and provide written notice of a special meeting of the Association as prescribed by
31 these Bylaws.
32

33 6.11.2 The special meeting shall be called, noticed and held within thirty
34 (30) days after the Board's receipt of the petition. Any Director whose removal has
35 been proposed shall be given an opportunity to be heard at the meeting.
36

37 6.11.3 For purposes of a special meeting called pursuant to this
38 Section, a quorum is present if the number of Members to whom at least twenty percent
39 (20%) of the votes in the Association is allocated is present at the meeting in person or
40 by absentee ballot.
41

42 6.11.4 If a civil action is filed regarding the removal of a Director, the
43 prevailing party in the civil action shall be awarded its reasonable attorney fees and
44 costs.

1
2 6.11.5 The Board shall retain all documents and other records relating
3 to the proposed removal of any Director for at least one (1) year after the date of the
4 special meeting and shall permit Members to inspect those documents and records
5 pursuant to these Bylaws and applicable law.
6

7 6.11.6 A petition that calls for the removal of the same Director shall not
8 be submitted more than once during each term of office for that member.
9

10 6.12 Vacancies on the Board.
11

12 6.12.1 At any duly convened special meeting of the membership at
13 which all Directors are removed, successors shall then and there be elected to fill the
14 vacancies thus created. If fewer than all of the Directors are removed, the procedures
15 in Section 6.12.2 apply.
16

17 6.12.2 Any vacancy on the Board of Directors, other than through
18 removal of all of the Directors by the membership, may be filled by the vote of a majority
19 of the remaining Directors even if the remaining Directors do not constitute a quorum.
20 Any Director appointed or elected to fill a vacancy shall hold office for the unexpired
21 term of the vacancy that has been filled. The Board shall fill a vacancy under this
22 Section within sixty (60) days from the Board meeting or Member meeting at which the
23 vacancy becomes official. During any period when the Board does not have at least
24 five (5) members due to a vacancy, the quorum shall be a majority of the remaining
25 Directors and the Board may continue to conduct business on behalf of the Association
26 and in accordance with the Governing Documents.
27

28 6.12.3 When one (1) or more Directors resign from the Board, effective
29 at some date in the future, a majority of the Directors, including those who have
30 submitted their resignation, may vote to fill the vacancy with the term of the newly-
31 appointed Directors scheduled to begin on the date the resignation becomes effective.
32

33 6.12.4 If a vacancy occurs because of the death or resignation of a
34 Director, or for any other reason, leaving the Association with no Directors in office, then
35 any Member may call a special meeting of Members solely for the purpose of electing
36 Directors.
37

38 6.12.5 If a Director fails to assume his/her position because of death,
39 disability or declination prior to the beginning of the term to which he/she was elected,
40 then the person who received the next highest number of votes shall succeed to that
41 position. If there were no unelected candidates, the other Directors shall fill the vacancy
42 in accordance with Section 6.12.2.
43

1 6.13 Indemnification of Directors and Officers. The Association shall
2 indemnify any Officers and Directors against all expenses incurred by them (including
3 but not limited to legal fees, judgments and penalties) in any legal action brought
4 against any of them and arising from any action or omission alleged to have been
5 committed while acting within their scope of authority as an Officer or Director of the
6 Association. Whenever any Officer or Director seeks indemnification from the
7 Association, the Board of Directors shall, at its next regular or at any special meeting
8 held within a reasonable time after the request is made, determine in good faith whether
9 that person acted, failed to act, or acted willfully, with gross negligence or with
10 fraudulent or criminal intent. If the Board of Directors determines in good faith that the
11 person did not act willfully or with gross negligence or with fraudulent or criminal intent,
12 then it shall indemnify that person; provided, however, that the Association has the right
13 to refuse to indemnify any person to whom indemnification would otherwise be provided
14 if that person unreasonably refuses to permit the Association, at its own expense and
15 through counsel of its own choosing, to defend him/her in the action.

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ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Authority of the Board. The Board of Directors has all the powers
of an Arizona non-profit corporation, subject only to such limitations upon the exercise
of such powers as are expressly set forth in the Governing Documents. The Board has
the power to do any and all lawful things which may be authorized, required or permitted
to be done by the Association under and by virtue of the Governing Documents and
applicable law, 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.

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

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

7.2.2 Enforce all applicable provisions of the Governing Documents.

7.2.3 Approve architectural and design standards, and rules and
regulations within the authority set forth in the Governing Documents, and to establish
penalties (including but not necessarily limited to fines, probation and/or suspension of
membership or voting privileges) for the infraction thereof. There shall be copies of the
complete Design Guidelines, and rules and regulations available for inspection by any
Member of the Association upon request.

1
2 7.2.4 Employ or terminate the services of any independent contractor, a
3 managing agent or such other personnel and employees as the Board deems
4 necessary, and to prescribe their duties.

5
6 7.2.5. As more fully provided in these Bylaws and the Declaration to:

7
8 7.2.5.1 Establish and collect the amount of Annual and Special
9 Assessments from each Member.

10
11 7.2.5.2 Perfect and foreclose a lien against any property for which
12 Annual or Special Assessments are not paid, or to bring an action
13 at law against the Member personally obligated to pay the same.

14
15 7.2.5.3 Pay any taxes and assessments which are, or could
16 become, a lien on the property owned by the Association.

17
18 7.2.6 Contract for goods and/or services for the Common Areas,
19 facilities, property for which the Association is responsible, and the legal interests of the
20 Association. Retain and pay for legal and accounting services necessary or proper in
21 the performance of the Association's obligations.

22
23 7.2.7 Borrow money on behalf of the Association when required for the
24 improvement, operation, upkeep and maintenance of the Common Areas, or for any
25 other purpose. The approval of a majority of the Members Eligible to Vote is required
26 before the Board of Directors can borrow any funds.

27
28 7.2.8 When permitted by law, represent the Association before any and
29 all governmental or quasi-governmental agencies, offices, groups or bodies in
30 conjunction with any matters bearing upon or affecting the quality of life and property
31 values of the Association's Members, including but not necessarily limited to all planning
32 and zoning, fire protection, street lighting, public utility and similar regulatory agencies.

33
34 7.2.9 To grant and convey to any Person portions of Common Area, or
35 easements, licenses or rights-of-way in, on, over, or under any Common Areas for the
36 purpose of constructing, erecting, operating or maintaining thereon, therein and
37 thereunder: A) roads, streets, walks, pathways and driveways; B) temporary overhead
38 or permanent underground lines, cables, wires, conduits, or other devices for the
39 transmission of electricity for lighting, heating, power, telephone, cable TV, and other
40 purposes; C) sewers, storm drains and pipes, drainage easements, water systems,
41 water, heating and gas lines or pipes; and D) any similar or: quasi-public improvements
42 or facilities.

1
2 7.3 Duties. It is the duty of the Board of Directors to:
3

4 7.3.1 Supervise all officers, agents and employees of this Association,
5 and ensure that their duties are properly performed.
6

7 7.3.2 Procure and maintain adequate liability and hazard insurance on
8 property owned by the Association, and errors and omissions insurance on behalf of its
9 Officers and Directors.
10

11 7.3.3 Provide for the operation, care, upkeep and maintenance of all of
12 the Common Areas and facilities that are not maintained by governmental entities or
13 Owners. Maintenance and repair expenses shall be incurred on the basis of at least
14 three (3) independent bids, according to standards approved by the Board. The bids
15 shall be submitted by licensed and bonded contractors/persons in the business of
16 performing such maintenance and repairs. The Board shall select the best bid which
17 need not be the lowest bid and the Board's decision in this regard shall be final and
18 conclusive.
19

20 7.3.4 Approve the annual operating budget for the Association which
21 shall include, but not necessarily be limited to estimated revenue and expenses
22 including the annual Reserve Fund contribution. .
23

24 7.3.5 Comply with applicable State law² with respect to periodic audit,
25 review or compilation of the Association's financial records, at the discretion of the
26 Board. If the services of a certified public accountant are retained, he or she shall be
27 appointed by the Board and paid by the Association.
28

29 7.3.6 Perform any other duties or functions which are required in the
30 Governing Documents or applicable law.
31

32 **ARTICLE VIII.**
33 **OFFICERS**
34

35
36 8.1 Selection. The officers of the Association shall be a President,
37 Vice President, Secretary and Treasurer, each of whom shall be a Director. Officers
38 shall be elected immediately following the election of directors at each Annual Meeting.
39 The Officers shall serve until their successors are chosen, and are not prohibited from
40 succeeding themselves in office.
41

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 8.2 President. The President shall be the chief executive officer of the
2 Association. He/she shall preside at all meetings of the Association and the
3 Board of Directors. He/she shall have all of the general powers and duties which
4 are usually vested in the office of president of a corporation including but not
5 limited to the power to appoint committees from among the Owners from time to
6 time as he/she may in his/her discretion decide is appropriate to assist in the
7 conduct of the affairs of the Association.

8 He/She shall see that orders and resolutions of the Board are carried out; shall sign all
9 leases, mortgages, deeds and other written instruments and agreements; and shall co-
10 sign all promissory notes.

11
12 8.3 Vice President. The Vice President has such powers and performs
13 such duties as the President or the Board may from time-to-time prescribe and shall
14 perform such other duties as may be prescribed by these Bylaws. At the request of the
15 President, or in case of his/her absence or inability to act, the Vice President shall
16 perform the duties of the President and, when so acting, shall have all the powers of,
17 and be subject to all the restrictions upon, the President.

18
19 8.4 Secretary. The Secretary (or his/her designee) shall record the
20 votes and keep the minutes of all meetings and proceedings of the Board and of the
21 Members; provide notice of meetings of the Board and of the Members; keep
22 appropriate current records showing the Members of the Association together with their
23 addresses, and shall perform such other duties as required by the Board. The Secretary
24 (or his/her designee) shall ensure that all the proceedings of the membership, and the
25 Board of Directors, are recorded in one or more books kept for that purpose. The
26 Secretary (or his/her designee) is the custodian of all contracts, deeds, documents, all
27 other indicia of title to properties owned by the Association and of its corporate records
28 (except accounting records). Upon request, the Secretary (or his/her designee) shall
29 make the records of the Association which are not in the custody of the Treasurer,
30 available for inspection, at all reasonable times to any Director or Member. All records
31 of the Association shall be kept and maintained at the Association's principal office.

32
33 8.5 Treasurer. The Treasurer is the Chief Financial Officer of the
34 Association. The Treasurer shall have responsibility for the Association funds and
35 securities and approve and monitor investments in accordance with Board of Directors
36 policy. The Treasurer shall be responsible for keeping full and accurate accounts of all
37 receipts and disbursements in books belonging to the Association unless such function is
38 delegated by the Board of Directors to a trust company, a bank, or a professional
39 management company. The Treasurer shall be responsible for the deposit of all monies
40 and other valuable effects which he/she personally collects in the name and to the credit of
41 the Association in such depositories as may from time to time be designated by the Board
42 of Directors. All funds of the Association over which the Treasurer has direct control shall
43 only be withdrawn upon his/her signature.

1 8.6 Fidelity Coverage. The Association shall purchase and maintain in
2 force fidelity insurance or bonds against dishonest acts on the part of Directors,
3 officers, managers, trustees, employees, or volunteers responsible for handling
4 funds belonging to or administered by the Association. Such fidelity bonds or
5 insurance shall name the Association as the named insured and shall be written
6 in an amount sufficient to provide protection, which is, in no event, less than 1-
7 1/2 times the insured's estimated annual operating expenses and reserves.

8
9 8.7 Compensation. No compensation shall be paid to officers and
10 Directors for their services as officers and Directors. No remuneration shall be paid to
11 any officer or Directors for services performed by him/her for the Association in any
12 other capacity, unless a resolution authorizing such remuneration is unanimously
13 adopted by the Board of Directors before the services are undertaken.

14
15 8.8 Removal. Any officer may be removed from office by the majority
16 vote of the Directors at any regular or special meeting called for that purpose,
17 whenever, in the Board's judgment, the best interests of the Association will be served
18 by the removal. The removal of a person as an officer does not constitute a removal of
19 that person from the Board of Directors, unless he/she is removed from the Board by
20 the Members or Directors, as set forth herein.

21
22 8.9 Vacancies. If any office becomes vacant by removal, death,
23 resignation, retirement, disqualification, or any other cause, the majority of the Directors
24 may elect an officer from the Directors to fill that vacancy, and such officer shall hold
25 office until the election of his/her successor.

26
27
28 **ARTICLE IX.**
29 **COMMITTEES**
30

31
32 9.1 Compensation. Committee members shall not be compensated.

33
34 9.2 Standing Committees:

35
36 9.2.1 At the direction of the Board, each chair (or his/her designate) shall
37 report the activities of the Committee to the Board monthly or as needed.

38
39 9.2.2 Following are Standing Committees:

- 40
41 A. Finance
42 B. Hospitality/Social
43 C. Common Areas/Landscaping
44 D. Architectural Review

- E. Pool
- F. Contracts/Bids
- G. Maintenance and Repair
- H. Streets and Sidewalks
- I. View Standards
- J. Nominating and Election Committee (see Article X)

9.2.3 Each Standing Committee shall consist of at least three (3) Committee members.

9.3 Establishing New Committees. When the necessity for a new Ad Hoc Committee arises, the Board shall solicit volunteers from the community to staff the Committee. Within one week of the formation of a new Committee, the Board shall provide one or more Directors to assist the Committee members in selecting Committee officers and providing the Committee members with an appropriate understanding of the goals and purpose of the Committee.

9.4 Restrictions on Committee Membership:

9.4.1 No person may be chairperson of two committees at the same time unless special permission is granted by the Board and expires at the next Annual Meeting.

9.4.2 A Director cannot be chairperson of any Committee (except the Architectural Review Committee) unless authorized by the Board of Directors.

9.5 Responsibilities of Standing Committees.

9.5.1 Finance Committee. The Finance Committee shall oversee the security of the financial assets of the Association. The Finance Committee shall assist the Treasurer in the execution of the Treasurer's responsibilities. Duties will include monthly examination of Operating and Reserve expenditures, recommendation to the Board for approval of all banking and investment plans for Association funds, and preparation of Operating Budgets for the upcoming year based on information provided by the Board of Directors, and other assignments as appropriate to the office of the Treasurer or as assigned by the Board of Directors.

A. The Finance Committee shall prepare a budget which shall anticipate, to the best of their ability, the expenses for the operation of the Association's business for the coming fiscal year including the annual contribution to the Reserve Fund.

B. The proposed budget shall be submitted to the Board for their concurrence and to the members for their information, but does not

1 require membership approval.

2 C. The total budget figure, with any surplus monies from the
3 previous fiscal year credited and any deficit expenditures from the
4 previous fiscal year debited, shall determine the annual fees of the
5 membership.

6 D. The Finance Committee shall review the compilation, and the
7 Federal and State of Arizona Annual Income Tax Returns.

8 E. The Finance Committee shall monitor the Association's Reserve
9 Funding Schedule; periodically obtain updated estimates for asset
10 repair and replacement costs and expected asset life spans; and
11 propose any Reserve Funding Schedule revisions to the Board of
12 Directors for review, approval and implementation. Appropriate
13 portions of the Schedule will be provided to all Association
14 Committees for their information and consideration in budgeting
15 and planning for asset repairs and replacements.
16

17 9.5.2 Hospitality/Social Committee: The Hospitality/Social Committee
18 shall provide for the coordination of various social functions within the Association. In
19 addition, they shall provide "Block Captains" for the purpose of hand-delivering flyers
20 and other communication which pertain to homeowner association activities.
21

22 9.5.3 Common Area/Landscaping Committee (CALC): The CALC shall
23 assist the Board of Directors in managing the Common Areas. The CALC shall develop
24 the parameters (with Contracts & Bids) for procurement of landscaping services to
25 maintain the Common Area in accordance with the requirements of the Declaration. The
26 CALC shall make recommendations to the Board of Directors for improvement or
27 maintenance of Common Areas when deemed necessary.
28
29
30

31 9.5.4 Architectural Review Committee (ARC): The ARC is responsible
32 for the administration of the Architectural Design Guidelines and review of all
33 applications for construction and modification upon and to Lots within the Legends.
34 ARC's authority, duties and responsibilities are contained in the CC&Rs for the
35 Legends, and set forth in greater detail in the Architectural Design Guidelines.
36

37 9.5.5 Pool Committee: The purpose of the Pool Committee is to assist
38 the Board in fulfilling its responsibility to maintain the pool area. Volunteers who check
39 the pool chemicals shall be licensed by the Pima County Health Department and their
40 certificates shall be available at the pool house. The Pool Committee will:
41

42 A. Clean the pool and pool area.

- B. Cover and uncover the pool.
- C. Check, adjust and log pool chemicals on a twice daily basis.
- D. Keep chemical log up to date and accurate in accordance with the Pima County Health Department's requirements.
- E. Make recommendations to the Board regarding any repairs or replacements of pool area assets.

9.5.6 Contracts/Bids Committee: The Contracts/Bids Committee will:

- A. Periodically review current contracts and agreements for compliance with the Governing Documents.
- B. Recommend revisions or other changes in existing contracts for discussion and decisions by the Board of Directors.
- C. Undertake projects to obtain supplies and services for the Association under the direction of the Board. This includes coordinating with Committees that have the responsibility for various functions of the Association, in the determination of "Requirements and Statement of Work" and obtaining contracts.
- D. Coordinate with the Association's community manager to solicit competitive bids from responsible vendors.
- E. Negotiate price and other factors and providing the proper information and recommendations to the Board so that it may take action.
- F. Upon a formal determination by the Board, coordinate the execution of contract(s) with the Association's management company.
- G. Provide contractual advice, as needed, to the Board and Committees.

9.5.7 Maintenance and Repair Committee: The Maintenance and Repair Committee shall perform minor maintenance on Legends assets as required, other than those assets for which other Standing Committees are responsible. Its duties shall include, but not be limited to, painting and minor electrical repairs.

9.5.8 Streets and Sidewalk Committee. The Streets and Sidewalk Committee shall assist the Board in insuring the proper maintenance, repair and safe condition of all streets and sidewalks, which shall include all curbs and culverts which accompany the streets and sidewalks, within the Property (as defined by Section 1.33 of

1 the CC&Rs). Excluded from this responsibility shall be Pecan Valley Drive, which is not
2 owned by the Association. Specifically, the Streets and Sidewalks Committee shall,
3 among other things:
4

- 5 A. Perform periodic inspections of the streets and sidewalks, and
6 report to the Board any safety or maintenance issue which requires
7 attention;
- 8 B. Recommend safety and maintenance corrective actions to the
9 Board which the Committee believes are required;
- 10 C. As specified by the Board and the Reserve Funding Committee,
11 obtain reasonable estimates for the cost and timing of all corrective
12 actions which the Committee, with Board approval, deems
13 necessary;
- 14 D. As specified by the Board and the Reserve Funding Committee,
15 obtain periodic reasonable estimates for the cost of expected
16 replacement of streets and sidewalks, as needed to update the
17 Reserve Funding Schedule maintained by the Reserve Funding
18 Committee; and
- 19 E. Make recommendations from time to time on how to improve the
20 condition of and prolong the useful life of the Association's streets
21 and sidewalks, including information which can be provided to
22 homeowners for such purposes.
- 23 F. Be available for consultation on the repair or replacement of Pecan
24 Valley Drive, if requested.
25

26 **9.5.9 View Standards Committee (VSC).** The purpose of the VSC is to
27 assist homeowners in resolving view blockage concerns in the Common Area or on
28 a Lot after communication with the neighbor has not resolved the concern.
29

- 30 A. The homeowner shall submit the view blockage complaint
31 electronically or by paper to the Property Manager with copies, as
32 indicated, to the VSC and/or Common Area Landscape Committee
33 (CALC). A complaint form is available on the Legends Web Site.
- 34 B. The VSC shall process each view blockage complaint, utilizing the
35 View Standard and Procedures in effect at that time.
- 36 C. The VSC's decision shall be communicated to the homeowner(s),
37 the Property Manager, the Board of Directors and, if applicable, to
38 CALC.
39

40 **9.6 Appeal of Committee Decisions**

- 41
- 42
- 43
- 44 A. Right of Appeal. Any Owner aggrieved by the decision of any Committee

1 may appeal the decision to the Board of Directors.
2

3 B. Procedure for Initiating Appeal. An Owner shall commence an appeal of a
4 Committee decision by sending a Notice of Appeal by certified mail to the
5 Legends' Association Manager, clearly identifying the Committee involved,
6 the Committee decision which is being appealed, and the date of such
7 decision. The Notice of Appeal shall be sent not more than 30 days after the
8 Committee meeting in which the decision was made, or 10 days after the date
9 of notice of the Committee decision that is sent to the appealing Owner,
10 whichever occurs first. The Association Manager shall immediately forward a
11 copy of the Notice to the Legends Board of Directors. In the event the subject
12 of the appeal involves construction or other changes to a homeowner's
13 property, the Board may direct that all such construction or change be
14 deferred until after the issuance of the Board's appeal decision.
15

16 C. Setting Appeal Hearing. The Board shall set a date to hear the appeal. The
17 hearing date, in the absence of agreement to the contrary between the
18 Owner-appellant and the Board, shall be not less than 20 more than 30 days
19 from the date of the Notice of Appeal. Not less than 7 days prior to the
20 hearing date, the Owner-appellant and the Committee each shall submit to
21 the Board and to each other a concise statement of their respective positions
22 on the matter in question, including any exhibits which they deem pertinent.
23 The Board may specify in advance any special rules or procedures
24 concerning the hearing procedure. Notice of the hearing shall be made public
25 not less than 3 days prior to the hearing date.
26

27 D. Procedure for Appeal Hearing. The hearing shall be conducted by the
28 Board, with not less than a quorum of the Board members present, in person
29 or by telephone connection. Only such Board members who participate in the
30 hearing shall be entitled to vote on the appeal. The hearing shall be open to
31 Members of the Legends. The Board shall specify the time limits for the
32 parties to present their respective positions, and to comment on the position
33 of the other party. The Board may, but need not, obtain evidence or opinions
34 from additional sources which the Board members, in their sole judgment,
35 deem necessary or appropriate.
36

37 E. Decision of the Board. Following the hearing, the Board shall issue its
38 decision within 10 days of the hearing date, unless a longer time is required,
39 in which case the parties shall be notified by the Board of its intended
40 decision date, which in no case shall exceed 60 days from the hearing date.
41 The decision of the Board shall be final and binding upon both parties.
42 However, the decision shall not preclude any party from invoking his/her legal
43 rights under the laws of the State of Arizona, including judicial review in the
44 appropriate Arizona courts.

1
2 F. Conflict with Statute. In the case of a conflict between any provision of the
3 Appeal Process and the provisions of Arizona Revised Statutes 33-1803 in
4 the "Arizona Planned Communities Act", the requirements of the Statute shall
5 take precedence.
6

7
8
9 **ARTICLE X.**
10 **PROCEDURE FOR AMENDMENT**
11

12 10.1 Amendment. These Bylaws may be amended in whole or in part by
13 the Association in a duly constituted meeting held for such purpose by a vote of the then
14 Owners of not less than fifty-one percent (51%) of the total number of dwelling units
15 covered by the Declaration.
16

17 10.2 Prior Bylaws Superseded. These Bylaws shall amend, restate,
18 and supersede all prior Bylaws of the Association, and all prior amendments thereto.
19

20 **ARTICLE XI.**
21 **GENERAL PROVISIONS**
22

23
24 11.1 Conflicting Provisions In the case of any conflict between the
25 Articles and the Bylaws, the Articles shall control; and in the case of any conflict
26 between the Declaration and the Articles, the Declaration shall control.
27

28 11.2 Designation of Fiscal Year. The fiscal year of the Association shall
29 begin on the 1st day of January and end on the last day of December of every year.
30

31 11.3 Books and Records. The Governing Documents together with the
32 books and records of account and membership, and minutes of Association and Board
33 meetings shall be available for inspection by any Member during reasonable business
34 hours at the principal office of the Association. Copies of the Governing Documents
35 may be purchased by Members at a reasonable cost. The Association may charge a
36 reasonable fee for production and photocopying of books and records requested by a
37 Member.
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These Amended and Restated Bylaws were approved by Owners of not less than fifty-one percent (51%) of the total number of Dwelling Units covered by the Declaration.

THE LEGENDS AT SANTA RITA SPRINGS
HOMEOWNERS ASSOCIATION, INC.

By: Robert L. Lavin
Its: President

Date: 02 April 2014

ATTEST:

John W. Walsh
Secretary