

HERITAGE HIGHLANDS at Redhawk
MASTER HOMEOWNERS ASSOCIATION,

An Arizona Non-Profit Corporation

**TENTH AMENDED AND
RESTATED BYLAWS**

**Amended, Restated and Approved
April 24, 2024**

TABLE OF CONTENTS

ARTICLE I: INTRO		
1.1	Scope	4
1.2	Principal Office	4
ARTICLE II: DEFINITIONS		
2.1.	Capitalized Terms	4
2.2.	Eligible Votes	4
2.3	A.R.S. Arizona Revised Statute	4
2.4	Declaration (Covenants, Conditions & Restrictions)	4
ARTICLE III: MEMBERSHIP		
3.1	Members	4
3.2	Good Standing	4
ARTICLE IV: MEETINGS OF MEMBERS		
4.1	Annual Meetings	4
4.2	Special Meetings	4
4.3	Notice of Meetings	4
4.4	Quorum	5
4.5	Procedures for Meetings	5
ARTICLE V: ELECTION & VOLUNTEER COMMITTEE, BOARD ELECTIONS, VOTING		
5.1	Purpose and Term of Election and Volunteer Committee	5
5.2	Committee Membership	5
5.3	Selection of Board Candidates	5
5.4	Board Election Rules	5
5.5	Voting Rights	6
5.6	Ballots & Vote Tabulation	6
ARTICLE VI: BOARD OF DIRECTORS		
6.1	Number	6
6.2	Election of Board of Directors	6
6.3	Term of Office	6
6.4	Place of Meetings	7
6.5	Regular Meetings	7
6.6	Special Meeting Notice	7
6.7	Quorum	7
6.8	Attendance by Telephone	7
6.9	Organization	7
6.10	Resignations	7
6.11	Removal of Directors by the Board	7
6.12	Vacancies on the Board	7
6.13	Compensation	8
6.14	Fidelity Bonds	8
6.15	Non-liability of Officials and Indemnification	8

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1	Authority of the Board	8
7.2	Powers	8
7.3	Duties	9
ARTICLE VIII: OFFICERS		
8.1	Selection	9
8.2	President	9
8.3	Vice President	10
8.4	Secretary	10
8.5	Treasurer	10
8.6	Multiple Offices	10
8.7	Removal	10
8.8	Vacancies	10
8.9	Special Appointments	10
ARTICLE IX: COMMITTEES		
9.1	Establishment of Committees	10
9.2	Committee Officers	11
9.3	Committee Membership	11
9.4	Ad Hoc Committees	11
9.5	Board Liaisons	11
9.6	Committee Meetings	11
9.7	Committee Powers	11
9.8	Quorum	11
9.9	Conduct	11
ARTICLE X: HEARINGS		
10.1	General Sanction Hearings	11
10.2	Architectural & Landscape Committee Non-Conforming Improvement Hearings	11
ARTICLE XI: GOVERNING DOCUMENTS, BOOKS AND RECORDS		
11.1	Inspection	12
ARTICLE XII: PROCEDURE FOR AMENDMENT		
12.1	Amendment	12
ARTICLE XIII: GENERAL PROVISIONS		
13.1	Conflicting Provisions	12
13.2	Designation of Fiscal Year	12
13.3	Notice	12
13.4	Changes in Arizona Law (Arizona Revised Statutes)	12

ARTICLE I: INTRODUCTION

1.1 Scope: These Bylaws shall supersede all prior bylaws in their entirety and shall govern the operation of Heritage Highlands at Redhawk Master Homeowners Association (the Association), an Arizona nonprofit corporation created pursuant to the Articles of Incorporation under the provisions of Title 10, Chapter 25 of the Arizona Revised Statutes, a modified copy of which is available on the Association website. The use of all property in Heritage Highlands for the benefit of the Owners is governed by the Declaration of Covenants, Conditions and Restrictions recorded in the office of the Recorder of Pima County, Arizona, and as amended (the Declaration). All references to the Declaration shall include any amendments and restatements.

1.2 Principal Office: The Association office shall be located at 4949 W. Heritage Club Boulevard, Marana, Arizona 85658. Meetings of Owners and Directors may be held at any place within Pima County, Arizona, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

2.1 Capitalized Terms: Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration.

2.2 Eligible Votes: The term “eligible votes” means the total number of votes entitled to be cast by Owners as of the record date for determining the Owners entitled to vote at a meeting of with respect to any other lawful action including, but not limited to, action by written ballot or written consent.

2.3 A.R.S.: Arizona Revised Statutes, as amended.

2.4 Declaration: Declaration of Covenants, Conditions & Restrictions for Heritage Highlands at Redhawk Master Homeowners Association, as amended.

ARTICLE III: MEMBERSHIP

3.1 Members: Each Owner of a Lot, by virtue of being an Owner, shall automatically be a Member of the Association. An individual or individuals designated, in writing, by an Entity as defined in A.R.S § 10-3140(26) may exercise the rights of ownership for the entity. The transfer of title to any Lot by recording a document with the county recorder automatically transfers Membership to the new Owner identified in the recorded document effective as of the date of recording. When more than one person or entity holds an ownership interest in any Lot or has been designated as provided hereinabove, each such person or Entity is a Member.

3.2 Good Standing: To be an Owner in Good Standing, the Owner must not currently have any of his rights suspended by action of the Board pursuant to Sections 4.1.A. and 13.1.E. of the Declaration of the Association. Only those Owners in Good Standing are entitled to exercise the rights and privileges of ownership as stated in Section 3.1 above. Owners in Good Standing, and those persons designated by an Owner in Good Standing pursuant to Section 13.2 of the Covenants Conditions and Restrictions are authorized to use the recreational facilities and Common Areas of the Association.

ARTICLE IV: MEETINGS OF OWNERS

4.1 Annual Meetings: The Annual Meeting of the Owners shall be held during the month of February each year, after the annual election of Directors, and at a date, time and place located in Pima County designated by the Board of Directors.

4.2 Special Meeting: Special meetings of the Owners may be called at any time by the President or by the Board, or upon written demand signed by Owners having at least 25% of the eligible votes. The Owners' meeting demand must be delivered to the Community Manager or to any corporate officer with a statement describing the purpose(s) of the meeting. The meeting shall be scheduled by the Board within the ensuing 30 days (to reconcile inconsistency and comply with A.R.S. § 33-1804 and all that follows). The close of business on the thirtieth day (ARS 10-3702 B) before delivery of the demand 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 Owners having at least 25% of the eligible votes.

4.3 Notice of Owner Meetings (A.R.S. § 33-1804):

4.3.1 Not fewer than ten (10) nor more than fifty (50) days in advance of any meeting the Secretary or person authorized to call the meeting shall cause notice to be hand delivered or sent by prepaid U.S. mail to the mailing address for each Lot or to any other mailing address designated in writing by an

Owner. The notice shall specify date, time and place of the meeting and, in the case of any annual, regular or special meeting shall state the purpose of the meeting including the general nature of proposed amendments to the Declaration or Bylaws, changes in assessments requiring Owner approval and any proposal to remove a director or an officer.

4.3.2 When a meeting is adjourned to another time or place, it is not necessary to send another notice to the Owners if the time and place are announced at the adjourned meeting. When the adjourned meeting is held, the Association may transact any business which might have been transacted at the original meeting. However, if the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each Owner as prescribed above. By attending a meeting, an Owner waives any right to object to the meeting on the basis that the meeting was not noticed in accordance with the Bylaws or Arizona Revised Statutes, except when attending the meeting for the express purpose of objecting to the transaction of any business or because the meeting is not lawfully called or convened.

4.4 Quorum: Except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws, the presence in person or by absentee ballot of Owners entitled to cast at least 25% of the votes in the Association shall constitute a quorum at any meeting or in any election of the Owners. If a quorum is not present at any meeting, the Owners who are entitled to vote at the meeting can vote to adjourn the meeting in accordance with the applicable provisions of Section 4.3.

4.5 Procedures for Meetings: The President shall preside over all meetings of the Owners. If the President is not present, then the Vice President shall preside. The Secretary or designee shall attend each meeting of the Owners and take and prepare minutes reflecting the actions taken at the meeting. If the Secretary or designee is not present, the presiding officer shall appoint someone else to act as the recording secretary. The presiding officer has discretion to designate the Association's attorney as the presiding officer at any meeting of the Owners.

ARTICLE V: ELECTION & VOLUNTEER COMMITTEE, BOARD ELECTIONS, VOTING

5.1 Purpose and Term of Election & Volunteer Committee (EVC): The EVC will prepare a slate of candidates for the Board Director positions to be elected and filled by Owners in Good Standing and conduct the annual election of Directors and all other votes and elections that may be required to conduct the business of the Association.

5.2 Committee Membership:

5.2.1 The EVC will consist of not less than three (3) members. If there are fewer than five (5) members of EVC, no more than one (1) member may be an individual who is not an Owner. If there are five (5) or more members, than no more than two members may be individuals who are not Owners. All other Committee members shall be Owners in Good Standing.

5.2.2 Following each Annual Meeting of the Owners, the Board of Directors (Board) will review the members selected for this Committee and ask them to serve from the date of the current Annual Meeting to the close of the next Annual Meeting.

5.2.3 The President or a designated Board member will call the first meeting of the Committee, by giving written notice to Committee members at least seven (7) days prior to the date of that meeting.

5.2.4 The Committee Chair will be chosen by a vote of the Committee.

5.3 Selection of Board Candidates:

5.3.1 The Committee will prepare a slate of candidates, to be presented at the October Board meeting. The Committee must be in possession of each candidate's application and an affidavit signed by the candidate and the Controller attesting that the candidate is an eligible Owner in Good Standing. Owners or individuals designated by an entity may be nominated. No current member of the Committee may be a candidate for election to the Board.

5.3.2 Nominations for Board candidates may also be made at the October Board meeting. Any nominee accepting a nomination must complete an application and sign an affidavit attesting to eligibility. Any such nominee's eligibility must be verified by the Controller. After the October Board meeting, and the determination of eligibility, the slate of candidates, along with individual bios, will be distributed to Owners.

5.4 Board Election Rules:

5.4.1 The Committee will establish such rules as deemed necessary to ensure a fair and impartial election process. The Board election and any other voting venue will be conducted in accordance with Article V of these Bylaws and A.R.S.

5.4.2 Beginning in 2019, the Board election will be held each year in January in accordance with the procedures recommended by the Committee and accepted by the Board. Eligible Owners are entitled to cast the number of votes attributable to such Owners, multiplied by the number of Directors to be elected.

5.4.3 Quorum: Article 4.4 of these Bylaws requires that at least 25% of the Owners must vote in the election to make it valid.

5.5 Voting Rights:

5.5.1 Owners are entitled to one ballot for each Lot owned within the Property. When more than one individual or entity holds an interest in any Lot, the ballot for that Lot will be exercised as agreed upon by the Owners, but in no event will more than one ballot be cast for any one Lot. If the Owners of the Lot cannot agree on how to cast the ballot, they will lose the right to vote on the matter in question. If more than one vote is cast for a Lot, all of the votes for that Lot are deemed invalid. If any Owner casts a vote on a particular matter, it is conclusively presumed that the Owner acted with the authority and consent of all the Owners of the Lot, unless any such other Owner objects in writing prior to the announcement of the results of the vote.

5.5.2 At any Association meeting or election, only Owners in Good Standing are entitled to vote. A majority of the votes cast by Owners, provided there is a quorum (25% Owners voting), will be the act of all the Owners, except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws or by A.R.S..

5.6 Ballots/Vote Tabulation:

5.6.1 The EVC will provide ballot material for Association voting on any matter to be cast in any manner permitted by Arizona State law.

5.6.2 Proxy and cumulative voting are not allowed.

5.6.3 Tie Votes: To resolve a tie vote for any issue or election, another vote will be held solely for the purpose of breaking the tie. This vote will occur within 30 days of the date of the tie vote.

5.6.4 For voting on all matters other than the election of Directors, a majority vote is used and defined as greater than 50% of the votes cast in an otherwise valid election.

5.6.5 For the election of Board members, the candidates receiving the highest number of votes will be elected. For example: Three candidates running for two positions: The two candidates receiving the highest number of votes would be elected.

5.6.6 Regardless of the type of election process used, absentee ballots will be provided as necessary. Following the instructions, these ballots may be mailed or cast in person at the clubhouse using the ballot box provided. A.R.S. § 33-1812 will apply to all elections and ballots will comply with such Statute.

ARTICLE VI: BOARD OF DIRECTORS

6.1 Number: The affairs of the Association shall be managed by the Board of Directors, which shall consist of seven (7) persons, all of whom must be Owners in Good Standing as defined in Section 3.2. Co-Owners of a single Lot shall not be entitled to serve on the Board at the same time. If an Owner is an entity, any person properly designated by that entity as the Owner is eligible to be a member of the Board. All Directors shall have all of the rights, remedies, privileges and authority accorded to Directors of the Association by the Governing Documents and by applicable law.

6.2 Election of the Board of Directors: See Bylaw Article V, Section 5.4.

6.3 Terms of Office: Except as otherwise stated in this section, Directors shall be elected for a term of three years. If there is a possibility of no staggered terms in any election year, the Board may adopt reasonable rules and regulations governing the Election 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. No Director may serve on the Board for more than six (6) consecutive years. A Director may return to the Board after a one-year break in service. A Director may not stand for re-election if the full

term they are seeking would result in service of more than six consecutive years on the Board.

6.4 Place of Meetings: The Board may hold its meetings at any place designated by the Board of Directors in Pima County, Arizona.

6.5 Regular Meetings: Regular meetings of the Board will be held at least once per month without notice to the Directors, other than announcement at the close of the previous month's meeting, and with notice to Owners in accordance with A.R.S. § 33-1804 D. Notice of meetings of the Board of Directors shall be given at least forty-eight hours in advance by conspicuous posting or any other reasonable means determined by the Board. Closed or Executive Sessions are allowed as described in A.R.S. § 33-1804. An agenda should be provided with the meeting notice. Failure of any Owner to receive actual notice of a Board meeting does not affect the validity of any action taken at that meeting.

6.6 Special Meeting Notice: Special meetings of the Board shall be held whenever called for in writing, by the President or by any other two Board members. The notice of any special Board meeting shall state the time, place and purpose of the meeting. Notice shall be hand delivered or sent by U.S. Mail to each Director not later than three business days prior to the scheduled time of the meeting. Notice of special meetings of the Board also shall be given to the Association Owners at least 48 hours in advance by conspicuous posting or any other reasonable means determined by the President. A written waiver of notice, whether given before or after the meeting to which it relates, shall be the equivalent of giving notice to the Directors who sign the waiver. Attendance of a Director at a special meeting of the Board shall constitute a waiver of notice of such meeting, except when he/she attends the meeting for the express purpose of objecting to the transaction of business or because the meeting is not lawfully called or convened.

An emergency meeting of the Board of Directors may be called to discuss business or take action that cannot be delayed for the forty-eight hours required for notice. Notice to Owners is not required if circumstances require immediate action. At any emergency meeting called by the Board only emergency matters may be acted upon. The minutes of the emergency meeting shall state the reason necessitating the emergency meeting. The minutes of the emergency meeting shall be read and approved at the next regularly scheduled meeting of the Board of Directors.

6.7 Quorum: A majority of the Board present at any meeting of the Board shall constitute a quorum for the transaction of business at such meeting. Except as otherwise stated in these Bylaws, and except as provided by applicable law, the vote of a majority of the Directors present at any meeting where a quorum is present shall be an act of the Board. In the absence of a quorum, a majority of the Directors present at the meeting may adjourn the meeting to another time or place.

6.8 Remote Attendance at Board Meetings: Any Director, Owner, Staff Member or resident of the Highlands may attend a Board meeting remotely by video or audio conference (including but not limited to Zoom) or telephone so long as all attendees are able to hear all parties speaking at the meeting (A.R.S. § 33-1804 E3). A Director attending either an open or a closed Board Meeting by this means shall be counted as present for the purpose of establishing a quorum.

6.9 Organization: At each meeting of the Board, the President, or if not present, then the Vice President, or if is not present, then a Director chosen by a majority of the Directors present, shall act as the Chair and preside over such meeting. The Secretary, or if not present, any person whom the Chair appoints, shall act as the Secretary and keep the minutes. The Board shall meet as soon as possible after the Annual Meeting to elect officers.

6.10 Resignations: Any Director may resign at any time by giving notice to the Board. Any resignation becomes effective at the time specified in the notice. If the time is not stated in the notice, it shall take effect immediately upon its receipt by the President or the Secretary. Unless otherwise specified in the notice, the acceptance of such resignation is not necessary to make it effective.

6.11 Removal of Directors by the Board: Directors may be removed only as permitted by and in the manner described in ARS 33-1813.

6.12 Vacancies on the Board:

6.12.1 At any duly convened meeting of the Membership at which any Director is removed, a successor or successors shall be elected at that meeting to fill the vacancy thus created.

6.12.2 Any vacancy on the Board of Directors, other than through removal by the Membership, may be filled by the vote of a majority of the remaining Directors even if the remaining Directors do not constitute a quorum. Any Director appointed or elected to fill a vacancy shall hold office for the

unexpired term of the vacancy that has been filled.

6.12.3 When one or more Directors resign from the Board, effective at some date in the future, a majority of the Directors, including those who have submitted their resignation, may vote to fill the vacancy, with the term of the newly appointed Director(s) scheduled to begin on the date the resignation becomes effective.

6.12.4 If a Director fails to assume their position at the beginning of the term to which they were elected for any reason, then the person who received the next highest number of votes shall succeed to that position. If there were no unelected candidates, the other Directors shall fill the vacancy in accordance with Section 6.14.2.

6.13 Compensation: No Director shall receive any compensation for any service they may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

6.14 Fidelity Bonds: At the Board's discretion, officers, Directors, Committee Chairpersons, Owners and employees of the Association who are involved in the handling of Association funds shall be bonded or insured in a sum to be determined by the Board of Directors. In the event such bonds are to be obtained, the premiums shall be paid by the Association.

6.15 Non-liability of Officials and Indemnification: The Association shall indemnify, to the fullest extent permitted by law, every officer, director and committee member, against any and all expenses, including attorneys' fees, reasonably incurred or imposed upon any such person, in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he/she may be made a party by reason of being or having been an Officer, Committee Member, or Director. This provision shall not be deemed to include travel expenses to attend Association meetings or legal proceedings and shall only include reasonable actual expenses. Officers, Directors and Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, Directors or committee members may also be Owners of the Association). The Association shall indemnify and forever hold each such Officer, Director and Committee member free and harmless against any and all liability to others on account of each such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any of the rights to which any Officer, Director or Committee Member, or former officer, Director or Committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officer's and Director's Liability insurance, which also includes committee members, to fund this obligation.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Authority of the Board: The Board of Directors has all the powers of an Arizona non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Board has the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Governing Documents and applicable law, and to do and perform any and all acts which may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association.

7.2 Powers: Without being limited to the generality of Section 7.1, the Board of Directors has the power to:

7.2.1 Hold and administer the assets and direct, control, manage and supervise the business and affairs of the Association.

7.2.2 Enforce all applicable provisions of the Governing Documents.

7.2.3 Make and publish Architectural Standards and Rules within the authority permitted under Arizona statute, and as set forth in the Articles of Incorporation, these Amended Bylaws, and the Declaration.

7.2.4 Establish penalties (including but not necessarily limited to fines, probation and/or suspension of membership or voting privileges) for the infraction of the Governing Documents.

7.2.5 Employ or terminate the services of any independent contractor, a managing agent or such other personnel and employees as the Board deems necessary, and prescribe their duties.

7.2.6 As more fully provided in these Bylaws and the Declaration to:

7.2.6.1 Establish and collect the amount of Assessments from each Owner.

7.2.6.2 Perfect and foreclose a lien against any property for which Assessments are not paid and are delinquent, or to bring an action at law against the Owner personally obligated to pay the same.

7.2.6.3 Pay any taxes and assessments which are, or could become, a lien on the property owned by the Association.

7.2.7 Contract for goods or services for the Common Areas, facilities, or other property for which the Association is responsible or which are necessary to protect the legal interests of the Association.

7.2.8 When permitted by law, represent the Association before and all governmental or quasi-governmental agencies, offices, groups or bodies in conjunction with any matters bearing upon or affecting the quality of life and property values of the Association's Owners, including but not necessarily limited to planning and zoning, fire protection, street lighting, public utility and similar regulating agencies.

7.2.9 To grant and convey easements, licenses or rights-of-way over, across or under the Common Areas for public utilities, ingress, egress or such other purposes as may be deemed advisable by the Board.

7.3 Duties: It is the duty of the Board of Directors to:

7.3.1 Cause a complete record to be kept of all its acts and affairs and to present a summary thereof to the Owners at the Annual Meeting of all the Owners, or at any special meeting when a written request is made for such summary by 25% of the Owners.

7.3.2 Supervise all officers, agents and employees of this Association, and ensure that their duties are properly performed.

7.3.3 Procure and maintain adequate liability and hazard insurance on property owned by the Association, and, in its discretion, errors and omissions insurance on behalf of its officers, Directors, and committee members.

7.3.4 Provide operation, care, upkeep and maintenance of all of the Common Areas and to borrow money on behalf of the Association when required for the improvement, operation, upkeep and maintenance of the Common Areas, or for any other purpose.

7.3.5 Approve the annual operating budget for the Association which shall include, but not necessarily be limited to the following: Estimated revenue and expenses, and the annual cash reserves available for replacement and major repairs of the Association's facilities, including contributions to the Association Improvement Fund.

7.3.6 Notify and make available to Owners a summary of the budget for each fiscal year, including notice of the Regular Assessment against each Lot.

7.3.7 Comply with applicable State law with respect to periodic audit, review or compilation of the Association's financial records, and the discretion of the Board. If the services of a certified public accountant are retained, he or she shall be appointed by the Board and paid by the Association.

7.3.8 Notify and make available to all Owners, through electronic or other means, copies of any revisions to the Governing Documents.

7.3.9 Notify and make available to each new Owner one copy of the current Governing Documents. Additional copies may be obtained online or purchased by the Owner.

7.3.10 Perform any other duties or functions which are required in the Governing Documents or applicable law.

ARTICLE VIII: OFFICERS

8.1 Selection: The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be a Director. At the first Board meeting held after the Annual Meeting each year and following the process established by the Election & Volunteer Committee, the Directors shall elect the officers of the Association, who shall serve during that calendar year and/or until their successors are chosen. Officers are not prohibited from succeeding themselves in office.

8.2 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 Owners. He/she shall see that orders and resolutions of the Board are carried out, and with the prior approval of the Board of Directors, shall sign all leases, mortgages, deeds and other written instruments and agreements on behalf of the Association. In collaboration with the Board, the President shall evaluate the Community Manager and establish the Community Manager's bonus, if any.

8.3 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.

8.4 Secretary: The Secretary, or designee, shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; provide notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary, or designee, shall ensure that all the proceedings of the Membership, and of the Board of Directors, are recorded in the books of the Association kept for that purpose. The Secretary, or 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 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 Owner. All records of the Association shall be kept and maintained at the Association's principal office.

8.5 Treasurer: All financial records and documents shall be kept and maintained at the Association's principal office. The Treasurer shall assure that the Association's funds are deposited to the account of the Association in bank accounts and certificate of deposits guaranteed by FDIC insurance, U.S. Treasury bills and bonds, and other obligations of the Federal Government or its agencies, as well as investment grade (rated A or higher by Standard & Poors, Moody's or Fitch rating agencies) U.S. Corporate debt instruments. Investment in "investment grade" U.S. Corporate Debt instruments will only be made using Reserve funds and shall not exceed 40% of the total Reserve fund. The Treasurer or his or her designee shall prepare the annual operating and capital budget for the Association, which shall include, but not be limited to, the following: estimated revenue and expenses and the annual cash reserves available for replacement and major repairs of the Association's facilities. The Treasurer or his or her designee 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. The Treasurer shall operate in compliance with signature authorities as outlined in Association policies.

8.6 Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in case of special appointments made pursuant to Section 8.9.

8.7 Removal: Any officer may be removed from office by the majority vote of the Directors at any regular or special meeting called for that purposes, whenever, in the Board's judgment, the best interests of the Association will be served by the removal. The removal of a person as an officer does not constitute a removal of that person from the Board of Directors, unless he/she is removed from the Board by the Owners or Directors, as set forth herein.

8.8 Vacancies: If any office becomes vacant by removal, death, resignation, retirement, disqualification, or any other cause, the majority of the Directors may elect an officer from the Directors to fill that vacancy, and such officer shall hold office until the election of his/her successor.

8.9 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 and have such authority, and perform such duties as the Board may, from time-to-time, determine. No such officers shall receive compensation for duties performed, but may receive reimbursement of actual expenses.

ARTICLE IX: COMMITTEES

9.1 Establishment of Committees: The Board may establish Standing and Ad Hoc Committees at any time to assist in carrying out the duties and fulfilling the purpose of the Association. No later than its last

meeting in December, the Board will review the efficacy of each of the existing Committees, Standing and Ad Hoc, designate the Committees to operate during the coming year and appoint the Chairs. The Board will define the Committee's areas of responsibilities and purpose by approving the Committee's member roster and Charter in January.

9.2 Committee Officers: The Board will appoint a Chair for each Committee as required by law. Chairs will be Owners in Good Standing (as defined in Section 3.2), but shall not be current Directors, unless specially authorized by the Board or required by Arizona statute. An existing Chair may be reappointed to head a Standing or Ad Hoc Committee. Each Committee Chair will also designate a Vice Chair, subject to the Board's approval, and a Committee Secretary, who will record minutes and maintain a permanent record of all Committee meetings. The Vice Chair will assume the duties of the Chair in his/her absence, either temporarily or for the duration of the term of the Committee, if necessary.

9.3 Committee Membership:

9.3.1 All Committee members will be appointed by the Board. Any person may be a Committee member if so appointed, except that members of the Architectural and Landscape Committee must be Owners of the Association, and the Chair must be a Board Director. Election & Volunteer Committee membership is addressed in Article V of these Bylaws.

9.3.2 A Committee member's term begins with appointment by the Board. All Committee members, including officers, serve at the pleasure of the Board and may be removed or replaced at the sole discretion of the Board.

9.4 Ad Hoc Committees: The Board may, at any time, appoint Ad Hoc Committees in order to deal with specific subject matter. The term of an Ad Hoc Committee begins with its appointment by the Board and ends upon completion of its work to the satisfaction of the Board.

9.5 Board Liaisons: The Board shall designate a Director to serve as liaison to each Committee. The function of the Board Liaison is to remain informed of the work of the Committee, and to be the principal point of contact for communications between the Board and the Committee. The Liaison shall not have Committee voting rights unless he/she is also serving as Committee Chair.

9.6 Committee Meetings: Committee meetings shall be open to Owners.

9.7 Committee Powers: Committees shall have the power and duties delegated to them by the Board. Powers shall be limited to making recommendations to the Board, unless otherwise specifically authorized by the Board.

9.8 Quorum: At any meeting of a duly authorized Committee, a majority of the total number of Committee members constitutes a quorum.

9.9 Conduct: Conduct of all committees shall be in accordance with the Committee Policy and Committee Handbook and all applicable laws and regulations and performed in a professional manner consistent with the overall goal of continuous improvement of the quality of life for all Owners of the Association.

ARTICLE X: HEARINGS

10.1 General Sanction Hearings: If the Board chooses to exercise its right to suspend an Owner's voting rights; suspend the rights of his/her family, guests, tenants or invitees, to use the Association's Common Area facilities and amenities; or impose any monetary penalty, the Board shall first give the Owner written notice of the basis for such sanctions. The sanctioned party shall then be granted an opportunity to be heard by the Board at least five (5) working days after, but no more than 60 days after such notice has been given. The form of such notice and the specific procedures for the hearing shall be determined by Board resolution or Board policy and procedures and shall conform to the requirements of A.R.S § 33-1803.

10.2 Architectural and Landscape Committee Non-Conforming Improvement Hearings: In the event the Architectural and Landscape Committee intends, pursuant to the Declaration, to make or direct a third party to make architectural improvements, alterations, or repairs upon an Owner's Lot, the Committee shall first give written notice to said Owner specifying the nature of the non-conformity of the improvements, and providing the Owner with a hearing date before the Committee which shall be more than five days but less than 60 days after the date of mailing or delivery of the written notice to said Owner. The form of said written notice and the procedural guidelines for the hearing shall be determined by Board resolution and

shall conform to the requirements of A.R.S § 33-1803.

ARTICLE XI: GOVERNING DOCUMENTS, BOOKS AND RECORDS

11.1 Inspection: Documents and records of the Association shall be made reasonably available for examination by any Owner or person designated by the Owner in writing as the Owner's representative if and as required by Arizona Revised Statutes. The Association will not charge an Owner or any person so designated by the Owner for making the material available for review. On request for purchase of copies of records by any Owner or any person so designated as the Owner's representative, the Association may charge a fee not greater than that allowed by Arizona law. A number of Association documents will be made available on the Association website as determined by the Board.

ARTICLE XII: PROCEDURE FOR AMENDMENT

12.1 Amendment: These Bylaws may be amended at a regular or special meeting of the Board of Directors. If so amended, such Bylaws are subject to amendment or repeal by the vote of not less than three-fourths of the Owners, who are voting at a meeting or by electronic and/or ballot as permitted under Arizona law, where the quorum requirements are met. Such vote shall be initiated by a petition, signed by at least 10% of the Owners, requesting amendment or repeal of an amendment to these Bylaw adopted by the Board. The Board shall then call a meeting or initiate a ballot within 30 days of its receipt of the petition.

ARTICLE XIII: GENERAL PROVISIONS

13.1 Conflicting Provisions: In case of any conflict between the Articles and the Bylaws, the Articles shall control. In the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

13.2 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 each year.

13.3 Notice: Except as otherwise permitted herein, all notices, demands, statements or other communication required to be given or served under the Bylaws shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by U.S. Mail, first class postage prepaid. In the case of a notice pursuant to Article X of the Bylaws, the notice shall be sent by registered or certified U.S. Mail, return receipt requested, postage prepaid.

Notice to an Owner shall be to the address designated by the Owner in writing and filed with the Association. If no address is designated, the Owner's property address within The Highlands shall be used. Notice to the Association, the Board or to any manager employed by the Association with respect to management of Common Areas or any other Association matter shall be in writing to the principal office of the Association or at such other address as shall be designated in writing to the Owners, with copies mailed or delivered personally to the Association at its current principal office.

A notice given by mail, whether regular, certified, or registered, shall be deemed to have been received by the person to whom the notice is addressed on the date the notice is actually received or three days after the notice is mailed, whichever is earlier. If a Lot is owned by more than one individual or entity, notice to one of the owners shall constitute notice to all the owners of the Lot.

13.4 Change in Arizona Law: In the event an A. R. S. is amended, these bylaws shall be deemed to be amended so as to comply with the statute as it is amended.

Tenth Amended and Restated Bylaws effective April 24, 2024

**HERITAGE HIGHLANDS AT REDHAWKMASTER HOMEOWNERS ASSOCIATION
An Arizona Non-Profit Corporation**

END OF DOCUMENT