



**BY-LAWS  
OF  
REDINGTON RANCH HOMEOWNERS' ASSOCIATION, INC.  
AS AMENDED SEPTEMBER 19, 2017**

**ARTICLE I, NAME AND PURPOSE**

The name of this corporation is REDINGTON RANCH HOMEOWNERS' ASSOCIATION, INC. The purpose of this Association and the general nature of the business to be transacted is to do all things necessary for the general benefit and welfare of the Owners of Lots 1-67 in REDINGTON RANCH, a subdivision of Pima County, Arizona, and to own the Common Areas and to provide for the maintenance of Common Areas and portions of said subdivision.

**ARTICLE 1(a), DEFINITIONS**

The words and terms used herein shall be deemed to have the same meanings as are given to those words and terms in that certain Restated and Amended Declaration of Protective Covenants for Redington Ranch Homeowners' Association, Lots 1 through 67, which is recorded in the official records of Pima County, Arizona, Sequence No. 20000520839, Docket 11256, Page 2302, 233y, as it may be amended from time to time.

**ARTICLE II, MEMBERS**

Ownership of a Lot in REDINGTON RANCH entitles the Owner to membership in the Association. There shall be one vote for each Lot owned, regardless of the number of Owners. In the event that more than one Lot is owned by the same individual, firm, partnership, or corporation, that individual, partnership, or corporation shall be entitled to as many votes as the number of Lots owned. In the event that title to a Lot is held in the name of more than one person, then any of those individuals shall be entitled to vote on behalf of all of the owners unless the Secretary of the corporation shall receive written notice from a majority of the Owners designating a specific person or a proxy to act on behalf of that Lot. In the event the Secretary shall receive conflicting written instructions from the Owners that Lot shall not be entitled to vote until such time as that conflict is resolved. In accordance with the Protective Covenants of REDINGTON RANCH, every Owner of a Lot is a member of this Association. Membership in the Association ceases and terminates at such time as the member conveys his/her interest in the Lot.

For the purpose of providing the necessary funds for the carrying out of the purposes of this corporation and to provide the necessary operating expenses of this corporation, the corporation shall levy annual, monthly, or special assessments against each Lot in accordance with the provisions of the Protective Covenants. If assessments are not paid when due, the Board of Directors is authorized to direct the Secretary to take any and all actions necessary and as specified in the Protective Covenants to secure payment of such delinquent assessments.

The annual meeting of the members shall be held in the Association clubhouse or as otherwise noticed during the month of February of each year, at a date and time determined by the Board of Directors. The purpose of the annual meeting is to elect Directors and transact such other business as may come before the meeting.

The Secretary shall mail written notice of the time and place of the annual meeting to each member entitled to vote at least fourteen (14) days prior to the meeting, to the address which appears on the records of the corporation.

Special meetings of the members may be called by the President, by the written request of a majority of the Directors, or by a majority of the members entitled to vote. Such request shall indicate the purpose of the meeting and the Secretary shall give notice to all members eligible to vote as provided above, indicating the purpose of the meeting. Such meetings shall be held in the Association clubhouse or as otherwise noticed.

The Secretary of the corporation shall act as Secretary at all meetings of the members; but, in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

At each meeting of the members every member shall be entitled to vote in person or by absentee ballot. All absentee ballots shall be in writing and delivered to the Secretary, and if the Secretary is not present to the President, before the time set for the meeting. Upon the demand of any member, the vote on any question before the meeting shall be by written ballot.

Unless otherwise specified herein, a vote of the members shall be defined as the majority of a quorum of the members present in person or by absentee ballot at a meeting of members. A quorum is comprised as twenty-five percent of the members appearing in person or by absentee ballot.

### **ARTICLE III, BOARD OF DIRECTORS**

The business and property of the corporation shall be managed and controlled by a Board of at least five (5) Directors, The Directors shall be elected by ballot by plurality vote of a quorum of members present at the annual meeting of members, in person or by absentee ballot. Each Director shall be elected to serve for a term of two (2) years or until his successor is elected. In each even numbered year, two (2) Directors shall be elected and in each odd / numbered year, three (3) Directors shall be elected. There shall not be any cumulative voting.

Any member is eligible to be elected as a Director. Nominations to be a Director may be made by any member of the corporation or by action of the Board of Directors not less than eighteen (18) days prior to a meeting at which a Director or Directors may be elected. Nominations shall be in writing, giving the candidate's name and pertinent information on the nominee's background and any stands on issues.

The Secretary will distribute the names of nominees, together with any information provided about them, with the agenda and notice of meeting not less than two (2) weeks before the meeting. Nominations may also be taken from the floor at the time of the meeting.

The number of Directors may be altered from time to time by an amendment to these By-Laws. In case of any increase in the number of Directors prior to any annual meeting of the members, each additional Director shall be appointed by the Directors then in office, to hold office until the next annual meeting of members and until his/her successor has been duly elected.

In case of any vacancy in the Board of Directors through death, resignation, disqualification or other cause, the remaining Directors by an affirmative vote of a majority thereof, may elect a successor to hold office for the unexpired portion of the term, and until the election of his/her successor.

Any Director may be removed from the Board by a majority vote of the members of the Association at any meeting of the Association held for that purpose, provided that a quorum is present at that meeting. For these purposes, a quorum is present if the number of Owners to whom at least 25% of the votes is present at the meeting in person or as otherwise permitted by law. The vote may be in person or by absentee ballot. The members requesting the removal of a Director must submit a petition to the Secretary which has been signed by the Owners of at least 25% of the Lots. The Secretary [or any designee of the Secretary] is responsible for determining the date and time of *any* special meeting [which must be called, noticed and held within 30 days after receipt of the petition] and for sending notices of the meeting to the Members. Any Director whose removal has been proposed shall be given notice of the petition calling for his/her removal and shall be given the opportunity to submit a written response to the petition, to be mailed to the Members by the Secretary with the Notice of the meeting. At the meeting, the Director whose removal has been proposed shall be entitled to address the Members prior to the vote on the removal. In the event of the removal of a Director, his/her successor shall be selected by the vote of the Members at the meeting and such successor shall be elected to fill the unexpired term of the Director who was removed.

Regular meetings of the Board of Directors shall be held at least quarterly. The meeting of the Board of Directors to elect officers and to transact such other business which may come before the meeting shall be held following

the annual meeting of the members at a time and place determined by the newly elected Board. No notice is required to be given to the newly elected Directors.

Special meetings of the Board of Directors shall be held whenever called by the President, or by one-half (1/2) of the Directors in office.

The Secretary shall give notice of the time and place of each such meeting (except for the meeting held after the annual meeting of the members) at least 48 hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means determined by the Board of Directors. Members will be entitled to be present and listen to the deliberations. Upon the vote of the Board, members will be entitled to participate in the discussions. The Board may close the meeting and adjourn to executive session to consideration of any of the following:

1. employment or personnel matters for employees of the Association,
2. legal advice from an attorney for the Association,
3. pending or contemplated litigation; and
4. pending or contemplated matters relating to enforcement of the Association's governing documents.

Notice to members of meetings of the Board is not required if emergency circumstances require action by the Board before notice can be given.

A majority of the Board of Directors constitutes a quorum for the transaction of business, but if at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting to another date and time.

In addition to the powers and authorities expressly conferred upon the Board in these Bylaws, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things except in cases where by statute, the articles of incorporation, or by these By-Laws, such acts are required to be exercised by the members.

No Director, his or her family, nor business owned and/or controlled by a Director or a Director's family member may be compensated for work done on behalf of the Association. In addition, no Director, officer, nor committee member may vote on any issue in which he/she has a direct personal interest.

No Director may act as a Director or as an officer of the corporation after having served three (3) consecutive terms on the Board of Directors. This requirement may be waived if a request is made in writing to the membership and there are no objections.

#### **ARTICLE IV, OFFICERS**

The officers of the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board of Directors. Such officers shall be elected at the annual meeting of the Board of Directors. Each officer shall hold office for a one year term or until his/her successor is elected.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors. All officers, agents and employees, other than officers elected or appointed by the Board of Directors, shall hold office at the discretion of the Board of Directors.

The President shall preside at all meetings of the members and at all meetings of the Directors. He/She shall have power to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, notes and orders for the payment of money and to appoint and discharge agents and employees, subject to the approval of the Board of Directors. He/She shall have general and active management of the business of the corporation, and shall perform all the duties usually incident to the office of the President.

The Vice-President shall have such powers and perform such duties as may be delegated to him by the Board of Directors. In the absence or disability of the President, the Vice-President may perform the duties and exercise the powers of the President.

The Treasurer shall have custody of all funds and securities of the corporation which may come into his/her hands; when necessary or proper, he/she shall endorse on behalf of the corporation for collection, checks, notes and other obligations and shall deposit the same to the credit of the corporation in such bank or banks or depository as the Board of Directors may designate. Whenever required by the Board of Directors, he/she shall render a statement of his cash account; he/she shall enter regularly in the books of the corporation, to be kept by him/her for that purpose, a full and accurate account of all the moneys received and paid by him on account of the corporation; he/she shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.

The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the members, and also (unless otherwise directed) the minutes of all meetings of committees in books provided for that purpose; he/she shall be responsible for giving and serving all notices; he/she may sign with the President, in the name of the corporation, all contracts and instruments of conveyance authorized by the Board of Directors; and he/she shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors. He/She shall submit such reports to the Board of Directors as may be required by them and perform all other duties duly requested by the Board of Directors.

#### **ARTICLE V, MISCELLANEOUS**

Books and Records: All books, records and minutes of the Association shall be available for inspection, during reasonable business hours, by any director or member of the corporation at the Association clubhouse or as otherwise made available. Such director or member shall provide at least five days' notice to the corporation of his desire to inspect such books and records. Books and records kept by or on behalf of the Association and the Board of Directors may be withheld from inspection to the extent that the portion withheld relates to any of the following:

1. personnel matters or a person's medical records,
2. communication between the Board of Directors and an attorney for the Association,
3. pending or contemplated litigation,
4. meeting minutes or other records of a portion of a Board of Directors meeting that is not required to be open to all members pursuant to Article III.

The Association is not required to disclose financial and other records of the Association if disclosure would violate any local, state or federal law.

No individual, business or organization shall perform labor or provide services for compensation on Redington Ranch Home Owner's Association (RRHOA) "Common Property" without providing proof of coverage under its own Workman's Compensation Liability Insurance Policy recognized under Arizona State Law or being paid directly through the RRHOA and included explicitly under RRHOA's Workman's Compensation Liability Insurance Policy.

All contracts or Agreements between Redington Ranch Home Owner's Association (RRHOA), as made by its Board of Directors and/or any other party or parties on their behalf, shall have a termination date no longer than twenty four (24) months from their initiation. Existing contracts or Agreements without such termination shall not be extended, amended, appended, or altered in any way but shall be replaced in their entirety when necessary with appropriate termination specified therein.

Whenever notice is required to be given to any member, director or officer, unless otherwise provided, such notice may be given personally, or it may be given in writing by depositing the same in the post office or letter box in a postpaid sealed envelope addressed to such member, director or officer, at such address as appears on the books of the corporation, or, in default of other address, to such member, director or officer at the general post office in the City of Tucson, Arizona, and such notice shall be deemed to be given at the time it was mailed.

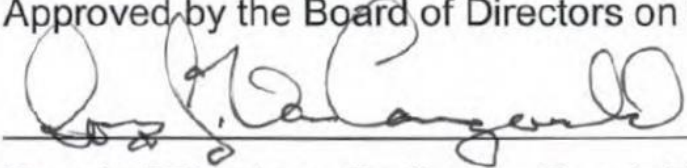
Whenever any notice is required to be given by law, or under the provisions of the articles of incorporation or these By-Laws, a waiver in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent of notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All checks, notes or other obligations of the corporation shall be signed by an officer of the corporation or by any other person authorized by the Board of Directors. Any check greater than \$1,000 must be signed by two officers. All capital improvements and contracts greater than \$1,000 must be approved by the majority of the Board. For the purpose of this Article, capital improvements are defined as any purchase that will increase the value or extend the useful life of Association assets.

#### **ARTICLE VI, AMENDMENTS**

The Board of Directors may amend the By-Laws at any meeting by giving notice to the members, but only by the majority vote of the Directors. No amendment of the By-Laws shall be in direct conflict with the Protective Covenants. If any conflicts or discrepancies exist, the provisions of the Protective Covenants shall prevail.

Approved by the Board of Directors on September 19, 2017.

 \_\_\_\_\_, President

Board of Directors, Redington Ranch Home Owners Association, Inc.