

THE DOBSON ASSOCIATION, INC.

BYLAWS

Adopted by the Board of Directors of the Association  
July 19, 2018

Effective: July 31, 2018

The Dobson Association, Inc.  
Amended Bylaws  
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## THE DOBSON ASSOCIATION, INC. BYLAWS

### **ARTICLE I NAME AND LOCATION**

The name of the corporation is THE DOBSON ASSOCIATION, INC. hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2719 S Reyes, Mesa, AZ 85202, but meetings of Members and Directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board of Directors (hereafter referred to as Board).

### **ARTICLE II DEFINITIONS**

"Association" shall mean and refer to THE DOBSON ASSOCIATION, INC., its successors and assigns.

"Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

"Bylaws" shall mean the Bylaws of the Association as amended from time to time.

"Corporation" includes any domestic or foreign predecessor entity of a corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions (Common Area and Residential Area) applicable to the Properties recorded in the Office of the Maricopa County Recorder, Phoenix, Arizona.

"Director" means a Member of the Dobson Association Board.

"Executive Director or Community Manager" means Chief Operating Manager of the Association.

"Expenses" include attorney fees and other costs and expenses reasonably related to a proceeding.

"Good Standing" means current with Association assessments plus no outstanding violations of the documents.

"Liability" means the obligation to pay a judgment, settlement, penalty or fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses actually incurred with respect to a proceeding and includes obligations and expenses that have not yet been paid by the indemnified persons but that have been or may be incurred.

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration (also referred to as "homeowner").

"Officer" means a Member of the Dobson Association Board; an individual serving on the Board and elected to an Officer position.

"Official capacity" means if used with respect to a Director, the office of Director in a corporation and, if used with respect to an Officer, the office in a corporation held by the Officer. Official capacity does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

"Proceeding", means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

"Tenants" shall refer to those persons entering into a written lease or rental agreement with an owner for a period not less than thirty (30) days.

### **ARTICLE III PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate their rights of enjoyment of the Common Area and facilities to the members of their family, their tenants or contract purchasers, who reside on the property. Such Member shall notify the Association in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the Member. Tenants shall in all respects be subject to the renter's policy as set by the Board.

### **ARTICLE IV MEETING OF MEMBERS**

#### **4.1 ANNUAL MEETINGS**

The first annual meeting of the Members shall be held on the second Tuesday in April commencing in 1974. Each subsequent regular annual meeting of the Members shall be held on either the second Tuesday in April or a date no later than April 15<sup>th</sup>, at a time and place in Arizona to be determined by the Board.

#### **4.2 SPECIAL MEETINGS**

Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the Members.

#### **4.3 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 hand-delivering or mailing a copy of such notice, postage prepaid, not fewer than ten nor more than fifty days before such meeting to each Member entitled to vote thereat, 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,

Including, such purposes as are required to be set forth and disclosed pursuant to A.R.S. §33-1804. Notice may also be given by any other lawful means. Notwithstanding anything in this Article to the contrary, any special meeting called in connection with the removal of a Director or Directors by the Members shall comply with call and notice provisions of A.R.S. §33-1813(A). The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of an action taken at the meeting.

#### 4.4 WAIVER OF NOTICE

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

#### 4.5 QUORUM

The presence at the meeting of Members entitled to cast, one-tenth (1/10) of the votes of the membership 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 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. Votes cast by absentee ballot or other form of delivery, including the use of e-mail, electronic voting, and fax delivery, are valid for the purpose of establishing a quorum.

#### 4.6 VOTING

Members' voting rights shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by this reference. Each Member may vote as specified in 4.5. Only one (1) ballot per lot shall be cast and validated that the owner is a titleholder. This Article shall be construed consistent with state law, as same may from time to time change, and Members may also take action by written consent to the extent permitted by Arizona law.

#### 4.7 CONDUCT OF MEETINGS

The President, or his or her delegate, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

#### 4.8 MEMBER ACTION WITHOUT A MEETING

Except as provided by law, any action required or permitted to be taken that requires Member approval may be taken without a meeting, by written consent, as evidenced by one or more written consents describing the action taken, signed by Members representing a majority of the voting power of the Membership, as defined by law (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.

Except as provided by law or the Declaration, any vote of the Members may also be taken without a meeting, provided such vote is in compliance with state law.

This Article shall be construed consistently with state law, as same may from time to time change.

## **ARTICLE V BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE**

### **5.1 GOVERNING BODY; COMPOSITION**

The Association's affairs shall be managed by a Board, which shall serve as the Association's corporate policy-making body. Each Director shall have one equal vote. No more than one representative from a particular Lot may serve on the Board at the same time. Any Member who is delinquent in the payment of any assessment or other charge due the Association, or who is otherwise deemed by the Board to be in violation of the Governing Documents, shall not be eligible to serve on the Board.

### **5.2 NUMBER**

The affairs of this Association shall be managed by a Board of nine (9) Directors.

### **5.3 TERM OF OFFICE**

At the first annual meeting of the Members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years, and at each annual meeting thereafter the Members shall elect three Directors for a term of three (3) years. Unless removed pursuant to Article 5, Section 5.4, despite the expiration of a Director's term, a Director shall continue to hold office until the Director's successor is determined per Section 6.5.

### **5.4 REMOVAL**

The Members may remove any Director through the process set forth in Arizona Revised Statutes §33-1813, as may be amended. Removal of less than the majority of Board shall follow section 6.5 Board Vacancies. If a majority of the Board Members or all of the Board are removed, then the Association must elect their replacements at a duly called special meeting of the Members. The special meeting of the Members must be held no later than thirty (30) days from the date of the recall meeting. The Association shall retain all documents and other records relating to the removal and replacement of the member(s) of the Board for at least one (1) year and shall permit Members to inspect those documents and records. Should all Board Members be removed the Executive Director or Community Manager shall continue to operate the day to day business of the Association, independently of Board direction, until a new Board is seated. A member of the Board who is removed is not eligible to serve on the Board again until after the original term has expired.

### **5.5 COMPENSATION**

No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

#### 5.6 ACTION TAKEN WITHOUT A MEETING

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors through Resolution, but only to the extent permitted by law. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Any actions so taken shall be entered into the next meeting minutes.

#### 5.7 QUALIFICATIONS

Each Director: (a) shall be at least eighteen (18) years of age; (b) shall not be a paid employee of the Association; and (c) shall be a Member in Good Standing (if a Member).

#### 5.8 MANDATORY INDEMNIFICATION

Subject to the further provisions hereof, the Corporation shall indemnify any and all of its present or former Directors and Officers against all expenses, including without limitation attorney's fees, litigation expenses, judgments, fines and amounts paid in settlement or compromise of a claim, which may actually and reasonably be incurred, rendered or levied in or by virtue of any legal action brought or threatened against any of them for or on account of any act or omission alleged to have been committed while acting within the scope of their respective duties as Directors and Officers of the Corporation. Whenever any such person shall report to the President of the Corporation or the Board that they have incurred or may incur litigation expenses, the Corporation shall, within a reasonable time thereafter determine whether, in regard to the matter involved, such person acted in good faith and, in the case of conduct cases, that the conduct was not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding had no reasonable cause to believe their conduct was unlawful. Unless prohibited by A.R.S. §10-3851 (D), if the Corporation determines that such person acted in good faith and, in the case of conduct in an official capacity with the Corporation, that the conduct was in its best interests, or, in all other cases, that the conduct was not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding had no reasonable cause to believe their conduct was unlawful with regard to the matter involved, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, that the Corporation shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall not offer the Corporation the opportunity, at its own expense and through counsel of its own choosing, to defend such person in the action, suit or proceeding.

#### 5.9 SCOPE OF INDEMNIFICATION

The indemnification provided in these Bylaws shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested Directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such a person.



## **ARTICLE VI ELECTION OF DIRECTORS**

### **6.1 DECLARATION OF CANDIDACY**

Prior to each election of Directors, the Board shall prescribe the opening and closing dates of a reasonable filing period in which all eligible persons who have an interest in serving as a Director may file as a candidate for such positions. The Board shall establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient, and cost-effective manner.

### **6.2 ELECTION**

Election to the Board shall be by secret written (mailed or hand-delivered) or electronic 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. Cumulative voting is permitted. Individual voting information is kept secret by an independent third party.

### **6.3 WITHDRAWAL**

In the event of the withdrawal of an announced candidate a reasonable attempt shall be made to make proper notification of the situation to the Members through the Association publications or other means deemed reasonable by the Board. Should the withdrawn candidate be included on the ballot, the votes cast for that person will be used for quorum purposes only.

### **6.4 RESIGNATION**

Any Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Any Director may also resign orally at any meeting of the Board. A resignation shall become effective immediately and may not be withdrawn or rescinded except by a vote of a majority of the Board.

### **6.5 BOARD VACANCIES**

In the event of a Board vacancy resulting from a Board Member resignation, removal, or death, the Board may, at its discretion, appoint a Qualified (Section 5.7) Dobson Association Member to fill the unexpired term. Appointment shall be by a majority vote of the Directors at a regularly scheduled meeting of the Association. Any Director vacancies not appointed by the Board shall remain open until being filled at the next April election. A member of the Board who is removed is not eligible to serve on the Board again until after the original term has expired.

## **ARTICLE VII BOARD OF DIRECTORS: MEETINGS**

### **7.1 REGULAR MEETINGS**

Regular meetings of the Board shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

### **7.2 SPECIAL MEETINGS**

Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors.

### 7.3 NOTICE

Notices of Board meetings shall be given in any manner permitted or required by law. All meetings of the Board are open meetings in accordance with state laws with the exception of Executive Sessions.

### 7.4 QUORUM

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A Director may vote only in person or via real-time telecommunications or video conferencing, and not by proxy.

## **ARTICLE VIII BOARD OF DIRECTORS: POWERS AND DUTIES**

### 8.1 POWERS

The Board shall have the power to execute duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those the Governing Documents or Arizona law require to be done and exercised exclusively by the Voting Members or the Membership generally, or for any single new capital project (non-Reserve Fund) expenditures exceeding \$100,000 through calendar year 2025 and \$125,000 thereafter, shall require a majority vote of the meeting membership with one-tenth (1/10) of the votes of the total membership constituting a quorum.

### 8.2 DUTIES

Without limitation, it shall be the duties of the Board to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote.
- (b) Supervise the Executive Director or Community Manager of this Association, and to see that their duties are properly performed.
- (c) Levy and collect assessments from Members as provided in the Declaration levy and collect assessments from Members.
- (d) Issue, or to cause an appropriate Director 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.
- (e) Procure and maintain adequate property, liability, and hazard insurance on property owned by the Association.

(f) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained in accordance with the Declaration.

(h) Provide support to the Architectural Committee and any other committee created by the Board in carrying out its responsibilities.

(i) 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.

(j) Suspend the voting rights and right to use of the recreation 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, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(k) Contract with any party for the performance of various duties and functions as they deem necessary, and to prescribe their duties.

(l) Hire, employ, or dismiss the Executive Director or Community Manager, whether as an independent contractor or as an employee, necessary to perform such services and duties as the Board may direct, including, but without limitation, any of the duties granted to the Board by these Bylaws or any of the duties granted to the Officers of the Association by these Bylaws. The Board shall have the power to delegate any of such duties to the Executive Director or Community Manager subject to such limitations and restrictions upon the exercise of those duties by the Executive Director or Community Manager as the Board may deem necessary and advisable. Notwithstanding the above, compensation increases for all employees, whether salary or bonuses, shall be approved by the Board during an Executive Session.

(m) initiate legal action on behalf of the Association and its Members for the enforcement of any of the covenants, conditions, or restrictions contained in the primary declarations governing the use of Common Areas or residential properties.

(n) may create one or more committees, appoint persons to serve on the committees, and appoint committee chairs. Standing committees' duties and responsibilities are promulgated and defined by committee charters.

## **ARTICLE IX OFFICERS AND THEIR DUTIES**

### **9.1 ENUMERATION OF OFFICERS**

The Officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer and such other Officers that the Board may from time to time by resolution create. Each Officer shall be a member of the Board, be a record homeowner within Dobson Ranch, and be domiciled (full-time) in the home owned by the Board Member.

### **9.2 ELECTION OF OFFICERS**

The election of Board Officers shall take place annually following each year's Association Member meeting, at a time and location determined by the Board, and with notice of said meeting provided in accordance with Section 7.3 of these Bylaws. An Officer shall be allowed to serve a maximum of two consecutive annual terms in the same office. Said election shall take place no later than the end of May annually.

### **9.3 TERM**

The Officers of this Association shall be elected annually by the Board and each shall hold office for one year unless they shall sooner resign or shall be removed, are otherwise disqualified to serve or upon death.

### **9.4 SPECIAL APPOINTMENTS**

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

### **9.5 RESIGNATION AND REMOVAL**

Any Officer may be removed from Officer position with or without cause by a majority of the Board. Any Officer may resign at any time by giving written notice to the Board, the President, the Secretary, or the Executive Director / Community Manager. Any Officer may resign orally at any meeting of the Members or at any meeting of the Board. A resignation shall become effective immediately and may not be withdrawn or rescinded except by a vote of a majority of the Board.

### **9.6 VACANCIES**

A vacancy in any office may be filled by appointment by a majority of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer they replace.

### **9.7 MULTIPLE OFFICES**

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 of this Article.

### **9.8 DUTIES**

To the extent that such duties are not assigned or delegated to the Executive Director or Community Manager, the duties of the Officers are as follows:

(a) President. The President shall be the signatory authority of the Association for items directed by the Board, shall serve as chairperson of the Board of Directors (including setting the agenda and calling meetings), and serve as the spokesperson for the Board on affairs of the Association. The President shall have the authority to directly administer all matters not

expressly delegated or assigned to managing agent(s) or others.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board. The Vice President shall act as the chairperson for purposes of parliamentary procedures when the President has the floor for discussion or while participating in debates.

(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; 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. In the Secretary's absence, any Officer directed by the Board shall perform all duties incident to the office of Secretary.

(d) Treasurer. The Treasurer shall be a voting member of the Budget and Finance Committee. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer reports to the Board at regular Board meetings on the state of the Associations' finances based on this information. The Treasurer shall perform all of the duties of the office and other such duties as may from time to time be assigned by the Board.

#### 9.9 NOMINATION AND VOTING LIMITATION

A member of the Board shall not be permitted to nominate or vote for an employee, business associate, spouse, parent, child, or relative, or any unrelated person resident in their household, in an election of Officers (this shall only apply to the offices of Secretary and Treasurer).

### **ARTICLE X COMMITTEES**

#### 10.1 COMMITTEES

The Board may create committees by resolution and appoint Directors to serve on them. Each committee shall have members as stated in their charter and each member of a committee shall operate in accordance with the terms of such resolution of the Board and is subject to removal by the Board.

#### 10.2 ARCHITECTURAL COMMITTEE VOTE BY PROXY

A majority of the number of Architectural Committee members shall constitute a quorum for the transaction of business at a meeting. Every act or decision done or made by a majority of the committee present at a duly held meeting at which a quorum is present shall be regarded as the act of the Committee. A Committee member may vote in person or by proxy. A Committee member may appoint any other member of the then current Architectural Committee as their proxy to vote or otherwise act for the member by written stipulation denoting the time period for which the proxy is valid.

## **ARTICLE XI BOOKS AND RECORDS**

Pursuant to ARS §33-1805, upon receiving a request to examine records of the Association, the Association shall have ten business days to fulfill a request for examination. Other than records that may be withheld pursuant to ARS §33-1805 (B), the records of the Association shall during reasonable business hours, be subject to inspection by any Member, or person designated by the Member in writing as the Member's representative. 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 for fifteen cents per page. Governing documents are available on the Association website. Access to records shall be in accordance with ARS §33-1805.

## **ARTICLE XII AMENDMENTS**

### **12.1 AMENDMENTS**

Effective July 31, 2018 any Bylaws altered, amended or repealed by the Board at any regular or special meeting of the Board shall subsequently require a majority vote of the meeting membership with one-tenth (1/10) of the votes of the total membership constituting a quorum before becoming effective.

### **12.2 CONFLICTS**

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

## **ARTICLE XIII 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, except that the first fiscal year shall begin on the date of incorporation.

## **ARTICLE XIV MONETARY FINES**

The Board is hereby empowered and authorized to adopt and implement any such monetary fines, after notice and an opportunity to be heard, as are deemed necessary to enforce Board policies and Association governing documents. Such fines may include but are not limited to violations of the Residential Architectural Guidelines; Common Area Guidelines; Residential Covenants, Conditions and Restrictions (CC&Rs); Common Area Covenants, Conditions and Restrictions; and the Renter's Policy.

## **ARTICLE XV PARLIAMENTARY RULES**

The proceedings of all meetings of the Members, of the Board and any committees of the Board may be governed and conducted according to the latest edition of Robert's Manual of Parliamentary Rules, as modified in accordance with the Association Policy Document.

