

AMENDED AND RESTATED BYLAWS
OF
NORTH PHOENIX TATUM HOMEOWNERS ASSOCIATION, INC.,
an Arizona non-profit corporation

ARTICLE I

GENERAL PROVISIONS

1.1 Name. The name of this non-profit corporation is "North Phoenix Tatum Homeowners Association, Inc," which hereinafter may be referred to as the "Association."

1.2 Principal Office. The Association may establish such office or offices at such other places within the State of Arizona as the Board of Directors may from time to time designate. At the date of this revision the principal office of the Association is located at 4135 S. Power Road, Suite 122, Mesa, AZ 85212-3626.

1.3 Defined Terms. Capital terms not otherwise defined in these Amended and Restated Bylaws ("Bylaws") shall have the meanings specified for such terms in the Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions for Tatum Manor and Tatum Heights recorded on March 24, 1992 at Document No. 1992-0151682, Official Records of Maricopa County, Arizona ("Declaration").

1.4 Conflicting Provisions. In the case of any conflict between the Articles of Incorporation for the Association ("Articles") and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

1.5 Association Seal. The ASSOCIATION seal shall be in such form as the Board of Directors may time to time determine. An Association seal shall not be requisite to the validity of any instrument executed by or on behalf of the Association.

1.6 Designation of Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

1.7 Books and Records. The books, records, and papers of the Association shall be available for inspection by any Member during reasonable business hours for a proper purpose. The Project Documents shall be available for inspection by any Member during reasonable business hours for a proper purpose at the principal office of the Association, where copies may be purchased at reasonable cost.

1.8 Amendment. These Bylaws may be altered, added to, amended or repealed at either: (1) any meeting of the Directors by an affirmative vote of two-thirds of the Directors entitled to vote thereat; or (2) at any meeting of the Members by affirmative vote of a majority of Owners

entitled to vote thereat; provided that notice of the proposed alteration, addition, amendment or repeal shall have been given in the notice of such meeting.

1.9 Exemption of Private Property. The private property of each and every officer, Director, and Member of this Association at all times shall be exempt from all debts and liabilities of the Association.

1.10 Incorporation by Reference. The Declaration and the Articles, each as amended and supplemented from time to time as therein provided, are incorporated herein by reference.

ARTICLE II

MEETINGS OF MEMBERS

2.1 Annual Meeting. An annual meeting of Members shall be held on such date and at such time as shall be designated from time to time by the Board and stated in the notice of the meeting for the purpose of electing Directors, hearing the report of the Treasurer, and transacting other business authorized to be transacted by the Members. In no case shall the annual meeting be scheduled for a date beyond fifteen (15) months of the previous annual meeting. The location of the annual meeting shall be convenient to resident Members of the Association.

2.2 Special Meetings. Special meetings of the Members may be called at any time by the President, Board of Directors, or upon a written request signed by Members having at least one-tenth (1/10) of the total authorized votes. The location of Special Meetings shall be convenient to resident Members of the Association.

2.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at that meeting addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, hour, and purpose of the meeting. By attending a meeting, a Member waives any right he/she may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the laws of the State of Arizona.

2.4 Quorum and Voting. Except as otherwise provided in the Articles, the Declaration, or these Bylaws, the presence (at the beginning of such meeting) in person or by absentee ballot of Members entitled to cast one-tenth (1/10) of the total votes entitled to be cast in the Association shall constitute a quorum at all duly called and noticed meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except as otherwise provided in the Articles, the Declaration, or these Bylaws, any action which must have the approval of the Members of the Association before being undertaken shall require the vote of fifty-one percent (51%) of the Members present (in person or absentee ballot) and voting at a duly called and held meeting of the Members at which a quorum is present.

2.5 Absentee Ballot. At all meetings of Members, each Member may vote in person or by absentee ballot. All absentee ballots shall be in writing and conform with Arizona Statutes Title 33, Chapter 16, Article 1, Section 33-1812. Members may not vote by means of proxy.

2.6 Eligibility. The membership of the Association shall consist of all Owners of Lots. Membership in the Association shall be mandatory, and no Owner during his/her ownership of a Lot shall have the right to relinquish or terminate his/her membership in the Association. By accepting a deed to a Lot or otherwise becoming an Owner, each Owner enters into a contract with the Association and the other Owners whereby the Owner becomes a Member of the Association and is bound by the terms of the Declaration, Articles, Bylaws, and the other Project Documents, all as may from time to time be amended.

2.7 Open Meetings. Notwithstanding any provision of the Articles, the Declaration, or these Bylaws to the contrary, all meetings of the Association (and any committee thereof) shall be conducted in compliance with the Arizona Open Meeting laws applicable to the Association, A.R.S. §§ 33-1248 and 1804.

2.8 Parliamentary Rules. The rules contained in the current edition of Roberts Rules of Order shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number. The affairs of this Association shall be managed by a Board of Directors (singularly or collectively, as applicable, referred to as the "Board", "Directors", "Director", or "Board of Directors"). The Board of Directors shall be elected by the Members. All Directors must be Members of the Association. The Board shall have a minimum of three (3) Directors, or such greater, odd number as may be determined by the Board in accordance with the Articles, which specifies the maximum number of Directors as seven (7).

3.2 Term of Office. So long as the Board of Directors is comprised of three (3) persons, the Directors shall hold office in staggered terms for one (1) year, two (2) year, and three (3) year terms, respectively, and until their successors are appointed and qualified. The first term of the Director with a one (1) year term shall end as of the date of the first annual meeting of the Members, and each subsequent term shall end on the date of each subsequent annual meeting of the Members. The first term of the Director with a two (2) year term shall end as of the date of the second annual meeting of the Members, and all subsequent terms shall end on the date of the fourth, sixth, eighth, tenth, etc. annual meeting of the Members. The first term of the Director with a three (3) year term shall end on the date of the third annual meeting of the Members, and all subsequent terms shall end on the date of the sixth, ninth, twelfth, fifteenth, etc. annual meeting of the Members. If the number of Directors is expanded beyond three (3) Directors to any larger number permitted by the Articles, the additional Directors shall serve three (3) year terms. Should the seats of multiple Directors having differing terms come up for election at the same time, the candidate(s) with the greater number of votes will assume the seat(s) having the longer term.

3.3 Resignation and Disqualification. Any Director may resign at any time by giving written notice to the Board, the President, or the Secretary, and the resignation shall be effective as of the date of receipt or at any later time specified in this notice. The unexcused absence of any Director from three (3) consecutive regular meetings of the Board shall be considered an automatic resignation. In the event that a Director ceases to be an Owner of a Lot, or have interest therein, the directorship shall immediately and automatically terminate. A Director shall be considered disqualified to serve on the Board if such Director is more than thirty (30) days delinquent in the payment of an Assessment or in violation of the Declarations or Architectural Rules and after thirty (30) days delinquent in the payment of an Assessment or in violation of the Declarations or Architectural Rules shall be considered to have tendered an automatic resignation.

3.4 Removal by Members. The Members, by a majority vote of Members entitled to vote and voting on the matter at a meeting of the Members called pursuant to this Section at which a quorum is present, may remove any member of the Board of Directors, with or without cause. On receipt of a petition that calls for removal of a member of the Board of Directors and that is signed by the number of Persons who are entitled to cast at least twenty-five percent (25%) of the votes in the Association or one hundred (100) votes in the Association, whichever is less, the Board of Directors shall call and provide notice of a special meeting of the Association as prescribed by Section 2.3. The special meeting shall be called, noticed and held within thirty days after receipt of the petition. For purposes of a special meeting called pursuant to this Section, a quorum is present if the number of Owners to whom at least twenty percent (20%) of the votes or one thousand votes, whichever is less, are allocated is present at the meeting or as otherwise permitted by law. The Board of Directors shall retain all documents and other records relating to the proposed removal of the member of the Board of Directors for at least one year after the date of the special meeting and shall permit Members to inspect those documents and records pursuant to Arizona Revised Statutes. A petition that calls for the removal of the same member of the Board of Directors shall not be submitted more than once during each term of office for that member. If a civil action is filed regarding the removal of a member of the Board of Directors, the prevailing party in the civil action shall be awarded its reasonable attorney fees and costs.

3.5 Compensation. No Director shall receive compensation for any service rendered to the Association; however, any Director may be reimbursed for actual expenses incurred in the performance of his/her duties.

3.6 Action Taken Without A Meeting. The Directors shall have the right to take any action without holding formal meeting by obtaining the unanimous written consent of all the Directors. The action must be evidenced by one or more written consents describing the action taken, signed by each Director and filed with the minutes of the proceedings of the next Board meeting. To the extent permitted by law, written evidence may be comprised of documents obtained by means of facsimile or electronic communications, e.g., email.

3.7 Vacancies. Vacancies on the Board caused by any reason shall be filled by a majority vote of the remaining Directors at the first regular or special meeting of the Board held after the occurrence of such vacancy, even though the Directors present at such meeting may constitute

less than a quorum. A Board appointed Director shall hold office until the next annual meeting of Members when the appointed Director can stand for election by the membership to the vacated seat. Each person so elected shall serve the unexpired portion of the prior Director's term. Should the prior Director's term have expired, or nearly expired, the elected successor shall serve a term equal to that of the prior Director's term of one (1), two (2), or three (3) years.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board. Such meetings shall be held at least once during each fiscal year. The location of the regular meeting shall be convenient to resident Members of the Association.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each Director, given in writing, by hand delivery, mail, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors. The location of the special meeting shall be convenient to resident Members of the Association.

3.10 Quorum of Directors. A majority of the Directors present at the beginning of the meeting shall constitute a quorum for the transaction of business. Unless otherwise specified by these Bylaws, the Articles, or the Declaration, every act or decision done or made by a majority of the Directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

3.11 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Declaration, the Articles, or the other Project Documents to be exercised or performed by the Members, and the Board shall have the following powers and duties, without limitation:

(1) Open bank accounts for purposes of operations and capital reserves on behalf of the Association and designate the signatories of the Association;

(2) Make or contract for the making of repairs, additions, improvements, and alterations of the Common Areas, in accordance with (and as specified in) the Declaration and Project Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(3) In the exercise of its sole discretion, enforce by legal means the provisions of the Declaration and the Project Documents including, without limitation, the collection of any assessments;

(4) Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Common Areas and provide services for the Members, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(5) Provide for the operation, care, upkeep, and maintenance of all of the Common Areas and borrow money on behalf of the Association in accordance with the Articles;

(6) Prepare, amend, and adopt an annual budget for the Association to the commencement of each fiscal year;

(7) Adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members and their family members, guests, lessees, and invitees on the Common Areas and establish penalties for infraction;

(8) Suspend the voting rights and the right to the use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment or other amounts due under the terms of the Declaration and/or the other Project Documents for a period of fifteen (15) days, and in the case of any non-monetary default, for any period during which such infraction of the Declaration and/or the other Project Documents remains uncured;

(9) Exercise, on behalf of the Association, all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Declaration and/or other Project Documents;

(10) Monitor the membership status of Directors and Member appointees and deliberate on possible termination, or disqualification, in cases of delinquency, violation, or excessive absences;

(11) Employ, hire, and dismiss such employees as they deem necessary and to prescribe their duties and their compensation;

(12) Hire or employ a manager, whether as an independent contractor or as an employee, to perform such services and duties as the Board may direct including, but without limitation, any of the duties granted to the officers of the Association in these Bylaws or any duties of the Board of Directors set forth in this Section 3.11, or dismiss or terminate such manager;

(13) Keep or cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing sufficiently in advance of such meeting by any Member entitled to vote;

(14) Delegate powers to officers, agents, committees, and employees and supervise all officers, agents, committees, and employees to see that their duties are properly performed;

(15) As more fully provided in the Declaration to: (i) fix the amount of the annual assessment against each Lot, (ii) send written notice of each assessment to every Owner subject to an assessment, (iii) assess a late charge for any late payments, and (iv) record, within a reasonable time, a notice and claim of lien against any Lot for which assessments are not paid,

and foreclose the same within a reasonable time or, in the discretion of the Board of Directors, bring an action at law or equity against the Owner personally obligated to pay the same;

(16) Issue, or cause an appropriate officer to issue, upon demand, to any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(17) Procure and maintain property liability and other insurance coverage in such amounts as required by the Declaration;

(18) Cause all officers or employees having fiscal responsibilities to be bonded , as it may deem appropriate;

(19) Cause the Common Areas to be maintained, as more fully set forth in the Declaration;

(20) Institute, defend, and intervene in any litigation or administrative proceedings in its own name or on behalf of the Owners;

(21) Carry out disciplinary action against Members violating the Declarations or rules as stipulated in the Declarations, Bylaws, and Rules; and

(22) Establish and maintain sound financial policies in the exercise of fiduciary duty.

3.12 Fiduciary Duty. The Directors shall exercise their powers and duties consistent with their fiduciary duties and responsibilities.

ARTICLE IV

OFFICERS AND THEIR DUTIES

4.1 Enumeration of Officers. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The officers are elected from among the Directors by the vote of the Board.

4.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

4.3 Term. The officers of the Association shall be elected annually by the Board, and each officer shall hold office for one (1) year unless he/she shall sooner resign, be removed, or be otherwise disqualified to serve.

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

4.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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 receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the resignation notice, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

4.7 Multiple Offices. So far as permitted by law, the same person may simultaneously occupy more than one office except the President may not at the same time hold the office of Vice President or Secretary.

4.8 Powers and Duties. To the extent such powers and duties are not assigned or delegated to a manager pursuant to Section 3.11(12) of these Bylaws, the powers and duties of the officers shall be as follows:

(1) President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the Board or the Members; shall see that orders and resolutions of the Board are carried into effect; and shall have general and active management of the business of the Association.

(2) Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board;

(3) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal, if any, of the Association; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by authorization of the Board; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and, in general, perform all the duties incident to the office of Treasurer or as required by the Board. Should the Board employ, or contract, a manager to perform any, or all, of the Treasurer's duties, the Treasurer is to review and understand the accounting method and ensuing reports, and affirm the consistent application of accounting principles. The Treasurer will periodically review the financial reports before the Board of Directors, who will receive the reports in their entirety.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification. The Association shall have the power and authority to indemnify any past, present, or future Member, officer, Director, incorporator, employee, committee appointee, or agent of the Association to the fullest extent permitted by Arizona law. This power of indemnification shall extend to third-party actions and derivative actions. Indemnification is not to be considered absolute as exceptions exist in both Arizona law and in the applicable Indemnity Insurance Policy for egregious conduct including those judged to be intentionally harmful, or intentionally criminal.

5.2 Procedure. The circumstances and procedures for effecting an indemnification by the Association shall be governed by A.R.S. §§ 10-3850 through 10-3858, as applicable and as may be amended from time to time.

5.3 Scope of Article. The indemnification provided by this Article V is not exclusive of any other rights to which those indemnified may be entitled under any agreement or any vote of majority Members or disinterested Directors or otherwise, both as to an action in the person's official capacity and as to an action in another capacity while holding such office.

ARTICLE VI

ARCHITECTURAL CONTROL

6.1 Committee Composition. The Architectural Committee shall be composed of the Board or three (3) or more representatives appointed by the Board. None shall be required to be an architect or to meet any other particular qualifications. Such persons need not be, but may be, a member of the Board or an officer of the Association. The Board may increase the number of persons on the Architectural Committee, but the number of persons must always be an odd number.

6.2 Terms of Office. The term of office for appointed members of the Architectural Committee shall be a period of one (1) year, or until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Any members who have resigned, been removed, or whose terms have expired may be reappointed.

6.3 Appointment and Removal. Except as may be otherwise provided in the Declaration, the right to appoint and remove all members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board; provided, however, that no member may be removed from the Architectural Committee by the Board except by the vote or written consent of more than fifty percent (50%) of the entire Board.

6.4 Resignations. Any member of the Architectural Committee may resign at any time upon written notice to the Board.

6.5 Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation, or removal of any member. Should the Board fail to appoint at least three (3) persons to the Architectural Committee, the Board shall serve as the Architectural Committee.

6.6 Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms of the Declaration, to adopt Architectural Committee rules, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by the Declaration.

6.7 Meetings. The Architectural Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of a majority of the members of the Architectural Committee, at a meeting or otherwise, shall constitute the act of the Architectural Committee unless the unanimous decision of the Architectural Committee is required by any other provision of the Declaration. The Architectural Committee shall keep and maintain a written record of all actions taken by it at such meeting or otherwise.

6.8 Compensation. Members of the Architectural Committee shall not be entitled to compensation for their services.

6.9 Architectural Committee Rules. The Architectural Committee may adopt, amend, and repeal, by unanimous vote or written consent, rules and regulations. These rules shall interpret and implement the Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features which are recommended for use within the Property.

6.10 Waiver. The approval by the Architectural Committee of the plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification, or matter subsequently submitted for approval.

6.11 Liability. So long as he/she has acted in good faith on the basis of information actually possessed, neither the Architectural Committee nor any member of the Architectural Committee shall be liable to the Association, any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any portion of the Property; or (iv) the execution and filing of any estoppel certificate, whether or not the facts in the estoppel certificate are correct.

6.12 Time for Approval. In the event the Architectural Committee fails to approve or disapprove any application for approval within thirty (30) days after its receipt of the application, together with complete and legible copies of the supporting plans and specifications, the

application shall be deemed approved, and further approval will not be required, and this Article VI will be deemed to have been complied with.

ARTICLE VII

AD HOC COMMITTEES

7.1 **Committee Formation.** Consistent with the powers and duties enumerated in Section 3.11, the Board of Directors may authorize one or more ad hoc Committees, each of which will consist of at least one committee chair and two or more committee members. Committee members may be members of the Board of Directors, Members of the Association, or other interested individuals. The precise nature and scope of the delegation is to be specified in the Board's motion authorizing formation of the Committee.

7.2 **Duration and Term of Office.** An ad hoc Committee is authorized to operate for a period of one (1) year unless (i) the task is completed earlier, (ii) withdrawn by action of the Board, or (iii) renewed for another one (1) year period by the Board. The term of office of the appointed members of the ad hoc Committee is the smaller of the duration of the Committee, or one (1) year. Any members who have resigned, been removed, or whose terms have expired may be reappointed.

7.3 **Appointment and Removal.** The Committee members and chair shall be appointed by the President of the Association, who will act with the Board's approval. The right to remove members of an ad hoc Committee shall be solely vested in the Board, which shall require a vote or written consent of more than fifty percent (50%) of the Board members.

7.4 **Duties.** The studies, findings, and recommendations of all Committees will be reported to the Board of Directors for consideration and action, except as otherwise ordered by the Board of Directors. Committees may adopt such rules for the conduct of business as are appropriate and as are not inconsistent with these Bylaws, the Declarations, the Articles, or Arizona law.

7.5 **Records.** Ad hoc Committees are responsible for preparing minutes of their meetings and periodic reports to the Board of Directors. These records are to be filed with the Secretary of the Board for inclusion in the records of the Association.

These Bylaws initially adopted March 24, 1992, and amended from time to time, and amended and restated this 23rd day of April, 2013.

North Phoenix Tatum Homeowners Association, Inc., an Arizona non-profit corporation

By: 

Name: Barbara L. Green

Its: President