

STAR VALLEY ESTATES HOME OWNERS ASSOCIATION

Bylaws of the Star Valley Estates Homeowners Association

Effective Date of Implementation (23 March 2018)
Adopted by Board Motion (in-lieu vote, dated 23 February 2018)
and approved by membership effective 20 February 2018

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BY LAWS of STAR VALLEY ESTATES HOMEOWNERS ASSOCIATION

Pursuant to the provisions of Arizona Revised Statutes, ARS 10-3101, et seq., and ARS 33-1801, et seq., the above Arizona nonprofit corporation hereby adopts the following Bylaws:

ARTICLE I: NAME AND LOCATION

The name of the corporation is Star Valley Estates Homeowners Association, hereinafter referred to as the "Association". Meetings of Members and Directors may be held at such places within the State of Arizona, County of Pima, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

Section 2.1 Association

"Association" shall mean and refer to Star Valley Estates Homeowners Association, an Arizona nonprofit corporation its successors and assigns.

Section 2.2 Properties

"Properties" shall mean and refer to that certain real property described in the Declaration.

Section 2.3 Common Area

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and all improvements thereto. (The common area property within this association is Lot 151.)

Section 2.4 Lot

"Lot" shall mean and refer to Lots shown upon any recorded subdivision plat of the Properties with the exception of any areas designated thereon as Common Area. "Lot" shall include lots later annexed in accordance with the Declaration.

Section 2.5 Owner

"Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.6 Declaration

"Declaration" shall mean and refer to the Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Star Valley Estates applicable to the Properties and recorded in Book 11269, Page 853 in the Office of the Pima County Recorder, State of Arizona, as it may be amended from time to time.

Section 2.7 Member

"Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III: MEETING OF MEMBERS

Section 3.1 Annual Meetings

The annual meeting of the Members shall be held during the first quarter of each calendar year at a time and date to be announced, and the first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.2 Special Meetings

Special meetings of the Members are conducted in accordance with ARS 33-1804(B) and may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes entitled to be cast by the Membership.

Section 3.2.1 Call for a Special Meeting for Removal of a Board Member

Removal of a board director is accomplished under ARS 33-1813(A). A special meeting shall be called within 30 days after receipt of a petition signed by at least twenty-five percent (25%) of the Members entitled to vote in the association.

Section 3.3 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 such notice, postage prepaid, not fewer than fifteen (15) days, and no more than fifty (50) days, before such meeting to each Member entitled to vote thereafter, 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.

Section 3.4 Quorum

The presence at the meeting of Members entitled to cast ten percent (10%) of the votes shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members, who are present and entitled to vote thereat, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented; provided, however, that if the adjournment is for more than thirty (30) days, notice shall be given to each member entitled to vote at the meeting.

Section 3.5 Proxies

ARS 33-1250(C) through (E) (Condominiums) and ARS 33-1812 (Planned Communities) provide the rules for the use of proxies and absentee ballots for issues that come before the membership.

Note: The use of proxies at condominium and planned community membership meetings **is prohibited**. The Association must provide for votes to be cast by an absentee ballot and may provide for voting by some other form of delivery. The "other form of delivery" allows a community association to use a "mail ballot", specifically authorized by ARS 10-3708 and ARS 33-1812.

Section 3.6 Member Action Without a Meeting

Unless the Articles provide otherwise, any action required or permitted to be taken by the Members at a meeting may be taken without a meeting, by written consent, as evidenced by one or more written consents describing the action taken, signed by a majority of the Members (or such greater percentage as may be required hereunder or in the Articles or Declaration for the action taken hereunder) and filed with the minutes or corporate records. Action taken by written consent is effective when the last Member (of the number required for the action) signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document.

Any vote of the Members may also be taken without a meeting, by written ballot, if:

- (1) the Association delivers a written ballot to every member entitled to vote on the matter, giving the Member an opportunity to vote for or against the proposed action, and setting forth:
 - (a) the proposed action,
 - (b) the number of responses needed to meet quorum requirements,
 - (c) the percentage of approvals needed to approve the matter, and
 - (d) the time by which a ballot must be delivered in order to be counted, which shall be not fewer than three days after the corporation delivered the ballot to the Members;
- (2) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action; and
- (3) the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

ARTICLE IV: BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1 Number of Directors

The affairs of the Association shall be managed by the Board. The Board shall consist of five (5) directors, each of whom must be a Member of the Association, and each of whom shall be elected by the voting Members (except in the event of death or resignation of a Director, or if a replacement candidate cannot be identified, is covered in Section 4.3).

Section 4.2 Term of Office

The directors shall be elected at the annual meeting of the Members, and the term of the directors, shall be staggered three year terms, with three classes of directors, one class being elected each year.

Section 4.3 Removal

Any director may be removed from the Board, with or without cause, by Members having a majority of the votes entitled to be cast by the Members at a special meeting called by the Members. Any director, so removed by the Members, shall be replaced pursuant to either ARS 33-01813(5) or ARS 33-01813(6):

ARS 33-1813(5): On removal of at least one but fewer than a majority of the members of the board of directors at a special meeting of the membership called pursuant to this subsection, the vacancies shall be filled as provided in the community documents.

ARS 33-1813(6): On removal of a majority of the members of the board of directors at a special meeting of the membership called pursuant to this subsection, or if the community documents do not provide a method for filling board vacancies, the association shall hold an election for the replacement of the removed directors at a separate meeting of the members of the association that is held not later than thirty (30) days after the meeting at which the members of the board of directors were removed. (Removed directors are ineligible for re-election at this time.)

In the event of death, or resignation of a director, or if a replacement candidate cannot be identified, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the replaced director.

Section 4.3.1 Eligibility of A Removed Director

Any director, either individually or as a member of a group, so removed by a vote of the Members, as described in Section 4.3 of the Bylaws, shall be ineligible to serve on the board in any capacity for a period of one year following the date of the recall election.

Section 4.3.2 Terms of Office of Member-Removed Directors

- a. The replacement of a member-removed director is not to be construed as an appointment by the Board of a director to fill the term of a director who has either resigned, died or been removed by the Members. In the case of a Board appointment, the appointed director will serve out the unexpired term of the resigned or deceased director.
- b. Removal of a director by Member-vote creates a new position and the director so elected by the membership (or appointed by a residual Board still consisting of a majority of directors) to replace the member-removed director shall serve either:
 - (1) a minimum one year term,
 - (2) the remainder of the unexpired term of the member-removed director, or
 - (3) a term determined by the board based on the next section below, whichever is longer.
- c. In the event the entire board of directors as a group is removed by a vote of the membership, the newly elected board is to be considered a fresh board with fresh terms. The terms of the newly elected directors shall be determined by the Board members themselves and shall be divided as follows: two directors with 3-year terms, two directors with 2-year terms and one director with a one year term. The variable terms fulfill the requirement of a staggered, three-year election process. After an initial term, as specified herein has been served, subsequent terms will be for a period of three years.

Section 4.4 Compensation

No director shall receive compensation for any service he may render to the Association that is within his duties as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among individual Members or individuals..

Section 5.2 Election to the Board of Directors

- A. Votes allocated to a unit may not be cast pursuant to a proxy. The association shall provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. Cumulative voting is not allowed. Every Owner entitled to vote shall be entitled to cast one vote multiplied by the number of directors to be elected. Only one vote may be cast for each candidate and the total number of votes cast on each ballot may not exceed the number of offices open for election. No Owner shall have the right to cumulate votes for any individual candidate.

Any action taken at an annual, regular or special meeting of the members shall comply with all of the following, if absentee ballots are used (ref: ARS 33-1812(A)(1-7)):

1. The ballot shall set forth each proposed action.
2. The ballot shall provide an opportunity to vote for or against each proposed action.
3. The ballot is valid for only one specified election or meeting of the members and expires automatically after the completion of the election or meeting.
4. The ballot specifies the time and date by which the ballot must be delivered to the board of directors in order to be counted, which shall be at least seven days after the date that the board delivers the unvoted absentee ballot to the member.
5. The ballot does not authorize another person to cast votes on behalf of the member.

6. The completed ballot shall contain the name, address and signature of the person voting, except that if the community documents permit secret ballots, only the envelope shall contain the name, address and signature of the voter.
 7. Ballots, envelopes and related materials, including sign-in sheets if used, shall be retained in electronic or paper format and made available for member inspection for at least one year after completion of the election.
- B. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

ARTICLE VI: MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings

Regular meetings of the Board of Directors shall be held at least once per calendar year, at such place and hour as may be fixed from time to time by resolution of the Board. Such meetings shall be open to all Members (although Members who are not Directors shall not be permitted to participate in any discussion of the Board at such meeting unless expressly authorized to do so by a majority of a quorum of the Board); provided, however, that any meeting or portion thereof may be closed if limited to one or more of the following (ref: ARS 33-1804(A)):

1. Discussing employment or personnel matters for employees of the Board or the Association;
2. Obtaining legal advice from an attorney for the Board or the Association;
3. Discussing pending or contemplated litigation; or
4. Discussion pending or contemplated matters relating to enforcement of the Association's Rules, or the Declaration or these Bylaws.

Section 6.2 Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days written notice to each director.

Section 6.3 Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every action 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 6.4 Action Taken Without a Meeting (In-Lieu Actions)

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 the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII: POWERS AND RESPONSIBILITIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers

In addition to all other powers, the Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
2. Suspend the voting rights and the right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing (as provided in Section 10.1). for a period not to exceed fifty (50) days for infraction of published rules and regulations;
3. 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 these Bylaws, the Articles of Incorporation, or the Declaration;
4. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
5. Grant easements over, across or under the Common Areas for public utilities, ingress, egress and such other purposes as may be deemed advisable by the Board.

In addition to the above, the Board of Directors may also declare the appointed 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 of Directors.

Section 7.2 Duties

It shall be the duty of the Board of Directors to:

A. As more fully provided in the Declaration:

1. Fix the amount of the annual assessment against each Lot;
2. Send written notice of each assessment to every Owner subject thereto; and
3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same, provided same is cost effective in the sole discretion of the Board of Directors;

B. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- C. Procure and maintain liability and hazard insurance covering property-maintained by the Association in the amounts required by the Declaration or otherwise determined by the Board of Directors in their sole discretion;
- D. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- E. Cause the Common Area, and any other areas for which the Association is responsible, to be maintained; and
- F. Send the information required by Article XIII below to a prospective purchaser of a Lot upon receipt of the required notice of pending sale.

Article VIII: OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices

The offices of this Association shall be a president, vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. Officers shall at all times be members of the Board of Directors. The duties of the directors are as follows:

Section 8.2 Election of Officers

The officers of the board shall be elected by the Board at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Term

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve as an officer.

Section 8.4 Special Officer 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, from time to time, determine.

Section 8.5 Resignation and Removal

Any officer may be removed from office with or without cause by the Board. 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 at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 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 being replaced.

Section 8.7 Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8 Duties

The duties of the officers are as follows:

- A. **President**. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- B. **Vice-President**. The vice-president shall act in the place and instead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required 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; serve notice of meetings of the Board and Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- D. **Treasurer**. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a 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. The Treasurer and President may in writing delegate to a professional management company the authority to execute checks for ordinary and necessary operating expenses of the Association. Capital expenses shall require the signature of the Treasurer and President.
- E. **Directors-at-Large**. A Director-at-large is a Director who does not hold any of the offices listed in A through D above, but still has a responsibility to act with care and loyalty to the Association. As such, this director helps to support the mission, approve the budget, and determine the strategic direction of the Association. A Director-at-Large attends board meetings and votes on all board matters.

ARTICLE IX: COMMITTEES

The Association shall appoint an Architectural Control Committee (ACC), as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In accordance with ARS 33-1817(B)(1), the ACC shall be chaired by a director on the board. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X: HEARINGS

Section 10.1 General Sanction Hearings

In the event the Board shall exercise its right to: (1) suspend voting rights; or (2) to impose any monetary penalty, the Board shall first give the sanctioned party written notice of the basis for such sanctions and the sanctioned party shall be granted an opportunity to be heard by the Board after such notice has been given. The form of such notice and the specific procedures for the hearing shall be determined by the rules and regulations adopted by Board resolutions.

Section 10.2 Architectural Control Committee (ACC) - Non-Conforming, Improvement Hearings

In the event the Architectural Control Committee desires, pursuant to the Declaration, to make or direct a third party to make architectural improvements, alterations, or repairs upon an Owner's Lot to correct a non-conforming improvement, the Committee shall first give written notice to said Owner specifying the nature of the nonconformity and of the architectural improvements, as defined in the Declaration, and providing the Owner with a hearing date before the Committee.. The form of said written notice and the procedural guidelines for the hearing shall be determined by the rules and regulations adopted by Board resolutions.

ARTICLE XI: BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII: ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear, per ARS 33-1803, charges for the late payment are limited to the greater of fifteen dollars (\$15) or ten percent (10%) of the amount of the unpaid assessment and may be imposed only after the association has provided notice that the assessment is overdue or provided notice that the assessment is considered overdue after a certain date, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XIII: SALE OF LOT BY OWNER/MEMBER

Each Member is required, by the Declaration, to notify the Association in writing, not less than 10 business days prior to the closing of any sale of such Member's Lot, of the name and address of the purchaser thereof, as well as the scheduled closing date for the sale. The Association shall, upon receipt of such information, mail or otherwise deliver to such purchaser a copy of the Declaration, Bylaws, Association Rules and a statement containing the following information:

- A. The telephone number of a principal contact for the Association, which may be an officer thereof, a management company employed thereby, or any other person;
- B. The amount of the current regular annual assessment, and the amount of any assessments or fees currently owed by the selling Member;
- C. Whether or not any portion of the Lot or Dwelling Unit thereon is covered by insurance maintained by the Association;
- D. Whether the Association knows of any alterations or improvements to the Lot that violates any provisions of the Declaration or Association Rules (and if so, the names of those violations);
- E. Whether the Association knows of any violation of the health or building codes with respect to the Lot (and if so, the nature of those violations); and
- F. The case name and number of any pending litigation filed by the Association against the selling Member with respect to the Lot, and the case name and number of any pending litigation files by the Member against the Association (except that the Association shall not be required to disclose any information protected by attorney-client privilege).

ARTICLE XIV: AMENDMENTS – CONFLICTS

Section 14.1 Amendments

These Bylaws may be amended by the Board of Directors of the Association, subject to amendment or repeal by the vote of not less than three fourths (3/4) of each Class of Members voting at a meeting at which a quorum of members is present..

Section 14.2 Conflicts

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

ARTICLE XV: FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

**By Laws of the Star Valley Estates Homeowners Association
Updated Fall 2016**

ARTICLE XVI: NOTICE

All notices, demands, statements or other communications required to be given or served under these 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, postage prepaid or, in the case of a notice pursuant to Section 7.2(B) of these Bylaws, registered or certified U.S. Mail, return receipt requested, postage prepaid:

- (1) if to an Owner, to the address that the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at to the Owner's property address within the Property or
- (2) if to the Association, to the Board or any manager employed by the Association with respect to management of the Common Areas, at the principal office of the manager or such other address as shall be designated by notice in writing to the Owners, with copies mailed or delivered personally and to the Association at its then 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 earlier of the date the notice is actually received or three (3) days after the notice is mailed. If a Lot is owned by more than one person, notice to one of the Owners of the Lot shall constitute notice to all the Owners of the Lot.

IN WITNESS WHEREOF, I have executed these Bylaws this _____ day of

_____ 2000.

ATTEST:

Secretary