

**BYLAWS
OF
DOBBINS HEIGHTS COMMUNITY ASSOCIATION**

**ARTICLE 1
GENERAL**

1.1 **Scope.** These Bylaws shall constitute the Bylaws of the DOBBINS HEIGHTS COMMUNITY ASSOCIATION (the "Association"), an Arizona nonprofit corporation formed for the purpose of serving as the property owners' association for Dobbins Heights Community, a planned community in Maricopa County, Arizona (the "Property"), pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Dobbins Heights recorded as Document No. 2020-0481973 in the Official Records of Maricopa County, Arizona (the "Declaration").

1.2 **Definitions.** Except as otherwise provided herein, capitalized terms used in these Bylaws which are defined in the Declaration, shall have the meanings set forth in the Declaration.

1.3 **Application of Bylaws.** The Association, all present and future Owners and Residents, and any other Persons with any right, title, or interest in any Lot, or who may have a right to use the Common Areas (including, but not limited to, Members), are subject to the provisions of these Bylaws.

1.4 **Association Responsibilities.** The Association, acting through its Board and its Members, shall constitute the property owners' association for the Property. The Board shall be responsible for administering the Declaration and exercising the powers and duties provided for by law and in the Declaration, except for such matters as are reserved to the Members, the Declarant, or other Persons by law or in the Declaration, the Articles of Incorporation of the Association (the "Articles") or these Bylaws.

**ARTICLE 2
VOTING RIGHTS**

2.1 **Majority Vote.** Members are hereby notified that the Declarant has certain special voting and other rights under the Declaration that are not given to all Members. A majority of the votes of Members eligible to vote and holding voting rights under the Declaration who are present at any meeting and voting, either in person, by mail-in or absentee ballot, or such other methods permitted by law, shall decide any question presented to the Members unless these Bylaws, the Articles, the Declaration, or applicable law shall require or allow otherwise, in which case the voting percentage required or allowed by these Bylaws, the Articles, the Declaration or such applicable law shall apply.

2.2 **Vote Indivisible.** The vote for each Membership must be cast as a unit and fractional votes shall not be allowed. If a Membership is owned by more than one Owner and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes

that such Member was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void. This section is subject to Section 7.2 of the Declaration.

2.3 Transfer of Membership. Except as provided in the Declaration, the rights and obligations of an Owner of a Membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership of the Lot. A transferor of a Lot must notify the Board of the transfer in writing, and remains liable for all obligations hereunder until the transferor so notifies the Board. A transfer of ownership to a Lot may be effectuated by Deed, intestate succession, testamentary disposition, foreclosure of a mortgage or deed of trust of Record or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of the ownership of the Lot shall operate to transfer the Membership appurtenant to said Lot to the new Owner thereof. The foregoing restrictions shall not apply to any transfer by the Declarant of its rights under the Declaration or its designation of a Designated Builder. This section is subject to Section 7.4 of the Declaration.

2.4 List of Members Entitled to Vote. The Secretary of the Association shall maintain, at the office of the statutory agent of the Association or the known place of business of the Association set forth in the Articles, a record of the names and addresses of Members entitled to vote.

ARTICLE 3 **MEETINGS OF MEMBERS**

[NOTE: THE SPECIFIC REQUIREMENTS OF A.R.S. 33-1804 ARE INCORPORATED INTO THIS SECTION]

3.1 Annual Meetings. To the extent required by applicable law, including, but not limited to, A.R.S. § 33-1804 (as amended from time to time), the annual meetings of the Members shall be held at a time and place (which must be within the State of Arizona) designated by the Board and shall occur at least once per year. Subject to Declarant's right, under Section 6.2(B) of the Declaration, to appoint and remove all members of the Board prior to termination of the Declarant Control Period and to appoint the first Board after termination of the Declarant Control Period, the Members shall, at each annual meeting of the Members, elect the members of the Board in accordance with the requirements of the Declaration, the Articles, and these Bylaws, and may also transact such other business as may be authorized to be transacted by the Members at annual meetings.

3.2 Special Meetings. Subject to the requirements of A.R.S. § 33-1804, special meetings of the Members may be called, for any purpose or purposes, by the President, by a resolution of the Board signed by a majority of the Board, or upon a written petition filed with the Secretary signed by Members who are entitled to cast twenty-five percent (25%) of all of the votes, which petition must state the specific purpose of the special meeting. For purposes of determining whether the 25% requirement has been met, the record date is the close of business on the 30th day before delivery of the petition for a special meeting. No business shall be transacted at a special meeting except as stated in the notice thereof.

3.3 **Place.** All meetings of the Members shall be held at such date, place, and time as shall be designated by the Board and stated in the notice of the meeting. All meetings must be held in the State of Arizona unless otherwise allowed by applicable law.

3.4 **Notices.** It shall be the duty of the Secretary, or the managing agent on behalf of the Secretary, to deliver to each Member entitled to receive notice as provided in Section 3.5 hereof, a notice of each meeting, whether annual, special, or otherwise. Not fewer than ten (10) nor more than fifty (50) days in advance of any meeting of the Members, the Secretary, or the managing agent on behalf of the Secretary, shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address for each Lot or to any other mailing address designated in writing by a Member. This notice shall state the time and place of the meeting; provided, however, that any notice of a special meeting of the Members shall also state the purpose for which the meeting is called, including the general nature of any proposed amendment to the Declaration, the Articles, or these Bylaws, changes in Assessments that require the approval of the Members, and any proposal to remove a director or officers. The failure of any Member to receive actual notice of a meeting of the Members does not affect the validity of any action taken at that meeting.

3.5 **Record Date.** The Board may fix in advance a date as the record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members, or to make a determination of Members for any other proper purpose (the "Record Date"). The Record Date shall be not more than seventy (70) days prior to the date on which the particular action requiring such determination is to be taken, and, in the case of a meeting of the Members, not fewer than ten (10) days prior to the date of the meeting. Unless a different date is set by the Board, the Record Date shall be fifty (50) days prior to the action requiring the determination. An Owner who is delinquent with respect to an Assessment or whose rights as a Member are otherwise under suspension pursuant to the Declaration as of the Record Date shall be entitled to notice of, but shall not be entitled to vote at, any meeting of Members noticed or held during the period of the delinquency or suspension. When a determination of Members entitled to vote at any meeting of the Association has been made as provided in this Section, such determination shall apply to any adjournment thereof. After fixing a record date for a meeting, the Secretary or managing agent on behalf of the Secretary, shall prepare an alphabetical list of the names of all of its Members who are entitled to notice of the meeting, the address of each Member and the number of votes each Member is entitled to vote at the meeting. At the discretion of the Board, the Secretary or managing agent on behalf of the Secretary shall also prepare on a current basis through the time of the meeting another list of Members, if any, who are entitled to notice of the meeting, but not entitled to vote at the meeting, which list shall be prepared on the same basis and made a part of the list of Members.

3.6 **Quorum.** Except as otherwise provided by applicable law, the Declaration, the Articles, or these Bylaws, at any meeting of the Members, one-tenth (1/10) of the votes entitled to vote at the meeting, whether present in person or represented by mail-in or absentee ballot, shall constitute a quorum for the transaction of business.

3.7 **Proxies.** Unless later permitted by applicable law (and not expressly prohibited by A.R.S. § 33-1812 or other applicable law as amended from time to time), after termination of the Declarant Control Period, no Member may cast any vote pursuant to a proxy.

3.8 **Mail-In or Absentee Ballots.** A Member entitled to vote may do so by filing a written mail-in or absentee ballot with the Secretary or other officer or agent authorized to tabulate votes before or at the time of a meeting. All mail-in or absentee ballots must comply with the requirements set forth in A.R.S. § 33-1812 and other applicable law as amended from time to time. The mail-in or absentee ballot shall be counted for purposes of determining whether a quorum is present. A Membership held by a duly appointed personal representative or by a court appointed receiver may be voted in person or by mail-in or absentee ballot by such representative or receiver without the transfer of such Membership into the name of the personal representative or receiver. The Association may provide for voting by some other form of delivery, including the use of e-mail or fax delivery if approved by the Board or the Members.

3.9 **Election of Directors by Members.** When the Members are permitted to elect the members of the Board pursuant to the Declaration, such election of the members of the Board shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected to the vacant positions. Cumulative voting for directors shall not be permitted.

3.10 **Open Meetings.** To the extent required by applicable law, including, but not limited to, A.R.S. § 33-1804 (as amended from time to time), all meetings of the Members shall be open to all Members of the Association or any Person designated by a Member in writing as the Member's representative.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Number and Qualification of Directors; Term.

(a) The affairs of the Association shall be controlled and managed by the Board appointed or elected in accordance with the Declaration, the Articles, and these Bylaws, and such officers as the Board may elect or appoint in accordance with the Articles and these Bylaws.

(b) In accordance with Section 6.2 of the Declaration, until the termination of the Declarant Control Period, Declarant shall have the right to appoint and remove all members of the Board. After the termination of the Declarant Control Period, Declarant has the right but not the obligation to appoint the first Board comprised of Owners.

(c) The initial Board shall consist of three (3) directors, who may be any Persons chosen by the Declarant. Until the termination of the Declarant Control Period, each successive Board shall consist of at least three (3) directors, who may be any Persons chosen by the Declarant. Until the termination of the Declarant Control Period, the Declarant may increase the size of the Board; provided, however, that (i) there shall be no more than nine (9) directors and (ii) the Board may not consist of an even number of directors.

(d) Commencing with the first annual meeting of the Members after the termination of the Declarant Control Period, the Board shall consist of a minimum of three (3) and a maximum of nine (9) directors, all of whom must be Members (or individuals designated by corporate, partnership or other non-individual Members). In no event shall the Board consist of an even number of directors.

(e) The term of each director shall run until the termination of the Declarant Control Period. Thereafter, the initial terms of the directors may be for different terms as set by the Board to obtain staggered Board terms. In succeeding years, each director shall be elected for a two-year term.

4.2 **Organization.** Subject to Declarant's right, under Section 6.2(B) of the Declaration, to appoint and remove all members of the Board prior to termination of the Declarant Control Period and to appoint the first Board after termination of the Declarant Control Period, at each annual meeting of the Members the number of directors provided for herein shall be elected in accordance with the procedures set forth in these Bylaws. Directors shall take office following the close of the annual meeting at which they are elected and shall hold office until their successors have been duly elected and the first meeting of the new Board has been held. The organizational meeting of a newly elected Board shall be held within thirty (30) days after the annual meeting at which the Board was elected or appointed.

4.3 **Powers and Duties.** Except to the extent set forth in the Declaration, the Articles, and these Bylaws, the Board shall have all responsibility for the control and management of the Association, and shall have all power and authority to act on behalf of the Association and to exercise any and all powers granted to the Association under the Declaration, the Articles, or applicable law.

4.4 **Removal of Directors.** Subject to Declarant's right, under Section 6.2(B) of the Declaration, to appoint and remove all members of the Board prior to termination of the Declarant Control Period, the Members, in order to remove a member of the Board, must follow the procedures set forth in A.R.S. § 33-1813 and other applicable law as amended from time to time. If at any time A.R.S. § 33-1813 or other applicable law as amended from time to time does not contain specific requirements regarding the removal of directors, a director may be removed at any special meeting called for such purpose. Notwithstanding the foregoing, no director validly appointed by the Declarant under the Declaration can be removed by the Members.

4.5 **Vacancies on Board.** Subject to Declarant's right, under Section 6.2(B) of the Declaration, to appoint and remove all members of the Board prior to termination of the Declarant Control Period, all vacancies on the Board (other than a vacancy created pursuant to Section 4.4 of these Bylaws) shall be filled by a vote of the majority of the remaining directors, even though less than a quorum. Each person elected to fill a vacancy shall serve as a director until a successor is elected at the next annual meeting of the Members and the first meeting of the new Board has been held.

4.6 **Disqualification and Resignation of Directors.** Any director may resign at any time by sending written notice of such resignation to the Board, its presiding officer, the Association, the Secretary of the Association, or the managing agent. Unless otherwise specified therein, such resignation shall take effect upon delivery of such notice. Except in the case of injury, illness, or similar excusable circumstances as may be approved by a majority vote of the other directors, a director's fourth consecutive absence from duly called regular meetings of the Board shall automatically constitute a resignation by such absent director, effective as of the commencement of the fourth missed meeting. If a director not appointed by the Declarant ceases to be a Member (or, in the case of a director who is an individual designated by a corporate, partnership or other non-individual Member, if such designating Member ceases to be a Member), such Person's directorship shall immediately and automatically terminate. No

individual shall continue to serve on the Board if such individual, or the corporate, partnership or other non-individual Member which designated such individual for candidacy as a director, is more than thirty (30) days delinquent in the payment of an Assessment, and such delinquency shall automatically constitute a resignation by such director on the thirty-first (31st) day of the delinquency.

4.7 **Regular Board Meetings.** The Board may hold regular meetings at such date, time, and place, as a majority of the directors shall designate. Notice of regular meetings shall be given to each director personally or by mail, telephone, or facsimile transmission at least five (5) days prior to the date designated for such meeting.

4.8 **Special Board Meetings.** Special meetings of the Board may be called by the President or Secretary or by two-thirds (2/3) of the directors on three (3) days notice to each director, given personally or by telephone or facsimile transmission, which notice shall state the time, place, and purpose of the special meeting.

4.9 **Special Notices and Other Requirements for Board Meetings.**

(a) Notwithstanding anything in these Bylaws to the contrary, including, but not limited to, the notice provisions in Sections 4.7 and 4.8 hereof, and in compliance with A.R.S. § 33-1804, with respect to all meetings of the Board that are held after the termination of the Declarant Control Period, notice to Members of any meeting of the Board shall be given at least forty-eight (48) hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the Board; provided, however, that notice to Members of any meeting of the Board is not required if emergency circumstances require action by the Board before notice can be given. The foregoing notice to the Members shall contain, at a minimum, the time and place of the meeting. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of any action taken at that meeting.

(b) Notwithstanding anything in these Bylaws to the contrary, and in compliance with A.R.S. § 33-1804, with respect to all meetings of the Board that are held after the termination of the Declarant Control Period, the Board shall comply with the following: (i) the agenda of the meeting of the Board shall be available to all Members attending such meeting; (ii) an emergency meeting of the Board may be called to discuss business or take action that cannot be delayed until the next regularly scheduled meeting, provided that the minutes of the emergency meeting shall state the reason necessitating the emergency meeting and the minutes of the emergency meeting shall be read and approved at the next regularly scheduled meeting of the Board; (iii) a quorum of the Board may meet by means of a telephone conference if a speakerphone is available in the meeting room that allows members of the Board and Members to hear all parties who are speaking during the meeting; and (iv) any quorum of the Board that meets informally to discuss Association business, including workshops, shall comply with the open meeting and notice provisions contained in these Bylaws and other applicable law without regard to whether the Board votes or takes any action on any matter at the informal meeting.

(c) The provisions of this Section 4.9 shall be subject to the provisions of A.R.S. § 33-1804 and other applicable law as amended from time to time. Notwithstanding anything to the contrary contained in these Bylaws, the provisions contained in this Section 4.9 shall not be amended or modified unless applicable law, such as A.R.S. § 33-1804, is amended to make some or all of these provisions no longer mandatory, and in such case, the Board by

majority vote may amend these provisions provided such amendments are in compliance with then applicable law.

4.10 **Waiver of Notice by a Board Member.** Before, at, or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by the director of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

4.11 **Quorum of the Board.** At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. Except as provided in Section 4.9 with respect to meetings of the Board occurring after the termination of the Declarant Control Period, quorum of the Board may meet by means of a telephone conference or other electronic means if a speakerphone or other electronic device is available in the meeting room that allows members of the Board to hear all parties who are speaking during the meeting.

4.12 **Fidelity Bonds.** The Board may require that all officers and employees of the Association who handle or are responsible for Association funds, and all other Persons designated in the Declaration, shall furnish adequate fidelity bonds or coverage, as determined by the Board. The premiums due on such bonds or coverage shall be paid by the Association.

4.13 **Board Action in Lieu of Meeting.** Unless otherwise expressly restricted by statute, the Declaration, the Articles, or these Bylaws, any action required or permitted to be taken at a meeting of the Board or any committee thereof may be taken without a meeting if all directors or committee members, as appropriate, consent thereto in writing.

4.14 **Compensation.** No compensation shall be paid to directors or officers of the Association for their services as directors or officers. No remuneration shall be paid to a director or an officer for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board before the services are undertaken. Directors and officers of the Association may be reimbursed for any reasonable actual expenses incurred on behalf of the Association in connection with their duties as officers or directors.

4.15 **Open Meetings.** To the extent required by applicable law, including, but not limited to, A.R.S. § 33-1804 (as amended from time to time) all meetings of the Board, and any regularly scheduled committee meetings, shall be open to all Members of the Association or any Person designated by a Member in writing as the Member's representative.

4.16 **Annual Audit of the Association.** The Board shall comply with the provisions of A.R.S. § 33-1810 and other applicable law as it may be amended from time to time.

4.17 **Conflicts.** The Board shall comply with the provisions of A.R.S. § 33-1811 and other applicable law as it may be amended from time to time.

ARTICLE 5

OFFICERS

5.1 **Elected Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. Following termination of the Declarant Control Period, each officer must either be: (i) an Owner or (ii) a representative designated by a group of Owners in accordance with these Bylaws or an individual designated by a corporate, partnership, or other non-individual Owner. An individual may hold more than one office, except that the offices of President and Secretary, and the offices of President and Vice President, shall not be held by the same individual simultaneously.

5.2 **Election and Term of Office.** The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board. If such election of officers is not held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office at the pleasure of the Board. If any office becomes vacant for any reason, the vacancy shall be filled by the Board at any regular or special meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.

5.3 **Removal, Resignation, and Disqualification.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. Any officer may resign at any time by giving written notice of such resignation to the Board, the President or the Secretary. Such resignation shall take effect upon delivery of such notice or at any later time specified therein, and unless otherwise provided therein, acceptance of such resignation shall not be necessary to make it effective. Following the termination of the Declarant Control Period, each officer who ceases to be a Member of the Association or who ceases to be in Good Standing, as defined in the Declaration, shall be automatically removed from office. The previous sentence shall also apply to any officer who is a representative designated by a group of Owners or an individual designated by a corporate, partnership, or other non-individual Owner.

5.4 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.5 **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board. The President shall have executive powers and responsibility for general supervision over the affairs of the Association, including, but not limited to, the power to appoint committees from among the Members to assist in the conduct of the affairs of the Association.

5.6 **Vice President.** The Vice President shall take the place of the President and perform all of the duties of the President whenever the President is absent or unable to act. The Vice President shall also perform such other duties as may be imposed upon the Vice President from time to time by the Board.

5.7 **Secretary.** The Secretary shall: (a) issue notices of all meetings of the Members and the Board; (b) attend and keep the minutes of such meetings; (c) have charge of all of the Association's books, records and papers, including the Member list; and (d) perform such other duties as may be imposed upon the Secretary from time to time by the Board.

5.8 **Treasurer.** The Treasurer shall have custody of, and shall keep full and accurate account of, all receipts and disbursements of the Association, in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board. The Treasurer may delegate the collection, deposit and disbursement of monies by establishing a reasonable method of accounting that shall be reviewed by the Board on a monthly basis. All books of account shall be kept on a consistent basis in accordance with generally accepted accounting practices. The Treasurer shall also perform such other duties as may be imposed upon the Treasurer from time to time by the Board.

5.9 **Managing Agent.** The Board may hire a managing agent as set forth in Section 6.8 of the Declaration. The managing agent may either be an employee of the Association, an independent professional management company, or an independent contractor. The managing agent shall perform such duties and services as the Board shall authorize.

ARTICLE 6

FISCAL MANAGEMENT

6.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board from time to time, upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association or the managing agent as may be designated by the Board.

6.2 **Budget.** The Board shall cause to be prepared an estimated annual budget for the Association in accordance with the provisions of the Declaration, including, but not limited to, Section 8.5 thereof. The estimated annual budget for each year shall be adopted by the Board, and a copy thereof shall be made available to each Owner at the Owner's request.

6.3 **Fiscal Year.** The fiscal year of the Association shall be January 1 to December 31, except that the first fiscal year of the Association shall begin on the date of incorporation of the Association. The commencement date of the fiscal year herein established may be modified by the Board, subject to any necessary approvals by the Arizona Corporation Commission and the Internal Revenue Service.

6.4 **Contracts.** Unless otherwise provided by the Board, all contracts shall be executed on behalf of the Association by either the President or the Vice President. The Board may authorize in writing any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Subject to compliance with A.R.S. § 33-1811 and other applicable law as it may be amended from time to time, common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof that authorizes, approves, or ratifies such a contract or transaction.

6.5 **Loans.** No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in the Association's name unless authorized by a resolution of the Board and permitted by the Declaration, the Articles, and applicable law, including, but not limited to, A.R.S. § 33-1801 et seq.

6.6 **Other Provisions.** Other provisions regarding fiscal management, including such matters as Assessments, records and statements of payment, and discharge of Assessment liens,

are set forth in the Declaration, the relevant portions of which are incorporated herein by reference.

ARTICLE 7

OBLIGATIONS OF MEMBERS

7.1 **Obligations of Members.** Every Member, Owner and Resident shall have such obligations to the Association and the other Members, Owners and Residents as provided in the Declaration, which is incorporated herein by reference.

7.2 **Use of Common Areas.** The Common Areas shall be used for only such purposes as may be permitted by the Declaration, the Articles, the Association Rules, or these Bylaws. All Members, Owners and Residents shall abide by such rules as the Board may from time to time adopt relating to the time, manner and nature of the use of the Common Areas.

7.3 **Liability Survives Termination of Membership.** The termination of any Membership in the Association shall not (i) relieve or release a former Member from any liability or obligation under the Declaration or in any way connected with the Association, which is incurred by the former Member during the period of Membership, or (ii) impair any rights or remedies the Association may have against the former Member with respect to such liability or obligation.

ARTICLE 8

AMENDMENTS

8.1 **Amendments During Declarant Control Period.** Until the termination of the Declarant Control Period, the Bylaws may only be amended by (i) the written consent of the Declarant and (ii) the adoption of the amendment by the Board, or as otherwise required by applicable law.

8.2 **Amendments After Termination of Declarant Control Period.** After the termination of the Declarant Control Period, these Bylaws may only be amended by the adoption of the amendment by the Board, or as otherwise required by applicable law. The Members shall not have the right to amend the Bylaws.

8.3 **Agency Approval.** Notwithstanding Sections 8.1 and 8.2, if required by applicable law, any amendment to these Bylaws must be approved by the appropriate Agency. Further, Declarant reserves the right to amend these Bylaws as may be requested or required by any Agency as a condition precedent to such government agency's approval of these Bylaws. Any such amendment shall be effected by Declarant executing an amendment specifying the Agency requesting the amendment and setting forth the requested amendment. Execution of any such amendment shall be deemed conclusive proof of the Agency's request or requirement.

8.4 **Content of Amendments.** Notwithstanding the foregoing, these Bylaws shall not be amended to contain any provision which would be contrary to or inconsistent with the Declaration or the Articles as in effect from time to time, without obtaining all necessary consents under the Declaration; and any provision of, or purported amendment to, these Bylaws which is contrary to or inconsistent with the Declaration or the Articles shall be void to the extent of such inconsistency.

ARTICLE 9
LIMITATION OF LIABILITY

Notwithstanding any duty the Association may have to maintain and repair the Common Areas, the Association shall not be liable for injury or damage caused by a latent condition therein or by any Owner or Resident or other Person.

ARTICLE 10
MISCELLANEOUS

10.1 **Conflicts.** Any inconsistencies or conflicts among the provisions of the Declaration, the Articles, these Bylaws, and the Association Rules shall be resolved by giving priority first to the Declaration, second to the Articles, third to these Bylaws, and fourth to the Association Rules.

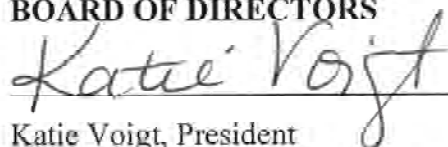
10.2 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

10.3 **Invalidity.** If any provision or provisions of these Bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Bylaws.

10.4 **Captions.** Captions are inserted in these Bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these Bylaws or any provision thereof.

ADOPTED BY the Board of the Dobbins Heights Community Association this 9th day of June, 2020.

BOARD OF DIRECTORS


Katie Voigt, President


Jeff Gunderson, Vice President


Christopher Clonts, Secretary/Treasurer