

EXHIBIT A

AMENDED AND RESTATED BYLAWS OF SCOTTSDALE MARQUESSA CONDOMINIUM ASSOCIATION

RECITALS

WHEREAS:

A. The Bylaws for the Scottsdale Marquessa Condominium Association, formerly known as The Heritage – Scottsdale Owners Association, were adopted on February 21, 1986 (“First Bylaws”), and were amended on certain dates including, without limitation, January 19, 1988 and November 14, 1991 (“Amendments to Bylaws”). The First Bylaws and Amendments to the Bylaws shall hereinafter be referred to as the “Original Bylaws”.

B. The Original Bylaws provides that the Bylaws may be amended at a regular or special meeting of the Members, by a vote of the Members representing at least sixty- seven percent (67%) of the votes entitled to be cast by Members present in person (or by absentee ballot).

C. These Amended and Restated Bylaws (“Bylaws”) have been approved in accordance with the requirements of the Original Bylaws and shall supersede the Original Bylaws in their entirety.

NOW, THEREFORE, the Original Bylaws are amended and restated in its entirety as follows:

ARTICLE I

NAME AND LOCATION

The name of the corporation is the SCOTTSDALE MARQUESSA CONDOMINIUM ASSOCIATION, hereafter referred to as the “Association”. The principal office of the Association shall be located at the office of a current property manager, but meetings of Members and Directors may be held at such places within the State of Arizona as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Unless the context indicates otherwise, capitalized terms shall have the same meaning as set forth in the recorded Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Scottsdale Marquessa Condominium Association (the “Declaration”), as amended from time to time. All other words used in these Bylaws shall be given their normal, commonly understood definitions.

ARTICLE III

APPLICATION OF BYLAWS

All Owners, Lessees, Residents and other persons who may reside in a Unit and/or use the General Common Elements are subject to the Condominium Documents. The acceptance of a deed to a Unit shall constitute an agreement to comply with the Condominium Documents, whether or not so indicated on the deed.

ARTICLE IV

APPLICATION OF STATUTES

The provisions of Arizona statutes, including Arizona Revised Statutes 33-1201, et seq., and 10-3101, et seq., are applicable to the extent these Bylaws are silent on a given issue and/or to the extent such statutes specifically provide that they take precedence over the language of the Bylaws to the extent inconsistent with such statutes.

ARTICLE V

MEETINGS OF MEMBERS

All meetings of the Members, the Board of Directors, or regularly scheduled committee meetings are open to all Members of the Association or any person designated by a Member in writing as a Member's representative, unless those meeting or portions of those meetings are closed pursuant to ARS § 33-1248.

Section 1. **Annual Meeting.** The Annual Meeting of the Members of the Association shall be held on or about the third Thursday of November of each year, on a date to be determined by the Board. The Board may change the date of the Annual Meeting from time to time so long as a meeting of the Annual Meeting is held at least once each year

Section 2. **Special Meetings.** Special Meetings of the Members may be called at any time by the President, upon the affirmative vote by a majority of the Board, or upon written request of not less than ten percent (10%) of the voting Members.

Section 3. **Notice of Meetings.** Written notice of each meeting of the Members shall be given by or at the direction of the Secretary by mailing a copy of such notice, postage prepaid, not less than twenty-five (25) days nor more than fifty (50) days before such meeting, to each Member, addressed to the Member's address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of notices. Such notice shall specify the place, day and hour of the meeting and, in the case of a Special Meeting of the Members, the purpose for which the meeting is called, including the general nature of any proposed amendment to the Declaration, Articles or Bylaws, changes in assessments that require approval of the Members, and any proposal to remove a Director or an Officer.

Section 4. **Quorum.** The presence at any meeting of Members entitled to cast, or of absentee ballots entitled to cast ten percent (10%) of the votes, shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration or these Bylaws. If the required quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without any further notice other than a posting and an announcement at

the meeting. The required quorum requirements at any subsequent meeting shall be one-half of the required quorum at the immediately preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting.

ARTICLE VI

VOTING RIGHTS

Each Member shall be entitled to such votes as more fully set forth in the Declaration. When more than one person is the Owner of a Unit, all such persons shall be Members, except as otherwise provided in the Condominium Documents. In the event any Unit is owned by two or more persons, said Owners shall designate to the Association, in writing, one of the Owners who shall have the power to vote and, in the absence of such designation, and until such designation is made, it will be presumed for all purposes that the Owner voting is authorized to do so by the remaining Owners of the Unit. In the event more than one ballot is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

Section 1. **Absentee Ballots.**

- (a) Votes by the Members may be cast in Person or by written absentee ballot. Any action taken at an Annual, Special, or regular Meeting shall comply with all of the following if absentee ballots are used:
 - (a.i) the absentee ballot shall set forth each proposed action;
 - (a.ii) the absentee ballot shall provide an opportunity to vote for or against each proposed action;
 - (a.iii) the absentee ballot shall state that it is valid for only one specified election or meeting of the Members (or any valid continuation thereof pursuant to Article V, Section 4 of these Bylaws) and expires automatically after the completion of the election or meeting;
 - (a.iv) the absentee ballot specifies the time and date by which the ballot must be delivered to the Board in order to be counted, which shall be no later than 3:00pm on the date of the meeting; and
 - (a.v) the absentee ballot does not authorize another Person to cast votes on behalf of the Member.
 - (a.vi) the completed ballot and envelope and any related materials shall contain the name, address and either the actual or electronic signature of the person voting.
- (b) Votes cast by absentee ballot or other form of delivery is valid for the purpose of establishing a quorum.

This Section shall be construed consistent with State law, as same may from time to time change, and voting Members may also take action by written consent to the extent permitted by Arizona law.

ARTICLE VII

BOARD OF DIRECTORS; TERM OF OFFICE; NOMINATION; ELECTION

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who must be Members in good standing. (A Member will be deemed in good standing if the Member is current in the payment of all amounts due and owing the Association and is not otherwise in violation of any provision of the Condominium Documents which remains uncorrected for more than fifteen (15) days after notice to cure.)

Section 2. Term of Office. Directors will serve for two year terms unless otherwise provided herein. Notwithstanding the above, in order to achieve staggered terms, where there are more than three vacancies on the Board of Directors at any Annual Meeting of the Members, the three candidates receiving the largest number of votes shall be elected for two year terms and the remaining candidates shall be elected for a one year term. There are no term limits and there is no prohibition against Directors serving multiple and/or consecutive terms.

Section 3. Vacancies. In the event of a vacancy among the Directors through death, resignation, disqualification, removal or other cause, the remaining Directors, by affirmative vote of a majority thereof, may appoint a successor to hold office until the next scheduled Annual Meeting of the Members. So long as there is at least one remaining Director, said Director can appoint successors to fill the vacancies until the next Annual Meeting of the Members. In no event, however, can any other action be taken on behalf of the Association without at least two (2) Directors.

Section 4. Election. Election to the Board shall be by written ballot, or in the event the nominations are merely sufficient to fill the vacancies, by acclamation. 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.

Section 5. Quorum. A majority of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board and the Association. See "Participation in Meetings" in Article VIII, Section 3 below.

Section 6. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any Director so removed is prohibited from being appointed to or seeking nomination to the Board for the remaining balance of the term vacated.

Section 7. Compensation. No Director may receive compensation for any service rendered to the Association which is within the duties as a director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties. A Director may receive compensation for services rendered to the Association which are outside the duties as a Director provided the payment of such compensation is approved by all other Directors.

Section 8. Action Taken Without a Meeting. To the extent not inconsistent with Arizona law, the Board shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Directors. For the purposes hereof "written approval" shall include e-mail communications. Any action so approved shall have the same effect as though taken at a meeting of the Board and shall be recorded at the next scheduled meeting of the Board.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as may be determined from time to time by the Board of Directors. Such meetings shall be held at least once during each fiscal year.

Section 2. **Special Meetings.** Special Meetings of the Board shall be held when called by the President of the Association or by any two Directors, after not less than forty-eight (48) hours notice to each Director and to the Members, unless such notice is waived by all Directors, or an emergency exists.

Section 3. **Participation in Meetings.** One or more Directors may participate in and vote during any Regular or Special Meeting of the Board by telephone conference call, fiber optics, or similar audio or video communication equipment by means of which all persons participating in the meeting can hear each other at the same time. Those Directors so participating shall be deemed present at such meeting.

Section 4. **Notice of Meetings.** Notice of Regular or Special Meetings of the Board shall be given to each Director at least forty eight (48) hours prior to each meeting of the Board and notice to Members of meetings of the Board shall be by any reasonable means as determined by the Board, including posting on a community bulletin board or at the mailboxes. Notice to Members of meetings of the Board is not required if emergency circumstances require action by the Board before any notice can be given. Any notice of a Board meeting shall state 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.

ARTICLE IX

POWERS, DUTIES AND STANDARDS OF THE BOARD OF DIRECTORS

Section 1. **Powers.** In addition to the powers set forth in the Declaration or as otherwise available by law, the Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the General Common Elements, and the conduct of the Owners, Residents, Lessees, invitees and licensees, and to establish penalties for the infraction thereof or the infraction of any provision of the Condominium Documents;
- (b) suspend the voting rights and right to use of the General Common Elements of an Owner, Lessee, Resident, invitee or licensee, during any period in which such Owner shall be in default in the payment of any amounts due and owing to the Association. Such rights may also be suspended for infraction of published rules and regulations or other Condominium Documents;
- (c) exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not specifically reserved to the membership by other provisions of the Condominium Documents;

- (d) 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 without an acceptable excuse, at which time the Board shall appoint a successor for that member of the Board who shall serve as set forth in these Bylaws or at least until the next Annual Meeting;
- (e) employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to proscribe their duties;
- (f) pay all expenses and obligations incurred by the Association in the conduct of its business;
- (g) fix, levy, collect and enforce assessments, late charges and fines;
- (h) manage, control, operate, maintain, repair and improve the General Common Elements for which the Association by rule, regulation, declaration or contract has a right or duty to provide such services;
- (i) enforce covenants, conditions, or restrictions affecting any Property to the extent the Association is authorized to do so under the Condominium Documents;
- (j) engage in activity which may foster, promote and enhance the common interests of all Members of the Association;
- (k) enter into, make, perform or enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in conjunction with any other association, corporation or other entity or agency, public or private;
- (l) delegate such duties of the Officers as set forth in Article X(6) of these Bylaws as the Board deems necessary and prudent.

Section 2. **Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs;
- (b) supervise all Officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) without limiting the Declaration or relieving any Owner of the obligation to pay, to:
 - (i) fix the amount of the Annual Assessment against each Unit at least thirty (30) days in advance of each Annual Assessment period;
 - (ii) enforce collection of Assessments and other amounts which are not paid; and
 - (iii) enforce any violation of the Condominium Documents;

- (d) issue, or to cause an appropriate Officer to issue, within thirty (30) days following receipt of a demand in writing by any qualified person, a statement of the amount of any unpaid Assessment against his/her Unit. A reasonable charge may be made by the Board for the issuance of such statements;
- (e) procure and maintain adequate liability insurance as otherwise required by the Declaration;
- (f) procure and maintain adequate Officer and Director insurance and errors and omissions insurance;
- (g) procure and maintain adequate workman's compensation and employer's liability insurance to the extent necessary to comply with applicable law, if any;
- (h) cause all Officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate;
- (i) ensure the General Common Elements are maintained; and
- (j) maintain deposit accounts in one or more financial institution, ensure that all deposits are insured by the Federal Deposit Insurance Corporation and routinely verify that said institutions are free of supervisory actions by their regulator.

Section 3. **Standards.** A Director or Officer's duties, shall be discharged:

- (a) In good faith,
- (b) With the care an ordinary prudent person in a like position would exercise under similar conditions, and
- (c) In the manner the Director or Officer reasonably believes to be in the best interests of the Association.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The Officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom must be members of the Board. The positions of Secretary and Treasurer may be held by one person.

Section 2. **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 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, shall be removed, or shall otherwise be disqualified to serve. There is no prohibition against Officers serving consecutive and/or multiple terms.

Section 4. **Resignation and Removal.** Any Officer may be removed from office with or without cause by majority vote of 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 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 6. **Duties.** The duties of the Officers are as follows:

President

(1) The President shall preside at all meetings of the Board and of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes; and shall have general charge and control of affairs of the Association, subject to the Board.

Vice President

(2) 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 by the Board.

Secretary

(3) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; effectuate notice of meetings of the Board and the Members; keep appropriate current records showing the Members of the Association, together with their addresses; have charge of all the books of the Association's transactions and correspondence; and perform such other duties as required by the Board. The Board may, at its discretion, assign these duties to the management company.

Treasurer

(4) Subject to Article IX, Section 2(j), the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; may co-sign all checks and promissory notes of the Association and may obtain a second signature of a Board member on all checks and notes; shall keep and maintain adequate books of account and financial records for the Association and shall make such reports to the Board as may be required by the Board; shall perform all acts and things incident to the office of the Treasurer, subject to the control of the Board. The Board may, at its discretion, assign these duties to the management company.

ARTICLE XI

BOOKS AND RECORDS

To the extent permitted by law, the books, records and papers of the Association shall at all times, during reasonable business hours, and by advance appointment, be subject to inspection by any Member. The Condominium Documents shall be available for inspection by any Member at the

principal office of the Association, where copies may be purchased at a reasonable cost pursuant to Arizona law.

ARTICLE XII

INDEMNIFICATION

Subject to the provisions of Arizona statutes, the Declaration and the Articles, the Association shall indemnify any person against expenses, including without limitation attorney fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association in all circumstances in which, and to the extent that, such indemnification is specifically permitted and to the fullest extent provided for by the laws of the State of Arizona as then in effect. Whenever any current or former Director, Officer, employee or agent of the Association shall report to the President or the Board that he/she has incurred or may incur expenses, regardless of whether legal action has been filed, on account of any action or omission alleged to have been committed by him/her while acting within the scope of his/her capacity as a Director, Officer, employee or agent of the Association, or as otherwise set forth above, the Board shall, at its next Regular Meeting or at a Special Meeting held within a reasonable time thereafter, determine whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act or refused to act willfully or with gross negligence or with fraudulent or criminal intent with regard to the matter involved in the action or contemplated action and, if so, the Association shall have the right to refuse indemnification.

The Members, Officers, Directors, employees, and agents of the Association shall not be individually or personally liable for the Association's debts or other liabilities, and the private property of such individuals shall be exempt from any Association debts or liabilities.

ARTICLE XIII

CORPORATE SEAL

The Association may have a seal in a form approved by the Board. Failure to use the seal, however, shall not invalidate any document that would otherwise be valid.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended at a duly called Special Meeting of the Members by a vote of at least sixty-seven percent (67%) of those members present or voting by Absentee Ballot, unless otherwise required by Arizona law.

ARTICLE XV

CONFLICTING DOCUMENTS

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

ARTICLE XVI

SEVERABILITY

If a court of competent jurisdiction finds that any aspect of these Bylaws contravenes Arizona law, it shall not impact the enforceability of the remainder of the Bylaws. In the event that duly enacted laws make any aspect of these Bylaws to be against state law, state law shall supersede these Bylaws. In the event that any law of the United States of America shall supersede Arizona law, it shall also supersede these Bylaws.

ARTICLE XVII

APPLICABLE LAW

These Bylaws shall be construed according to the laws of the State of Arizona.

ARTICLE XIX

CERTIFICATION

Pursuant to A.R.S. § 10-3206, the Board of Scottsdale Marquessa Condominium Association, Inc. certifies that these Bylaws have been adopted pursuant to the Condominium Documents and pursuant to Arizona law at a duly called Special Meeting of the Members by a vote of at least sixty-seven percent (67%) of those members present or voting by Absentee Ballot, and further certify that the foregoing provisions are binding so long as they are not inconsistent with Arizona law, the Declaration or Articles of Incorporation. The Directors further request the President and Secretary of the Association to execute these Bylaws on behalf of the Board.

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF the President of the Association, acting for and on behalf of the Association, has signed this Certification this 30 day of October, 2017

Anita Finch
President

CERTIFICATION

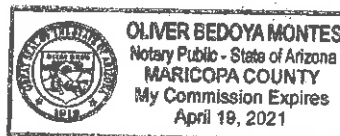
STATE OF ARIZONA)
) ss
County of Maricopa)

On this 30 day of October, 2017 before me, the undersigned Notary Public, personally appeared Anita Finch, the President of Scottsdale Marquessa Condominium Association, an Arizona nonprofit corporation, and acknowledged to me that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing her name as the President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Oliver Bedoya Montes
Notary Public

My Commission Expires:
April 19, 2021



IN WITNESS WHEREOF the Secretary of the Association, acting for and on behalf of the Association, has signed this Certification this 30 day of October, 2017

[Signature]
Secretary

CERTIFICATION

PROVINCE OF ALBERTA, CANADA)
) ss
City of Edmonton)

On this 30th day of October, 2017 before me, the undersigned Notary Public, personally appeared Maureen Liviniuk, the Secretary of Scottsdale Marquessa Condominium Association, an Arizona nonprofit corporation, and acknowledged to me that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing her name as the Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]

Notary Public

David James McNeill, Notary Public
Accu-Search Inc. (780) 424-2340
My Appointment Expires December 31, 2018

My Commission Expires:
31 December, 2018