

# Unofficial Document



OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
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Coral Point Community Association Inc  
1338 W. Clear Spring Dr.  
Gilbert, Arizona 85233

## **CORAL POINT COMMUNITY ASSOCIATION, INC BYLAWS AMENDMENT January 7, 2002**

These BYLAWS of CORAL POINT COMMUNITY ASSOCIATION replace the following BYLAWS:  
Original BYLAWS dated July 1985 and December 1992 revision recorded by Maricopa County Recorder  
# 92-0731874.

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## **Article I General Provisions**

### **Section 1.0 Name**

The name of this corporation is Coral Point Community Association, Inc.

### **Section 1.1 Principal Office**

The principal Association office shall be the office of the designated Property Management Company.

### **Section 1.2 Defined Terms**

Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for Coral Point recorded with the County Recorder of Maricopa County, Arizona, as Instrument Number 85-365783.

### **Section 1.3 Conflicting Provisions**

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between Declaration and these Bylaws, the Declaration shall control.

### **Section 1.5 Designation of Fiscal Year**

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The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end as of the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

### **Section 1.6 Books and Records**

Project Document and all other records and papers of the Association shall be available for inspection by any Member during normal business hours at the principle office of the Association. Pursuant to Declaration Article XIII, 13.3 an audited annual financial report and minutes of all Board of Director meetings may be obtained for a fee equal to the publishing cost.

### **Section 1.7 Amendment by Board**

These Bylaws may be amended by the Board at any regular or special meeting. Any amendment of these Bylaws pursuant to this Section 1.7 must also comply with the provision of Article XIII of the Declaration.

### **Section 1.8 Working Capital Assessment**

At the time of closing of a home, a Working Capital Assessment fee will be charged at the close of escrow. The amount will be non- refundable and be equal to two (2) months current monthly Association fee. The Working Capital Assessment fee will be paid to the Association for deposit into the general fund.

## **Article II Meeting of Members**

### **Section 2.0 Annual Meeting**

The first annual meeting of the Members shall be held within one (1) year of the date of incorporation of the Association at such time and place as may be set by the Board. An annual meeting of the Members shall be held at least once every twelve (12) months thereafter at such time and place as is determined by the Board.

### **Section 2.1 Special Meetings**

Special meeting of the Members may be called at any time by the President or by the Board or upon written request signed by Members having at least one-fourth (1/4) of the total authorized votes in the Association.

### **Section 2.2 Notice of Meetings**

Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote and addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. By attending a meeting, a Member waives any right he may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the statutes of the State of Arizona.

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### **Section 2.3 Quorum**

Except as otherwise provided in the Articles, the Declaration or these Bylaws the presence in person or by proxy of Members entitled to cast one-tenth (1/10<sup>th</sup>) of the votes in the Association shall constitute a quorum at all meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

### **Section 2.4 Proxies**

At all meetings of the Members a vote may be cast in person or by proxy. A proxy may be granted by any Member in favor of only another Member, the Secretary of the Association, or the Member's mortgagee, or in the case of a non-resident Member, the lessee of such Member's Lot, his attorney or managing agent. A proxy shall be duly executed in writing and it shall be valid only for the particular meeting designated in the proxy. All proxies must be filed with the Secretary prior to the commencement of the meeting for which the proxy is given. The proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of a notice of revocation signed by the Member who granted the proxy. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of 180 days after the execution thereof.

## **Article III Board of Directors**

### **Section 3.0 Number**

The affairs of this Board shall be managed by not less than three (3) or more than seven (7) elected directors. No more than one (1) Member of a household shall serve on the Board at any given time. A Board Member will forfeit his/her position if three (3) consecutive meetings are missed.

### **Section 3.2 Removal**

At any annual or special meeting of the Members duly called, any one or more of the Members of the Board may be removed from the Board with or without cause by Members having more than fifty (50) percent of the votes entitled to be cast by the Members present in person or by proxy at such meeting, and a successor may then and there be elected to fill the vacancy thereby created.

### **Section 3.3 Compensation**

No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his/her duties.

### **Section 3.4 Action Taken Without a Meeting**

The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining written consent of all the directors. Any such written consent shall be filed with the minutes of the proceedings of the Board. Unofficial Document

### **Section 3.5 Vacancies**

Vacancies on the Board caused by any reason other than the removal of a director in accordance with the provision of Section 3.2 of these Bylaws may be filled by a majority vote of the remaining directors if deemed necessary. Each person so elected shall serve the unexpired portion of the prior director's term.

### **Section 3.6 Regular Meetings**

Board meetings shall be held on a regular basis in a facility able to accommodate open meeting policies. Time and place shall be published. Non Board Members who attend shall not interrupt, participate or interfere with the business meeting. If an Owner wishes to address issues, a request to be placed on the meeting agenda shall be made to the Management Company three days in advance of the meeting date. Arizona Open Meeting law requires that non-Board Members be excused during discussions of 1) employment or personnel matters for employees of the Board or the Association; 2) legal advice from an attorney for the Board of the Association; 3) pending or contemplated litigation; and/or 4) pending or contemplated matters relating to the enforcement of the Association's governing documents or rules.

### **Section 3.7 Special Meetings**

Special meetings of the Board may be called by the President, Secretary or on written notice of at least two Directors with three (3) business days notice to each Board Member. Notice shall be given by hand delivery, mail or electronic means, and notice shall state the time, place and purpose of the meeting.

### **Section 3.8 Quorum**

A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

### **Section 3.9 Powers and Duties**

The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Project Documents required to be exercised or done by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Members that may hereafter be adopted, the Board shall have the following powers and duties:

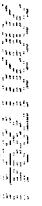
- (a) Open bank accounts on behalf of Association and designate the signatories thereon.
- (b) Make, or contract for the making of, repairs, additions to, improvements to, or alterations of the Common Area, in accordance with the Project Documents, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- (c) In the exercise of its discretion, enforce by legal means the provision of the Project Documents.
- (d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair, replacement of the Common Area and landscaping to be maintained by the Association, and provide services for the Members, and where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.
- (e) Provide for the operation, care, upkeep and maintenance for the Common Area, provided, however, the consent of Members <sup>Unofficial Document</sup> having at least two-thirds (2/3) of the total votes in the Association shall be obtained either in writing or at a meeting called and held for such purpose in accordance with the provisions of these Bylaws in order for the Association to borrow in excess of \$10,000.
- (f) Prepare and adopt an annual budget for the Association prior to the commencement of each fiscal year.
- (g) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their family Members, guests, leases and invitees thereon and establish penalties for the infraction of such rules and regulations or of any provision of the Project Documents.
- (h) Suspend the voting right and the right to use of the recreational facilities located upon Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment or other amounts due under the terms of the Project Documents for a period of fifteen (15) days and for a period not to exceed sixty (60) days for any infraction of the Project Documents.
- (i) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of the Project Documents.
- (j) Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board.
- (k) Employ, hire and dismiss such employees as they deem necessary and to prescribe their duties and their compensation.
- (l) Hire or employ and dismiss a manager, whether as an independent contractor or as an employee, to perform such services and duties as the Board may direct including, but without

limitation, any of the duties granted to the officers of the Association in these Bylaws or any duties of the Board set forth in this Section 3.9.

- (m) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by any Member entitled to vote.
- (n) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.
- (o) As more fully provided in the Declaration to: (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each fiscal year, (2) send written notice of each assessment to every Owner subject thereto, (3) record within a reasonable time, a notice and claim of lien against any Lot for which assessments are not paid, and foreclose the same within a reasonable time or, in the discretion of the Board, bring an action at law against the Owner personally obligated to pay the same.
- (p) Issue, or cause an appropriate officer to issue upon demand to any person, a certificate setting forth whether or not any assessment has been paid. The Board may make a reasonable charge for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (q) Procure and maintain adequate Property, liability and other insurance as required by the Declaration or as deemed necessary or advisable by the Board.
- (r) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (s) Cause the Common Area to be maintained, as more fully set forth in the Declaration.

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## **Article IV Officers and Their Duties**

### **Section 4.0 Enumeration of Officers**

The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The President must be a director elected by the Membership. All other principle officers may, but need not be Members of the Board.

### **Section 4.1 Election of Officers**

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

### **Section 4.3 Special Appointments**

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

### **Section 4.4 Resignation and Removal**

The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **Section 4.5 Vacancies**

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

### **Section 4.6 Multiple Offices**

The offices of Treasurer and Secretary may be held simultaneously by the same person. One person may not simultaneously hold more than one of any of the other offices, including special offices created pursuant to Section 4.3 of these Bylaws.

### **Section 4.7 Powers and Duties**

To the extent such powers and duties are not assigned or delegated to a manager pursuant to Section 3.9 (1) of these Bylaws the powers and duties of the officers shall be as follows:

- (a) President. The President shall be the chief executive Officer of the Association; shall preside at all meetings of the Board or the Members; shall see that orders and resolutions of the Board are carried into effect; and have general and active management of the business of the Association.
- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of

the Members; together with their addresses, and shall perform such other duties as required by the Board.

- (d) **Treasurer.** The Treasurer, or the Management Company, under the supervision of the Treasurer, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds for appropriate Association purposes; keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members prior to the annual meeting. Ninety (90) days after the end of each fiscal year the financial statement shall be audited by an independent firm not financially associated with the Management Company or any Member of the Association. This audited copy shall be made available to homeowners on request at reproduction cost.

## **Article V Indemnification**

### **Section 5.1 Directors and Officers; Third Party Actions.**

The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that he/she is or was a Member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney fees, and against judgements, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted, or failed to act, in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had not reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent Unofficial Document itself create a presumption that the person acted or failed to act other than in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

### **Section 5.2 Directors and Officers, Derivative Actions.**

The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Member, Director, Officer, employee or agent of the Association or is or was serving at the request of the Association as a Member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney fees, but excluding judgments and fines, and, except as hereinafter set forth, amounts paid in settlement, actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit, if he/she acted or failed to act, in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification may be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The court in which any such action or suit was brought may determine upon application that, in view of all circumstances of the case, indemnity for the amounts so paid in settlement and for the expenses, including attorney fees, actually and reasonably paid in connection with such application, to the extent the court deems proper.

**Section 5.3 Employees and Agents.**

To the extent that a Member, director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 5.1 and 5.2 of these Bylaws or in defense of any claim, issued or matter therein, he/she shall be indemnified against expenses, including attorney fees, actually and reasonably incurred by him/her in connection therewith.

**Section 5.4 Procedure for Effecting Indemnification**

Any indemnification under Section 5.1 or 5.2 of these Bylaws, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of a Member, director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Section 5.1 or 5.2 of these Bylaws. Such determination shall be made by any of the following:

- (a) By the Board by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceedings;
- (b) If such a quorum is not obtainable, in a written opinion of independent legal counsel appointed by a majority of the disinterested directors for that purpose;
- (c) If there are no disinterested directors, by the court or other body before which the action, suit or proceeding was brought or any court of competent jurisdiction upon the approval of or application by any person seeking indemnification, in which case indemnification may include the expenses, including attorney fees, actually and reasonably paid in connection with such application;
- (d) By act of the Members.

**Section 5.5 Advancing Expenses.**

Expenses, including attorney fees, incurred in <sup>Unofficial Document</sup> civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit or proceeding as authorized in the manner provided in Section 5.4 of these Bylaws upon receipt of an undertaking by or on behalf of the Member, director, officer, employee or agent to repay the amount unless it is ultimately determined that he/she is entitled to be indemnified by the Association as authorized in this Article.

**Section 5.6**

Scope of article. The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Member, director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such a person.

**Article VI Architectural Committee****Section 6.0 Committee Composition.**

The Board shall appoint Members. No more than one (1) Member of a household shall serve on the Board or Architectural Review Committee at a given time. Members shall not be required to be an architect or associated with real estate or the building industry, but should be familiar with the content as well as the intent of the Declaration of Covenants, Conditions and Restrictions. The Board may also appoint alternates, who serve in the event of the absence or disability of the regular Members of said committee, the remaining regular Members may designate any of the alternate Members to act as substitutes for the absent or disabled regular Members for the duration of such absence or disability.

**Section 6.1 Terms of Office.**

The terms of office for Members shall be one year, appointed by the Board of Directors. Any new Member appointed to replace a Member who has resigned or been removed shall serve such Members unexpired term. Any Member who has resigned, been removed or whose terms have expired is eligible to be re-appointed by the Board.

**Section 6.2 Appointment and Removal.**

The right to appoint and remove all Members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board; provided, however, that no Member may be removed from the Architectural Committee by the Board except by the vote or written consent of at least fifty-one (51) percent of all the Members of the Board.

**Section 6.3 Resignations.**

Any Member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to the Board.

**Section 6.4 Vacancies.**

Vacancies on the Architectural committee, however caused, shall be filled by the Board if deemed necessary.

**Section 6.5 Duties**

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It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or request for Property improvements submitted to it pursuant to the terms of the Declaration; to adopt Architectural Committee procedures and guidelines. Guidelines serve to clarify the intent of the Declaration Restrictions. As new issues arise, the committee is authorized to update the Guidelines as appropriate providing the updates are consistent with Article II, Section 2.5.

**Section 6.6 Meetings and Compensation.**

The Architectural Committee meetings are to be held on a regular basis in a facility able to accommodate open meeting policies. Owners are welcome to attend and explain their particular request to the committee. The committee shall provide a written reply to the requesting homeowner within 60 days of the date the ARC received the request. The letter shall state the Declaration requirements and established guidelines that formed the basis of the Committee decision. The committee shall keep a record of all approvals and rejections. The Management Company and the committee shall maintain dated records of violation notices and associated correspondence. The Architectural Committee shall not be entitled to compensation for their services.

**Section 6.7 Architectural Committee Rules.**

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

**Section 6.8 Waiver.**

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

**Section 6.9 Time for Approval.**

The Architectural Review Committee (ARC) has a duty to approve or disapprove any request received by the ARC within sixty (60) days of receipt. Within this same 60-day period, written approval or disapproval must be communicated to the homeowner or approval will not be required and this request will be deemed to have been complied with.


**Section 6.10 Request for Alterations.**


All approved requests for Property alterations shall be completed within 120 working days. In the event an approved project is not completed within this time, the approval will be considered expired. A second approval request shall be necessary.


**Section 6.11 Mediation**

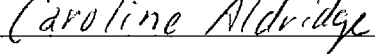
- (a) Any homeowner or resident aggrieved by a decision of the Architectural Committee may appeal to the Board in a mediation hearing in accordance with procedures to be developed by the Board. These procedures shall be included in the Architectural Committee Guidelines.
- (b) Pursuant to Article VI, Section 6.7 the decisions of the Architectural Committee regarding structural and landscape alterations shall be final.  
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- (c) In the event the decision of the Architectural Committee is overruled on legal matters such as selective enforcement or matters other than structural or landscaping, and not otherwise addressed in Declaration, the prior decision of the Architectural Committee shall be deemed modified to the extent specified by the Board.

CERTIFICATION

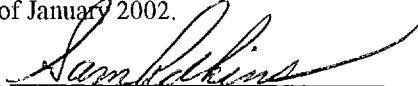
  
\_\_\_\_\_  
Pete Stewart, Vice President

  
\_\_\_\_\_  
Rick Eissinger, Treasurer

  
\_\_\_\_\_  
Jan Williams, Secretary

  
\_\_\_\_\_  
Caroline Aldridge, Director

I hereby certify that the forgoing Bylaws were voted on by a majority vote of the and duly adopted by the Board of Directors of The Association on the 19th day of January 2002.

  
\_\_\_\_\_  
Sam Adkins, President