

**AMENDED AND RESTATED BYLAWS  
CASA BELLA II CONDOMINIUMS MASTER OWNERS ASSOCIATION, INC.**

Approved May 15, 2018

**ARTICLE I  
Application of Bylaws**

The administration of Casa Bella II Condominiums Master Owners Association, Inc. ("Association") shall be governed by the Act, the Declaration, the Articles and these Bylaws. Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Amended and Restated Declaration of Condominium for Casa Bella II Condominiums ("Declaration") recorded in the Official Records of Maricopa County, Arizona.

All present and future Owners, Mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all Rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit or the occupancy of any Unit shall constitute an agreement that the provisions of the Declaration and these Bylaws and any Rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

Membership in the Association shall be as set forth in the Declaration and these Bylaws. Every Owner shall be a member of the Association ("Member") and there shall only be one membership per Unit. If a Unit is owned by more than one person, all co-Owners shall share the privileges of membership, subject to the Declaration, these Bylaws and any other Rules of the Association. A "Member in Good Standing" means that the Member is not delinquent in the payment of any Assessment or any other amounts owed to the Association, and the Owner, as well as any resident or guest, is not in violation of the Governing Documents.

**ARTICLE II  
Meeting of Members**

2.1 Annual Meeting. Annual meetings of the Members shall be held each year and within at least fourteen (14) months from the prior annual meeting. Annual meetings shall be held on such dates and times as shall be designated by the Board of Directors. All meetings of the Members shall be held at such date, place and time as shall be designated by the Board.

2.2 Special Meetings. Special meetings of the Members of the Association may be called by the President, a majority of the Board, or Owners representing at least five percent (5%) or more of the votes in the Association

2.3 Record Date. For any meeting of the Members, the Board may fix a date not more than fifty (50) days before the date of the meeting as a record date for the determination of the Members entitled to vote at the meeting. If the record date has not been fixed in advance of the meeting as provided herein, the time of commencement of such meeting shall be deemed the record date.

2.4 Notice of Meetings. Notice of an annual or special meeting of the Members shall be given by the Board of Directors to Members not less than ten (10) nor more than fifty (50) days before the date of the meeting. Notice shall be hand-delivered or sent prepaid by United States mail to the mailing address for each Lot or Owner or to any other mailing address designated in writing by the Member. The notice shall specify the place, date and time of the meeting and, in case of a special meeting, the purpose for which the meeting is called. Any Member may waive notice of any meeting before, during or after the meeting.

2.5 Quorum. The presence at the meeting of Members entitled to cast, or of absentee ballots entitled to cast, fifteen percent (15%) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles, Declaration or these Bylaws. Unless otherwise expressly provided in the Act, the Declaration, or these Bylaws, the affirmative vote of the Members holding more than fifty percent (50%) of the total votes entitled to be cast by Members in Good Standing and present in person or by absentee ballot at a meeting at which a quorum of Members is present shall be binding as the act of the Members. In the absence of a quorum at a meeting of Members of the Association, no business shall be conducted and the presiding officer shall adjourn the meeting. At any special meeting of the Members of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. If a meeting is adjourned for lack of a quorum, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

2.6 Voting. The voting rights of the Members shall be as provided for in the Declaration. The Association shall provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. In the event any Owner is in arrears in the payment of any Assessment, monetary penalties or other fees and charges due under the terms of the Governing Documents for a period of fifteen (15) days or in violation of any provision of the Governing Documents for a period of sixty (60) days after the Owner is notified of the violation by the Association, the Owner's right to vote as a Member of the Association may be suspended by vote of the Board and

shall remain suspended until all payments, including accrued interest and attorney's fees, are brought current, and all violations of the Governing Documents are cured and corrected to the satisfaction of the Board.

2.7 Action by Written Consent. Pursuant to Arizona law, including, but not limited to A.R.S. §10-3704, as may be amended, the Members may approve any action required or permitted by law that requires the Members' approval without a meeting of the Members if the action is approved in writing by the Members holding at least a majority of the voting power in the Association, unless the Declaration, Articles, these Bylaws or applicable law require a different amount of voting power. The Action shall be evidenced by one (1) or more written consents describing the action taken, signed by those Members representing at least the requisite amount of the voting power, and delivered to the Association for inclusion in the minutes or filing with the corporate records of the Association.

### **ARTICLE III**

#### **Board of Directors; Election; Term of Office**

3.1 Number and Qualification. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Board consisting of three (3) or five (5) natural persons with a majority of whom must be Owners. Any Owner serving on the Board shall be a Member in Good Standing with the Association. The number of directors may be changed from time to time by the Board of Directors within the minimum and maximum number of directors stated herein, but the number of directors must always be an odd number.

3.2 Powers and Duties. The Board, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws and the Rules governing the Project. The Board is authorized to adopt Rules governing the use and operation of the Common Elements, which shall become effective 30 days after adoption by the Board. The Board shall have all powers, duties and responsibilities with respect to the Project as contained in the Act, the Declaration, the Articles, and these Bylaws. The Board may delegate to one or more committees and to officers, employees or agents of the Association, such duties and powers, all as appears to the Board to be in the best interests of the Association and to the extent permitted by law; provided, however, that no such delegation shall relieve the Board of its obligation to perform any such delegated duty.

3.3 Election. At every annual meeting, the Master Association shall elect the members of the Board to fill those positions becoming vacant at such meeting. Prior to the election, the Board shall cause nominating forms to be delivered to the Owners and any person interested in being a candidate for the Board shall return said form and a

biographical sketch. Elections of directors by the Members of the Association shall be by secret written ballot. Each Owner shall be entitled to cast one vote per Unit owned in the Project multiplied by the number of Board seats to be filled. In the case of a tie between candidates where there is a question of who shall serve on the Board or for what term, such tie vote shall be resolved by the flip of a coin among the candidates involved.

3.4 Terms. Members of the Board shall serve for terms of two (2) years. The terms of office shall be staggered and the Board shall have the right to cause a director to be elected for a longer or shorter period of time if it becomes necessary to re-establish staggered terms or because the number of directors changes. The members of the Board shall serve until their respective successors are elected, or until their death, resignation or removal.

3.5 Resignation of Director. Any member of the Board may resign at any time by giving written notice to the President or to the remaining Board members. Any member of the Board who fails to attend three consecutive Board meetings or fails to attend at least 25% of the Board meetings held during any fiscal year shall be deemed to have tendered his/her resignation, and upon acceptance by the Board his/her position shall be vacant.

3.6 Removal of Director. A director may be removed with or without cause at a special meeting of the Members of the Association, subject to applicable law. The meeting of the Members of the Association may be called by the Board or by Owners pursuant to A.R.S. §33-1243. The Owners who are eligible to vote at the time of the meeting may remove the director by a majority vote of those voting on the matter. For purposes of this meeting, a quorum is present if the number of persons eligible to vote in the Association at the time the person attends the meeting equal to at least twenty percent (20%) of the votes of the Association is present at the meeting in person or as otherwise permitted by law.

3.7 Vacancies. If vacancies shall occur in the Board by reason of the death or resignation of a Board member, the Board members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board member may be filled by election at the meeting at which such Board member is removed or any subsequent regular or special meeting of the Members of the Association. Any person appointed or elected to fill a vacancy on the Board shall serve the unexpired portion of the prior director's term. Any newly created directorship shall be deemed a vacancy.

3.8 Compensation. No member of the Board shall receive compensation for any service he or she may render to the Association. However, members of the Board

shall be reimbursed by the Association for his or her actual expenses incurred in the performance of his or her duties.

3.9 Regular Meetings. The meetings of the Board shall be held at least semi-annually at such times and places within the Project, or some other reasonable and suitable location in Maricopa County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Board members, as the Board shall determine. A majority of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Written notice of the time and place of Board meetings shall be given at least forty-eight (48) hours prior to the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the Board. An affidavit of notice by an Officer of the Association is prima facie evidence that notice was given as prescribed. Notice to Owners of meetings of the Board is not required if emergency circumstances require action by the Board before notice can be given. The failure of any Owner to receive actual notice of a meeting of the Board does not affect the validity of any action taken at that meeting.

3.10 Special Meetings. Special meetings of the Board may be called by written notice signed by any two members of the Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Maricopa County unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Board. Written notice of any special meeting shall be posted in a manner prescribed for notice of regular meetings of the Board and shall be sent to all members of the Board not less than forty-eight (48) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid.

3.11 Meetings Open to Members. Regular and special meetings of the Board shall be open to all Members of the Association. The Board may, adjourn the meeting and reconvene in executive session in accordance with A.R.S. §33-1248.

3.12 Action Taken Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Board members. Any action so approved shall have the same effect as though taken at a meeting of the directors.

3.13 Director Proxies. At any meeting of the Board of Directors, a Board member may vote in person or by proxy pursuant to A.R.S. §10-3824, as may be amended.

3.14 Indemnity. To the fullest extent permitted by law, the Association shall have the power to indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a member, director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise.

## ARTICLE IV Officers

4.1 Designation and Qualification. All officers and employees of the Association shall serve at the will of the Board. The officers shall be a President, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined in the discretion of the Board. The Master Executive Board may appoint Vice Presidents and such other assistant officers as the Master Executive Board may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. The Board shall require that officers (and other employees of the Master Association) be subject to fidelity bond coverage.

4.2 Election and Term of Officers. Officers of the Association shall be annually elected by the Board. The election of officers shall be conducted at the first meeting of the Board held after the annual or special meeting of the Members at which directors are elected.

4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and replaced.

4.4 Vacancies. A vacancy in any office may be filled by vote of a majority of the remaining members of the Board. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.5 President. The President shall be the chief executive of the Board and shall preside at all meetings of the Association and of the Board and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He shall sign, and the Secretary shall witness, on behalf of the Association, all

conveyances, mortgages and contracts of material importance of its business. He shall do and perform all acts which the Board may require.

4.6 Vice President. The Vice President shall perform the functions of the President in his absence, inability to serve, or refusal to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. Only the President and Vice President may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

4.7 Secretary. The Secretary shall keep minutes of all proceedings of the Board meetings and of the meetings of the Members and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Board.

4.8 Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association including but not limited to the Association's funds, assuring that full and accurate accounts are kept of all receipts and disbursements in books belonging to the Association, and overseeing the deposit of all monies and other valuable effects of the Association. The daily handling of funds and the keeping of records may be delegated to a manager or managing company.

## **ARTICLE V** **Committees**

5.1 General. The Board may designate one or more committees, each to consist of at least three (3) or more Owners, which to the extent provided by resolution of the Board, shall have and may exercise the powers set forth in said resolution. Such committees shall have such name or names as may be determined from time to time by the Board. If minutes are kept for a committee meeting, they shall be signed by the chair of the committee. The members of such committees and any vacancies thereon shall be appointed by the Board and may be removed by the vote of a majority of the directors.

## **ARTICLE VI** **Fiscal Management**

6.1 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board from time to time, upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association or other agents as may be designated by the Board.

6.2 Budgets. An operating budget for each fiscal year shall be prepared by the Board and made available to all Members of the Association.

6.3 Books and Accounts. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures and A.R.S. §33-1258 as may be amended under the direction of the Treasurer.

6.4 Execution of Corporate Documents. With the prior authorization of the Board, all notes, checks and contracts or other obligations shall be executed on behalf of the Association by such one or more directors or officers of the Association as the Board shall designate.

6.5 Other Provisions. Other provisions regarding fiscal management including such matters as Association expenses and Assessments are set forth in the Declaration.

## **ARTICLE VII** **Amendment of the Bylaws**

7.1 Amendment of Bylaws. Except as otherwise provided in the Act, these Bylaws may be amended by the affirmative vote of Members holding a majority of the voting power in the Association or two-thirds (2/3) of the votes cast, whichever is less. The Bylaws shall not be amended to contain any provisions that would be contrary to or inconsistent with the Declaration or Articles, and any provision or purported amendment or modification to the Bylaws which is contrary to or inconsistent with the Declaration or the Articles shall be void to the extent of such inconsistency.

## **ARTICLE VIII** **Miscellaneous**

8.1 Severability. The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision or portion hereof.

8.2 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Master Bylaws nor the intent of any provision hereof.

8.3 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

8.4 Venue. The proper venue for any dispute arising in connection with these Bylaws shall be Maricopa County.



**CERTIFICATION**

The President of the Association hereby certifies that the foregoing Bylaws constitute the Bylaws duly adopted by the Members of the Association.

DATED this 15 day of May, 2018.

CASA BELLA II CONDOMINIUMS MASTER OWNERS  
ASSOCIATION, INC.

By: Bobbie Reid  
Its: President