



Clint G. Goodman, Esq. t
Maura A. Abernethy, Esq. t
Ashley N. Moscarello, Esq. t
t Licensed in Arizona

September 8, 2017

CASA REQUENA HOMEOWNERS ASSOCIATION

NOTICE OF APPROVAL OF AMENDMENTS TO BYLAWS

Dear Members:

This notice is to inform you that the proposed amendments to the Bylaws were approved by the membership (at least two-thirds (2/3) of the eligible voters voted in favor of them). As such, the enclosed Bylaws are now effective.

Please discard any earlier version of the Bylaws and replace them with this version.

Very truly yours,
GOODMAN LAW GROUP, L.L.P.

A handwritten signature in black ink, appearing to read 'Maura A. Abernethy', is positioned below the typed name.

Maura A. Abernethy, Esq.
For the Firm

/MAA
Encl.

(844) 346-6352
www.goodlaw.legal

3654 N. Power Rd., Suite 132 | Mesa, AZ 85215

CASA REQUENA

BYLAWS

Effective September 2017

**PLEASE KEEP THESE BYLAWS OF CASA REQUENA HOMEOWNERS ASSOCIATION IN A
CONVENIENT PLACE FOR EASY REFERENCE. ALL QUESTIONS SHOULD BE DIRECTED TO:**

VISION COMMUNITY MANAGEMENT

480-759-4945

ARTICLE I PLAN OF CONDOMINIUM OWNERSHIP

Section 1 Name

The name of the corporation is "CASA REQUENA HOMEOWNERS ASSOCIATION," hereinafter referred to as the "Association."

Section 2 Condominium Ownership and Property Description

The project is located at:

CASA REQUENA, a condominium project a subdivision of airspace situated in part of Lot 5, Block 11, Security Acres Amended, recorded in Book 226 of Maps, Page 36, records of the Maricopa County Recorder.

and such additions thereto as may hereafter be brought within the jurisdiction of the association; is a condominium project pursuant to the provisions of Section 33-1201 *et. seq.*, Arizona Revised Statutes, as the same may be amended.

Section 3 Bylaws Applicability

The provisions of these Bylaws are applicable to the project. (The term "project" used herein shall include the land and all structures and improvements thereon.)

Section 4 Personal Application

All owners, members, tenants, residents, or any other person who might use the facilities or the project, in any manner, are subject to the regulations set forth in the Association Rules and Regulations, the Articles of Incorporation, these Bylaws, and the Declaration of Horizontal Property Regime and Covenants, Conditions and Restrictions (hereinafter "Declaration") applicable to the property or any portion thereof, and as the same may be amended from time to time as herein or therein provided.

The mere acquisition or rental of any of the units of the project, or the mere act of occupancy of any of the units will signify that the Association Rules and Regulations, these Bylaws, the provisions of the Articles of Incorporation and the Declaration are accepted and ratified, and will be complied with.

Rules and regulations contained in all official documents are enforceable at any time unless they are specifically waived by the Board in writing.

ARTICLE II VOTING, MAJORITY OF OWNERS, QUORUM, CUMULATIVE VOTING, VOTER QUALIFICATION, COMMITTEES

Section 1 Voting

There shall be one vote per ownership for each of the 54 condominium units. Votes may be cast in person or by absentee ballot returned to the management company by the voting deadline specified on the ballot.

Section 2 Majority of Owners

A majority of owners shall consist of at least 51% of the eligible ownerships represented in person or by ballot returned to the management company by the voting deadline specified on the ballot. See additional details in the Meetings Table.

Section 3 Quorum

Except as otherwise provided in these Bylaws, the presence in person or by completed ballot of a majority of owners as defined in Section 2 of the Article, shall constitute a quorum.

Section 4 Cumulative Voting

In voting for Directors of the Association, each voter/owner shall be entitled to cast votes equal to the number of board vacancies to be filled. All votes may be given to a single candidate or may be distributed over the slate of candidates in any combination that does not exceed the number of vacancies to be filled.

Section 5 Voter Qualification

To be eligible to vote at the Annual or Special Association Meetings or on any other ballot, owners must be current in all regular and special assessments, late charges, interest and fines. Notwithstanding, if an owner's accounts receivable balance as shown in the most recently received financial report is not more than 30 days in arrears on amounts not greater than \$150.00, the owner will be eligible to vote.

Section 6 Committees

The Association shall have committees as appointed by the Board of Directors on an ad hoc/as needed basis, except as follows:

A Documents Committee, formerly the By-Laws Committee, will be elected each year at the Annual General Meeting. Candidates may be nominated by any owner and their names placed on the annual ballot and notice sent to the owners by the management company. Board members are not allowed to serve on the Documents Committee.

The Documents Committee will review the current documents, including but not limited to, and as appropriate, the Covenants, Conditions and Restrictions, the Bylaws and the Rules and Regulations, and will recommend proposed changes to the Board of Directors. The Board of Directors will review the recommendations and may submit the recommendations for a legal review. When ready, the recommended changes will be put to a vote of the Association membership, as defined in Article IX of these Bylaws.

Other committees that the Board may appoint include, but are not limited to:

Compliance Committee - to conduct or assist the management company with the verification of the eligibility of owners who vote at the annual meeting or in other elections;

Nominations Committee – that receives nominations for any upcoming Board vacancies, works with the management company to create the annual ballot and help ensure it is distributed to the owners in a proper and timely manner, with deadlines and instructions for the return of completed ballots. (See the Meeting Table for details on timing and action plans for each meeting.)

ARTICLE III ADMINISTRATION

Section 1 Association Responsibilities

The owners of the condominium will constitute the membership of the Association, which will have the responsibility of approving the annual budget at the Annual General Meeting. The budget will be posted on the management company’s website, or otherwise made available for review by the owners at least one week prior to the Annual General Meeting.

Administering the Project, establishing monthly assessments and arranging for outside professional management of the Project pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of a management agent will be discharged through the Association’s Board of Directors.

Section 2 Place of Meetings

Meetings of the Association shall be held at the clubhouse or other such suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3 Types of Meetings

Annual General Meetings – The annual meeting of the members shall be held in accordance with the Meetings Notice Table below. At such meetings, there shall be elected by secret ballot of the owners, a Board of Directors in accordance with the requirements of Section I of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Special Meetings – of the members may be called by the President on 3-7 days’ notice to each director and the owners, in accordance with the Meetings Notice Table. Special meetings of the Board of Directors shall be called in like manner and with like notice upon the written request of at least three (3) Directors. Minutes of the meetings must be made available for inspection by owners within fourteen (14) days of the completion of the meetings.

Regular Meetings of the Board – may be held at such time and place as may be determined by the President in accordance with the Meetings Notice Table. Minutes shall be made available for inspection by owners within fourteen (14) days of the completion of the meetings.

Other Meetings of the Members or the Board – may be held at such time and place as may be determined by the Board President in accordance with the Meetings Notice Table.

Section 4 Special Meetings

It shall be the duty of the President to call a Special Meeting of the owners of record as directed by Resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any such Special Meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

Section 5 Notice of Meetings

It shall be the duty of the Secretary to send a notice of each Annual or Special Meeting to each owner of record, stating the purpose as well as the time and place of each such meeting. Annual meeting notices must provide at least 60 and not more than 70 days' notice prior to such meetings, or as required by Arizona State law. The proof of sending a notice shall be considered notice served. Included with the notice for the Annual General Meeting of the Association will be Board and Committee nominations for the succeeding year together with ballots and instructions for their completion and return.

Details on Meeting Notices are as follows:

<u>Meetings Notices</u>				
	Type of Meeting			
	<u><i>Annual</i></u>	<u><i>Special</i></u>	<u><i>Regular</i></u>	<u><i>Other</i></u>
Notices:				
Amount of Notice	60-70 days	3-7 days	48-72 hours	48-72 hours
Timing	3 rd Monday in February	As Needed	At least 2 per fiscal year and as needed	As Needed
Purpose	Annual	Defined	Open Agenda	Informational/TBD
Place	Clubhouse/Electronic	Clubhouse/Electronic	Clubhouse/Electronic	TBD
Who	All Owners	All Owners	All Owners	TBD
Notification Tools	US Postal Service/Email/Posted Around Property*	Email/Posted Around Property	Email/Posted Around Property	Email/Posted Around Property
* Recommended posting places: pool gates, mailbox bulletin board, garbage area and/or at each unit				

Section 6 Adjourned Meetings

If any meeting of the owners cannot be organized or held because a quorum is not represented, the owners who are present either in person or by completed ballot, may adjourn the meeting and subject to the same notice requirement call another meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If a quorum still cannot be present, the Board of Directors may determine the best course of action and inform the owners.

Section 7 Order of Business

The order of business at all Annual and Special Meetings of the owners shall be as follows:

- (A) Roll call and verification of quorum and voters' eligibility;
- (B) Proof of notice of meeting and agenda;
- (C) Reading of minutes of proceeding meeting;
- (D) Reports by officers;
- (E) Reports by committees;
- (F) Unfinished business;
- (G) New business;
- (H) Elections, if any.

ARTICLE IV BOARD OF DIRECTORS

Section 1 Number and Qualification

The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners in good standing with the Association, including all dues and assessments paid up and current. Board members may serve on all committees except the Documents Committee. If a Nominating Committee is appointed, Board members may not serve on that committee either. Board member representation on all other committees is strongly recommended, but not required.

Section 2 Powers and Duties

The Board of Directors shall have the powers and duties necessary to carry out the administration of the affairs of the Association. The powers of the Board of Directors shall include, but not be limited to the following:

- (A) Engaging an independent professional management company to operate the day-to-day and periodic details of the Project. In addition to the duties imposed by these Bylaws or by resolutions of the Association, the management company shall be responsible for the following:
 - a. Care, upkeep and surveillance of the Project and the common areas and facilities and of the restricted common areas and facilities;

- b. Collection of monthly and special assessments from the owners;
- c. Designation and dismissal of the personnel necessary for maintenance and operation of the Project, the common areas and facilities, and the restricted areas and facilities;
- (B) Enforcement of the provisions of the Declarations, Articles of Incorporation, Bylaws or other agreement(s).
- (C) Supervision of the management company on matters related to landscaping/gardening, utilities, materials and supplies, legal and accounting services and services relating to the common areas including the elevator, pool/spa, clubhouse, liability and insurance;
- (D) Paying taxes and special assessments that are or would become a lien on the entire project or common areas;
- (E) Paying for reconstruction of any portion or portions of the Project damaged or destroyed that are to be rebuilt;
- (F) The authority to recommend changes to this Section.

To protect the interest of the Association, the Board of Directors will secure written contracts and confidential competitive bids on all commitments of \$1,000.00 or more. Commitments for legal services on behalf of the Association must have prior approval by the Board of Directors.

Section 3 Term of Office

The term of office for each Director shall be fixed at two (2) years. Terms shall be staggered such that at each Annual General Meeting three (3) or two (2) Directors shall be elected alternatively for two (2) year terms.

Terms of Directors shall run from the date of election at the Annual General Meeting. If a quorum of qualified voters is not available at the Annual General Meeting, terms of current Board members will be extended until such time as a quorum can be achieved at a subsequently convened meeting of the Association, but in no case for more than 90 days. Extension of terms under these circumstances is contingent upon the willingness of the Board members to continue to serve.

Section 4 Vacancies

Board vacancies due to death, resignation, or termination of condominium ownership shall be filled by a vote of the remaining Directors and each person so appointed shall remain a Director for the unexpired term of the Board member replaced.

Section 5 Removal of Directors

On receipt of a petition signed by a minimum of 14 members (25 percent of ownerships) calling for the removal, with or without cause, of any member of the Board of Directors, the Board will send out a notice of a Special Meeting for a vote on the proposed removal. The meeting will be called, noticed and held within 30 days of the receipt of the petition. For this meeting, a quorum

is 20% of the owners eligible to vote, present in person or by qualified ballot. A majority vote of those entitled to vote and voting may remove a Board member. All documents relating to such action will be retained for a minimum of one (1) year. A Board member cannot be subject to a petition for removal more than once during his or her term of office.

Section 6 Organization Meeting

The first meeting of a newly elected Board of Directors shall be held within seven (7) days of election at such place as shall be fixed by the Directors at the meeting at which the Directors were elected.

Section 7 Board of Directors Quorum

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors a quorum is not present, those present must adjourn the meeting and reschedule it for a time when a quorum can be present.

Section 8 Action Without Meeting

The Directors shall have the right to take any action without a meeting that they could take at a meeting by obtaining the unanimous written consent approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting.

Section 9 Fidelity Bonds

The Board of Directors shall require that all officers and employees of the management company handling or are responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the management company.

Section 10 Independent Audit

Within thirty (30) days of the close of each fiscal year, the Board shall cause an independent audit, review or financial compilation of the accounts of the Association, including those administered by the management company, by a Certified Public Accountant. The choice of audit, review or compilation shall be at the discretion of the Board. Upon completion of such audit, review or financial compilation the Board shall cause to be prepared and delivered to each unit owner within 30 days after completion a true and exact copy.

Section 11 Disbursements

All bills will be presented to a Board designated officer for approval prior to payment and one Board member will co-sign or otherwise authorize all checks along with the management company. There will be two or more approved Board check signers. The Treasurer and the President will be the approved signers unless otherwise directed.

ARTICLE V OFFICERS

Section 1 Designation

The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

Section 2 Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3 President

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and Board of Directors. S/He shall have all of the general powers and duties that are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the owners from time to time as may be appropriate to assist in the conduct of the affairs of the Association. The President will confer monthly with the management company and report to the Board and the Association all matters of financial relevance and any other matters of general interest. The President of the Board of Directors shall not serve more than two (2) consecutive years as President.

Section 4 Vice President

The Vice President shall preside over all regular and special Board meetings whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Treasurer shall preside. The Vice President shall also perform such other duties as might be imposed from time to time by either the President or the Board.

Section 5 Secretary

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of meetings of the Association, shall have custody of such books and papers as the Board of Directors may direct, and shall in general, perform all duties incident to the Office of Secretary.

Upon request by any member in good standing of the Association, the Secretary must provide within ten (10) days, minutes of the previous meeting.

Section 6 Treasurer

The management company shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The management company shall also maintain up-to-date records of delinquent accounts.

The Treasurer's responsibilities also include:

- A) Monitoring the monthly management company's administration of the funds, reconciling bank balances and CD's shown on the financial statements with copies of the monthly bank statement;
- B) Verifying annually, the management company's compliance with fidelity bond requirements as set forth in Article 4, Section 9 of this document;
- C) Upon request by any member in good standing of the Association, providing a copy of the most recent financial statement within ten (10) days.

ARTICLE VI OBLIGATION OF THE OWNERS

Section 1 Assessments

All owners are obligated to pay regular and special assessments imposed by the Association to meet all project common expenses, which may include an insurance policy to cover repairs due to acts of nature and weather. Any assessments shall be made according to the shares of each condominium owner, as stipulated in the Declaration. Such assessments shall include monthly payments to a general operation reserve and a reserve fund for replacements. Not later than thirty (30) days prior to the beginning of each calendar year, the Association shall estimate the total charges to be assessed to each condominium.

Each owner thereof shall thereafter pay to the Association his or her assessments in twelve (12) equal installments, each installment to be due and payable on or before the first day of each month. A \$5.00 late charge will be imposed if not paid within ten (10) days of the assessment due date. Unpaid balances at the end of each month will be charged interest at the rate of 12% per annum, compounded monthly. All payments received on an account shall be applied in accordance with Arizona law.

In the event the Association shall determine that the estimate of total charges for the current year is or will become inadequate to meet the total expenses of the Project for any reason, it shall immediately determine the appropriate amount of such inadequacy and issue a supplemental estimate of the total surcharges to be assessed against each condominium. The Association at its discretion may prorate any such supplemental assessment over the remaining months of the calendar year, or immediately levy a special assessment against each condominium. Late and interest charges apply to supplemental assessments in the same manner as above.

The management company will add interest charges of 12% per annum, compounded monthly to all owners' accounts for any regular or special assessments, fines or other charges in arrears. This computation will be based upon the owners' receivable figure at the end of the month and will be added to the owners' accounts for the following month. Owners' account balances of one dollar (\$1.00) or less will be treated as zero for this computation. When special assessments are levied on two (2) or more installments the management company will assess the \$5.00 late charge on each installment.

Each assessment or any other charge made against a unit shall constitute a lien on such unit to secure the payment of such amounts. At its discretion and in accordance with Arizona law, the Board may elect to secure payment of delinquent owner accounts through judgment in Small Claims, Justice, or Superior courts; garnishment and other collection procedures; or by foreclosure or forced sale of delinquent owner properties. Legal and all other attendant costs of such proceedings are to be borne by the delinquent owner.

Section 2 Maintenance and Repair

Every owner must perform promptly all maintenance and repair work within his or her own unit, which if omitted, would affect the Project in its entirety or in part belonging to the owners, being expressly responsible for damages and liabilities that such failure might cause.

All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, lamps and other accessories belonging to the unit area shall be at the owner's expense.

An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through the owner's fault.

Section 3 Use of Family Units – Internal Changes

All units shall be utilized for residential purposes only and there shall be no exceptions whatsoever.

An owner may not make structural modifications or alterations in his or her unit or installation located therein without previously notifying the Association in writing through the management agent or through the President and/or Board of Directors. The Association will respond within thirty (30) days with requests for more information or as to whether the proposed changes are approved/disapproved.

Section 4 Right of Entry

An owner shall grant the right of entry to the unit to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening the unit, whether the owner is present or not.

An owner shall permit other owners or their representatives, when so required, to enter his or her unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, providing the requests for entry are made in advance and that each entry is at a time convenient to the owner. In cases of emergency, right of entry is immediate.

Owners are required to make known the whereabouts of a readily available key, or provide a key to the Association, that will permit entry for performing installations or repairs to mechanical, electrical or other building services, or to deal with emergency conditions involving other owners. Should the owner not make such means of access available, the Association has the right to hire

a professional bonded locksmith for entry, or to use any other means necessary to gain emergency immediate access, and to charge the owner for the services.

ARTICLE VII TERMINOLOGY

The following terms, as used in these Bylaws, shall have the same meaning as are applied to such terms in the Declaration: project, condominium, common areas and unit.

ARTICLE VIII CONFLICT WITH STATE LAWS/INCONSISTENCIES

Section 1 Conflict with State Law

In the event that any of these Bylaw provisions conflict with any provisions in the laws of the State of Arizona, such conflicting Bylaw provision shall be null and void upon final court determination to such effect, but all other Bylaw provisions shall remain in full force and effect.

The Board of Directors of the Association shall take directions on matters of legal conflict or potential or suspected conflict only from an attorney licensed to practice law in the State of Arizona.

Section 2 Inconsistencies

In the event of any conflict or inconsistencies with the Declaration or with the Bylaws, or with the Rules and Regulations, neither the Board of Directors nor the Association, nor any member of the Association is empowered or otherwise authorized to take any action inconsistent with the Declaration until such time as being so advised by legal counsel and then such action shall be undertaken only in the name of the Association with full approval of the Board following a vote taken at a Special Meeting called for that purpose.

ARTICLE IX AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

These Bylaws and the Declaration referred to in Article I, Section 4 hereof, may be amended by the Association in a duly constituted meeting for such purpose, or by written consent of the membership. No amendment shall take effect unless approved by owners representing two thirds (2/3) of the eligible ownerships described in Article II, Section 1 of these Bylaws.

ARTICLE X COMPLIANCE WITH DECLARATION (CC&R'S), BYLAWS AND RULES AND REGULATIONS

Section 1 Fines and Penalties

Failure of owners to comply with the Association's Declaration, these Bylaws and the Rules and Regulations will result in the following:

- A) A letter of complaint must be submitted to the management company if the complaint is filed by an owner. Complainants may not be anonymous.

- B) Upon receipt of the written complaint, a letter of warning will be sent by the management company advising the owner of the offense with details on the complaint, deadlines for responses, and potential penalties.
- C) If the offense is not immediately corrected, a second letter will be sent, along with a notice of a \$100.00 fine. The letter will advise the owner that they are entitled to an opportunity to be heard by the Board at its next meeting. The request to be heard must be initiated by the owner within two (2) weeks of the date of the notice of the fine or within two (2) weeks of receipt of the notice. Failure to request or attend the hearing will constitute waiver of the right to be heard and the fine will be effective upon expiration of the two (2) week period.
- D) The alleged offending owner has the right to request exclusion of non-Board members other than witnesses pro and con from the portion of the Board meeting dealing with the penalty procedure.
- E) Each successive warning will include an additional \$100.00. Fines for violations of a continuous nature may be levied at the rate of \$100.00 per month.
- F) For violations of the Declaration, Bylaws or Rules and Regulations by renters or occupants other than the owner, notices and fines will be addresses to the absentee owner. The absentee owner may appear before the Board or may submit a letter of explanation to the management company directed to the Board within the two (2) week period. The owner's letter will be considered by the Board at its next meeting and the owner advised of its decision by letter from the management company.
- G) In addition, the Board may elect to take seek legal action. Whether or not a lawsuit is filed, the owner is responsible to pay the principal amount due and owing, interest and legal fees and costs.

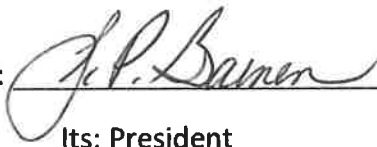
Note: All absentee and landlord owners are required to provide the Association with their mailing address and other contact information. In addition, owners leasing their units are required to provide the following information to the Association:

1. The names of the adult tenants and their contact information;
2. Description of the vehicles and license plates;
3. The lease duration (beginning and end date); and
4. All landlord owners shall abate criminal activity as authorized in A.R.S. §12-991.

CERTIFICATION

The above Bylaws were approved by at least two-thirds of the members in accordance with Article IX of the 2004 Bylaws. These Bylaws are effective as of September 2017 thereby replacing all previous Bylaws.

CASA REQUENA HOMEOWNERS ASSOCIATION

BY:  _____
Its: President