

SECOND AMENDED AND RESTATED BYLAWS

OF

**GREEN VALLEY COUNTRY CLUB VISTAS II
PROPERTY OWNERS' ASSOCIATION, INC.
an Arizona non-profit corporation**

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ARTICLE I.
INTRODUCTION

1.1 Amendment and Restatement of Bylaws. These Amended and Restated Bylaws (these "Bylaws") of Green Valley Country Club Vistas II Property Owners' Association, Inc., an Arizona nonprofit corporation (the "Association"), hereby amend and restate in their entirety all previous Bylaws of the Association. However, prior acts and actions taken in accordance with prior Bylaws are hereby validated and saved following adoption of these Bylaws. Any reference herein made to the Association's Bylaws will be deemed to refer to these Bylaws.

1.2 Declaration. The use of Country Club Vistas II for the benefit of the Members is governed by that certain *Covenants, Conditions and Restrictions for Country Club Vistas II*, recorded on September 20, 1990, in Docket 8877, Page 1174 *et seq.*, office of the Pima County Recorder, (the "Declaration"). All references to the Declaration shall include any amendments.

1.3 Governing Documents. The term "Governing Documents" shall refer to the Declaration, the Articles, the Bylaws and the Rules.

ARTICLE II.
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

2.1 Name. The name of the corporation is Country Club Vistas II Property Owners' Association, Inc. (the "Association").

2.2 Principal Office. The principal office of the Association shall be located in Green Valley, Pima County, Arizona.

2.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration, unless the context indicates otherwise.

ARTICLE III.
ASSOCIATION: MEMBERSHIP, MEETING, QUORUM, VOTING, PROXIES

3.1 Membership.

3.1.1. **Eligibility.** Each Owner of a Lot, by virtue of being an Owner, shall automatically be a Member of the Association.

3.1.2. **Appurtenant to Lot Ownership.** Membership in the Association shall be appurtenant to each Lot owned and shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership to a Lot, and then only to the transferee thereof. Upon

any transfer of ownership of a Lot, said membership shall automatically pass to the new Owner. Any attempted transfer of membership separate from the appurtenant Lot or Lots shall be void.

3.2 Place of Meetings. Meetings of the Association shall be held at a suitable place within Green Valley, Arizona as the Board may designate, either within Country Club Vistas II or without, provided such place is as convenient and practical for the Members as possible.

3.3 Annual Meetings. The Members shall meet at least annually with such annual meeting to be held in January of each year on a date and at a time set by the Board. At this meeting, the Board of Directors shall be elected and the reports of officers and committees will be presented, in addition to any other business that may be on the agenda.

3.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a written petition signed by Members representing at least 10% of the votes in the Association, except as otherwise provided in Arizona law. The petition shall state the purpose(s) of the proposed meeting, and the business transacted at the special meeting shall be confined to the purpose(s) stated in the petition. The close of business on the day before delivery of the petition 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 10% of the votes.

3.5 Notice of Meetings. A notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally, by first class mail, by electronic mail or facsimile, to each Member entitled to vote at such meeting, not fewer than fifteen (15) or more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose(s) for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Any notice required by these Bylaws will be effective and deemed to be delivered upon receipt when delivered personally; three (3) days after deposit in the United States Postal Service when mailed; one (1) business day after pick-up by the courier service when sent by overnight courier, properly addressed and prepaid; and on the business day after the date of the sender's electronic confirmation or receipt when sent by facsimile transmission. If sent by electronic mail, the notice shall be deemed delivered when sent to the intended recipient's electronic mail address and not returned to sender as "undeliverable" through the electronic mail server.

Notices will be sent to the addresses, facsimile numbers or electronic mail addresses last appearing on the records of the Association.

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

3.7 Voting Rights. No change in Membership shall be effective for voting purposes until the Board receives written notice of such change. There shall be one vote for each Lot, whether owned by one or more Persons. The vote for each Lot must be cast as a single vote. Fractional votes shall not be allowed. In the event that a Lot is owned by more than one Person and such Owners are unable to agree as to how their vote shall be cast, they shall not be entitled to vote on the matter in question. If any Owner casts a vote representing a certain Lot, he/she will be conclusively presumed to be acting with the authority and consent of all other owners of the same Lot unless written objection is made to the Board at or prior to the time the vote is cast. In the event that more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

3.8. Suspension of Voting Rights. If a Member is more than 30 days' delinquent in the payment of assessments, his right to vote shall be suspended until the account is brought current.

3.9 Voting Procedures.

3.9.1 At Meetings. For all votes conducted at a meeting, Members may vote in person or by proxy.

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

3.9.2.1 A written ballot shall:

(A) Set forth each proposed action.

(B) Provide an opportunity to vote for or against each proposed action.

3.9.2.2 Approval by written ballot is valid only if both:

- (A) The number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.
- (B) The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting.

3.9.2.3 All solicitations for votes by written ballot shall:

- (A) Indicate the number of responses needed to meet the quorum requirements.
- (B) State the percentage of approvals necessary to approve each matter other than election of Directors.
- (C) Specify the time by which a ballot must be delivered to the Association in order to be counted, which time shall not be fewer than ten (10) days after the date that the Association delivers the ballot.

3.9.2.4 The determination of eligibility and tabulation of votes shall proceed under the supervision of the Nominating Committee as hereinafter provided.

3.9.3 Voting shall proceed under supervision of the Nominating Committee.

3.9.3.1 The Nominating Committee shall be in attendance at all times during voting tabulation and during check-in at any meeting of Members, and the Committee designee(s) shall verify whether a Member is eligible to vote; and shall issue all of the official ballots and proxies. In addition, some or all of the Committee members shall witness the placing of the ballots and proxies into the ballot box at the meeting. .

3.9.3.2 The ballots and proxies shall remain sealed until the voting is closed, at which time the votes shall be tabulated.

3.9.3.3 Upon completion of the tabulation of ballots and proxies, the results shall be certified to the Board of Directors by the Nominating Committee and announced to the Membership either at a meeting or, if

written ballots are used in the absence of a meeting, by written notification to the Members.

3.9.3.4 In the event of a tie vote, there shall be coin toss solely for the purpose of breaking the tie.

3.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, Owners, or other groups as the context may indicate totaling more than 50% of the total eligible number.

3.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing at least ten percent (10%) of the votes in the Association shall constitute a quorum at all meetings of the Association.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary or designee shall take the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. Each meeting shall be conducted in accordance with **Section 8.2** hereof.

ARTICLE IV.

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

4.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, with each Director having one (1) equal vote. The Directors shall be Members. In the case of a Member which is not a natural person, any officer, director, member, partner or trust officer of such Member shall be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time.

4.2. Number of Directors. The Board shall consist of not fewer than five (5) or more than nine (9) Directors, as provided in **Sections 4.3** and **4.5** below, and provided there is an odd number of Directors on the Board.

4.3. Nomination and Election Procedures.

4.3.1 Nominations and Declarations of Candidacy. Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has an interest in serving as a Director may file as a candidate for any position to be filled. The Board shall also establish such other rules and

regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee shall be appointed and governed as set forth in **Article VI** hereof.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

4.3.2. Election Procedures. Each Member may vote by secret ballot or proxy for each position to be filled from the slate of candidates for the election. There shall be no cumulative voting and there shall be a space on the ballot for a write-in vote for each open position on the Board. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

4.4 Term of Office. Notwithstanding any other provisions of these Bylaws, each elected Director shall serve for a term of three (3) years. The terms of the Directors shall be staggered. Upon the expiration of the term of office of each Director elected by the Members, the Members entitled to elect such Director shall be entitled to elect a successor. Directors shall hold office until their respective successors have been elected and qualified. If there is a possibility of no staggered terms in any election year, the Board may adopt reasonable rules and regulations governing the Nominating Committee's procedures for the upcoming election, including a modification of terms for some of the newly-elected Directors so that staggered terms will be restored.

4.5 Removal of Directors and Vacancies.

4.5.1 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 these Bylaws, at which a quorum is present, may remove any Director from the Board with or without cause.

4.5.2 Any Director who has missed three (3) regularly-scheduled Board meetings in any twelve-month period, without being excused by the President for good cause, shall be deemed to have resigned from office.

4.5.3 Vacancies. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining members of the Board and shall serve the unexpired term of his predecessor.

4.6. Board Meetings.

4.6.1 Regular Meetings. Regular meetings of the Board shall be held at such time and place, within the State, as a majority of the Directors shall determine, but at least three (3) such meetings shall be held during each fiscal year: within seven (7) days following the Annual Meeting, in May, and in October.

4.6.2 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) Directors.

4.7. Notice; Waiver of Notice.

4.7.1 Notice of meetings of the Board of Directors shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notice to Members of any open meeting of the Board shall be given to Members at least forty-eight hours in advance of the meeting by any reasonable means adopted by resolution of the Board. Notice to Directors of meetings of the Board shall be given at least seventy-two hours prior to the meeting or by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; (iv) electronic mail or (v) telephone facsimile. All such notices shall be given at the Director's telephone number, email address or sent to the Director's address as shown on the records of the Association.

4.7.2 The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.8. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

4.9. Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the

decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not fewer than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

4.10. Compensation. Directors shall not receive any compensation from the Association for acting as such. Any Director may be reimbursed for expenses incurred on behalf of the Association. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director, pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested Director.

4.11. Open Meetings. Meetings of the Board shall be open to Members; provided, however, that meetings may be held in executive session, at the sole discretion of the President, to discuss legal advice, pending or contemplated litigation, and/or other sensitive matters, including, but not limited to, personal information concerning a Member.

4.12. Action without a Meeting. Any action that may be taken or is to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. Such consents may be submitted via e-mail or fax, and signed in counterparts. Such consents shall be announced at and filed with the minutes of the next Board meeting.

4.13 Powers and Duties.

4.13.1 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws, or State laws do not prohibit or direct to be done and exercised exclusively by the membership generally. The powers of the Board include but are not limited to the following:

4.13.1.1 Direct, control, manage and supervise the business and affairs of the Association;

- 4.13.1.2** Enforce all applicable provisions of the Governing Documents;
- 4.13.1.3** Make and publish architectural and design standards, and rules and regulations within the authority set forth in the Governing Documents, and to establish penalties for the infraction thereof. There shall be copies of the complete architectural and design standards, and rules and regulations available for purchase or inspection by any Member of the Association upon request;
- 4.13.1.4** Employ or terminate the services of any independent contractor as the Board deems necessary, and to prescribe their duties;
- 4.13.1.5** As more fully provided in the Declaration to establish, assess and collect assessments or charges from each Member.

4.13.2 Duties. The duties of the Board shall include, without limitation:

- 4.14.2.0** Preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's assessment;
- 4.14.2.1** Levying and collecting such assessments from the Owners;
- 4.14.2.2** Complying with applicable state law with respect to periodic audit, review or compilation of the Association's financial records, at the discretion of the Board, provided that if the services of a certified public accountant are retained, he or she shall be appointed by the Board and paid by the Association;
- 4.14.2.3** Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;
- 4.14.2.4** Depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association;
- 4.14.2.5** Opening of bank accounts on behalf of the Association and designating the signatories required;
- 4.14.2.6** Keeping books with detailed accounts of the receipts and expenditures of the Association.

ARTICLE V.
OFFICERS

5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.1.1 President. The President shall be the Chair of the Board of Directors and shall preside at and conduct all meetings of the Board and the Members. The President shall see that orders and resolution of the Board are carried out; shall sign all contracts and agreements in which the Association is a party.

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

5.1.3 Secretary. The Secretary (or his or her designee) shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; provide 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. The Secretary (or his or her designee) shall ensure that all the proceedings of the membership, and the Board of Directors, are recorded in one or more books kept for that purpose. The Secretary (or his or her designee) is the custodian of all contracts, deeds, documents, and all other indicia of title to properties owned by the Association and of its corporate records (except accounting records). Upon request, the Secretary (or his or her designee) shall make the records of the Association which are not in the custody of the Treasurer, available for inspection, at all reasonable times to any Director or Member. All records of the Association shall be kept and maintained at the Association's principal office.

5.1.4 Treasurer. The Treasurer is responsible for supervising all of the funds and securities of the Association, official records, documents, ledgers and accounts involving the financial business of the Association. All financial records and documents shall be kept and maintained at the Association's principal office. The Treasurer shall see to it that the Association's

funds are deposited to the account of the Association in such bank(s) which are federally insured. The Treasurer (or his or her designee) shall prepare the annual operating budget for the Association. The Treasurer also shall issue financial statements when required, and perform such other duties as ordinarily pertain to that office. The Board of Directors may appoint an Assistant Treasurer who shall, in the absence or incapacity of the Treasurer, have the powers, duties and the responsibilities of the Treasurer except check signing). The Treasurer, except if unavailable, shall sign all checks and promissory notes of the Association.

5.1.5 Bonding. At the Board's discretion, all officers, Directors, Committee Chairs and members and employees, who are in any way involved in the handling of Association funds, and any managerial or administrative personnel of the Association shall be bonded or insured in a sum to be determined by the Board of Directors.

5.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.

5.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

5.4 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under **Section 4.10**.

5.6 Special Appointments. As set forth in **Section 5.1** above, 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.

ARTICLE VI. COMMITTEES

6.1 General. In addition to the standing committees of the Association, the Board may appoint such committees as it deems necessary and appropriate to properly and effectively carry on the affairs of the Association. Each committee created by the Board shall perform such

tasks and serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Other than the committees established herein, any committee may be abolished or any committee member may be removed from a committee, with or without cause, by a majority vote of the Board, provided a quorum is present. A committee may exercise the powers specifically granted to it herein and/or by the Chairperson of the Board.

6.2 Standing Committees. The standing committees of the Association shall be those which are necessary for conducting the business of the Association and are as follows: Architectural Committee, Nominating Committee, Maintenance Committee, Auditing Committee, and Environmental Awareness Committee... The duties of the Standing Committees are as follows:

6.2.1 Architectural Committee. This Committee shall receive and review plans for exterior modifications in accordance with the Declaration and architectural guidelines. There shall be at least three members of this Committee, including the chairperson, who shall be a member of the Board of Directors. The Committee's approval or disapproval of plans and specifications submitted to it by any Member shall be in writing. If such notification in writing is not forwarded to the applicant within 45 days of the date the plans are received by the Association, the plan shall be deemed approved.

6.2.2 Nominating Committee. The members of this Committee shall oversee all elections during a one-year term that begins at least one hundred twenty (120) days before the Annual Meeting each year. The Nominating Committee shall consist only of Owners and shall be chosen as follows: The President, with the approval of a majority of the Board of Directors shall appoint the members of this Committee.

6.2.3 Maintenance Committee. The members of this Committee shall advise the Board of Directors on matters pertaining to the maintenance, repair or improvement of the Properties and facilities available to Members, and shall perform such other functions as the Board determines.

6.2.4 Auditing Committee. This Committee shall make an annual audit of the Association's books, and approve the financial statements that are presented at the Annual Meeting.

6.2.5 Environmental Awareness Committee. This Committee shall be responsible for overseeing compliance in matters that not within the jurisdiction of the Architectural Committee including, but not limited to the following: vehicle parking violations; conducting a business from a residence; unauthorized renting; violation of age restrictions; unsightly storage of furniture, boxes, etc.; non-conforming pets; etc.

ARTICLE VII.
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 Indemnification. To the greatest extent provided by law, as provided in A.R.S. §10-3850, *et seq.*, and except as provided in these Bylaws, the Association shall hold harmless and indemnify each of its current and former Directors and Officers (hereinafter each is individually referred to as an "Indemnitee") for, from and against any and all liability and expenses incurred by the Indemnitee in connection with any threatened or actual proceeding or legal action resulting from the Indemnitee's service to the Association or to another entity at the Association's request.

7.2 Exclusions. Except insofar as permitted by law, the Association shall not indemnify the Indemnitee if indemnification is prohibited by A.R.S. §10-3850, *et seq.* (Indemnification), or any successor thereto. In addition, the Association shall not indemnify the Indemnitee for the following:

7.2.1 The amount of a financial benefit received by an Indemnitee to which the Indemnitee is not entitled.

7.2.2 An intentional infliction of harm by the Indemnitee on the Association or its members.

7.2.3 A violation of A.R.S. §10-3830 (General Standards for Directors) and/or A.R.S. §10-3833 (Liability for Unlawful Distributions).

7.2.4 An intentional violation by the Indemnitee of criminal laws.

7.3 Procedure. The Indemnitee shall notify the Association promptly of the threat or commencement of any proceeding or legal action with respect to which the Indemnitee intends to seek indemnification and shall give the Association a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the Indemnitee. The Association shall be entitled to assume the Indemnitee's defense with counsel reasonably satisfactory to the Indemnitee, unless the Indemnitee provides the Association with an opinion of counsel reasonably concluding that there may be a conflict of interest between the Indemnitee and the Association in the defense of the proceeding or legal action; or that there may be legal defenses available to the Indemnitee which are different from or in addition to those available to the Association; or if the Association shall, after receiving notice of the Association's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Indemnitee, the Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of,

for the account of, and at the risk of, the Association. The Association shall be responsible for the reasonable counsel fees, costs, and expenses of the Indemnitee in conducting its defense.

7.4 Expense Advances. The Association shall advance expenses, including attorneys' fees, incurred or to be incurred by the Indemnitee in defending a proceeding or legal action upon receipt of notice and, if required by law, of an undertaking by or on behalf of the Indemnitee. The Indemnitee shall repay all amounts advanced if it is ultimately determined by final judicial decision (after expiration or exhaustion of any appeal rights) that the Indemnitee is not entitled to be indemnified for such expenses. In addition, whether the Association pays for the reasonable expenses or reimburses an Indemnitee, the Indemnitee must first provide the Association with a written affirmation of the Indemnitee's good faith belief that he or she has met the standard of conduct contained in A.R.S. §10-3830 (General Standards for Directors) and/or A.R.S. §10-3851 (Authority to Indemnify), or that the proceeding involves conduct for which liability has been eliminated pursuant to A.R.S. §10-3202(B)(1) (Articles of Incorporation).

7.5 Settlement of Claims. Neither the Association nor the Indemnitee will unreasonably withhold consent to any proposed settlement. The Association shall not be obligated to indemnify the Indemnitee for any amounts incurred in settlement, if settlement is made without the Association's prior written consent. The Association shall not enter into any settlement that would impose any penalty or limitation on the Indemnitee without the Indemnitee's prior written consent.

7.6 Insurance and Other Indemnification. The Board of Directors shall have the power to cause the Association: (A) to purchase and maintain, at the Association's expenses, insurance on behalf of the Association and on behalf of others to the extent that power to do so has been or may be granted by statute; and (B) to give other indemnification to the extent permitted by law.

7.7 Effect of Repeal. In order that Officers and Directors may rely on the indemnification promised by this **Article VII**, no repeal or amendment of this **Article VII** shall reduce the right of the Indemnitee to payment of expenses or indemnification for acts of the Indemnitee taken before the date of repeal or amendment.

ARTICLE VIII.

MISCELLANEOUS

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

8.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order shall govern the conduct of Association proceedings when not in conflict with State law, the Articles of Incorporation, the Declaration, or these Bylaws.

8.3 Conflicts. If there are conflicts between the provisions of the Declaration and any other of the Governing Documents, the provisions of the Declaration shall prevail. If there are conflicts between the provisions and the Articles of Incorporation and these Bylaws, the Articles shall prevail.

8.4 Books and Records. Members shall have the right to inspect the Association's records in conformance with the provisions of A.R.S. §§10-11602 and 10-11603.

8.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

8.5.1 If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

8.5.2 If to the Association or the Board, at the principal office of the Association or at such other address as shall be designated in writing to the Members.

8.6 Amendment. These Bylaws may be amended by the affirmative vote of Members representing a majority of the total votes in the Association or two-thirds (2/3rds) of those Members voting on the matter, whichever is less.

CERTIFICATION

The undersigned does hereby certify that the foregoing Second Amended and Restated Bylaws were approved by at least two-thirds (2/3) of the Members voting on the matter on the 22nd day of JANUARY, 2019.

GREEN VALLEY COUNTRY CLUB VISTAS II PROPERTY OWNERS' ASSOCIATION, INC., an Arizona nonprofit corporation

By: Richard J. Smith
Its: President

By: Vernon J. Rogge
Its: Secretary