

BYLAWS
Table of Contents

ARTICLE I	NAME, OFFICE AND SEAL	1
Section 1.	Name	1
Section 2.	Office	1
Section 3.	Seal.....	1
ARTICLE II	PURPOSES.....	1
Section 1.	The specific purposes of the Association shall be:.....	1
ARTICLE III	DEFINITIONS.....	2
Section 1.	“Association”	2
Section 2.	“Owner”	2
Section 3.	“Residential Unit”	2
Section 4.	“Common Area”	2
Section 5.	“Member”	2
Section 6.	“Voter”	2
Section 7.	“Declaration”	3
Section 8.	”Quorum”	3
Section 9.	“Elections”	3
Section 10.	“Issues”	3
ARTICLE IV	MEMBERSHIP.....	3
Section 1.	Members of the Association	3
Section 2.	Responsibility of Members.....	3
Section 3.	Temporary Suspension of Privileges	4
ARTICLE V	BOARD OF DIRECTORS	4
Section 1.	General.....	4
Section 2.	Meetings of the Board of Directors	6
Section 3.	Powers and Duties.....	8
Section 4.	Resolutions of the Board.....	8
Section 5.	Enforcement of Governing Documents	9
ARTICLE VI	OFFICERS.....	12
Section 1.	Officers of the Association	12
Section 2.	Terms	13
Section 3.	Removal	13
Section 4.	Vacancies	13
Section 5.	Bonding.....	13
Section 6.	Duties	13
ARTICLE VII	ETHICS AND INDEMNIFICATION	14
Section 1.	Code of Ethics.....	14
Section 2.	Indemnification	15
ARTICLE VIII	MEETINGS OF THE MEMBERSHIP	15
Section 1.	Annual Meeting of the Membership.....	15
Section 2.	Membership Meetings	16
Section 3.	Special Meetings.....	16
Section 4.	Notice of Meetings.....	16
Section 5.	Voting at Meetings.....	16
Article IX	ANNUAL AND SPECIAL ELECTIONS	17
Section 1.	Annual Election of the Board of Directors	17

Section 2.	Special Elections	18
Section 3.	Types of Elections.....	19
Section 4.	Voting on Amendments or Issues	19
Section 5.	Election Procedures	19
Section 6.	Ballot Counting.....	20
ARTICLE X	COMMITTEES.....	21
Section 1.	Standing Committees	21
Section 2.	Duties and Responsibilities of Standing Committees.....	22
Section 3.	Special Committees	22
Section 4.	Board Sub-Committee/Task Force	23
ARTICLE XI	FINANCIAL	23
Section 1.	Fiscal Year	23
Section 2.	Maintenance Fees and CC&R's (Deed Restrictions).....	23
ARTICLE XII	BOOKS AND RECORDS	24
ARTICLE XIII	PARLIAMETARY AUTHORITY	24
ARTICLE XIV	AMENDMENTS	24
Section 1.	Proposed amendments by the Membership	24
Section 2.	Bylaw and CC&Rs change proposals	25
Section 3.	Voters Notification.....	26
Section 4.	Approval of amendments.....	26
Section 5.	Proposed amendments by the Board of Directors.....	26
Section 6.	Effective date of amendments.....	27
Section 7.	Publication of Revisions	27
ARTICLE XV	SEVERABILITY	27
ARTICLE XVI	GENDER	27
ARTICLE XVII	NO PRECEDENT.....	27
ARTICLE XVIII	TOPICAL HEADINGS	28
ARTICLE XIX	PRIORITY OF GOVERNING DOCUMENTS	28
Section 1.	Document Priority.....	28
Section 2.	Revision Priority	28
Appendix A	TEPOA Hearing Procedures	29

BYLAWS

ARTICLE I NAME, OFFICE AND SEAL

Section 1. Name

The name of this Association shall be "TUCSON ESTATES PROPERTY OWNERS ASSOCIATION, INC."

Section 2. Office

The principal place of business shall be located in the Tucson Estates Subdivision, 5900 West Western Way Circle, Tucson, Arizona 85713, or at any other place within Pima County, Arizona, as designated by the Board of Directors.

Section 3. Seal

The seal of the Association shall be circular in form having within its circumference the name of the corporation, the year it was organized and the word "Arizona".

ARTICLE II PURPOSES

Section 1. The specific purposes of the Association shall be:

- A. To operate as a non-profit corporation under the laws of the State of Arizona,
- B. To improve the social, ecological and property values of the Tucson Estates Subdivision,
- C. To own, buy, sell, lease, rent, manage, repair or otherwise have property, both real and personal, for the use, benefit and mutual enjoyment of the property owners or residents of the Tucson Estates Subdivision,
- D. To collect monthly fees from Members (property owners) necessary to carry out the foregoing purposes, including but not limited to the acquisition of property and improvements to existing property,
- E. To enforce the collection of maintenance fees by any legal means, including liens on real property and improvements to existing property, and also to collect reasonable attorneys' fees and court costs incurred by TEPOA resulting from necessary enforcement action, and
- F. To enforce the terms and conditions of any Declarations, Covenants, Conditions and Restrictions. Said enforcement includes the right to lien real property and improvements to existing property of Owners in violation of the Declarations, Covenants, Conditions and Restrictions resulting from any necessary enforcement action.

ARTICLE III DEFINITIONS

Section 1. “Association”

“Association” shall mean and refer to the TUCSON ESTATES PROPERTY OWNERS ASSOCIATION, INC. (TEPOA), an Arizona non-profit corporation, its successors and assigns.

Section 2. “Owner”

“Owner” shall mean and refer to the recorded owner, whether one or more persons or entities of any lot or portion thereof.

Section 3. “Residential Unit”

“Residential Unit” shall mean and refer to a lot, lots, or a portion thereof situated within the confines of the Tucson Estates.

Section 4. “Common Area”

“Common Area” and “common elements” shall be synonymous and shall mean all property owned or used by the Association for the common use and enjoyment of the members, including but not limited to any referral to premises except land specifically designated as a “lot” on the plat of record and all recorded amendments thereto. The common elements shall also include all recreational facilities, community facilities, swimming pools, golf course, trees, all vegetation, minerals, pavements, streets, pipes, wires, conduits, and any other public or privately authorized utility lines.

Section 5. “Member”

Member shall mean and refer to every person(s) or entity that owns a Lot in Tucson Estates. Voting privileges are restricted to one (1) vote per lot regardless of ownership.

Section 6. “Voter”

The Voter is the one Member per Residential Unit or his/her designated representative that is authorized to vote for that Residential Unit. A designated representative is a person having a Power of Attorney from the Member or Letters of Appointment as a Conservator for the Member or as the Personal Representative of the Member’s estate, from a Court of competent jurisdiction. When more than one individual owns a Residential Unit, all such individuals shall be Members, but only one vote shall be cast in respect to any Residential Unit. If the owners of a Lot cannot agree on how to cast any vote, they will lose their right to vote on the matter in question. If any member casts a vote on a particular matter, it will conclusively be presumed for all purposes that the person casting the vote was acting with the authority and consent of all of the owners of the Lot, unless an objection by any other Owner is made at the time the vote is cast. Proxy voting is not allowed.

If a Residential Unit changes ownership, the new owner is entitled to vote in any election if the TEPOA Office has received a copy of the recorded deed showing ownership, no later than ten (10) days prior to the election.

Section 7. “Declaration”

Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Tucson Estates Subdivision as recorded in the office of the County Recorder of Pima County, Arizona.

Section 8. “Quorum”

Quorum shall mean the minimal number of Members present necessary to conduct business. At the annual or a special membership meeting that number shall be at least ten (10) percent of the Voters. At a special meeting of the Association called by a petition to consider removal of one or more Directors, a quorum shall be the number of Votes that represent at least twenty (20) percent of the Residential Units.

Section 9. “Elections”

Elections shall mean and refer to the Annual and/or Special Elections only. All Elections, as defined herein, shall be conducted and supervised by an independent vendor or an Elections Committee.

Section 10. “Issues”

Issues shall be defined as anything that is placed on the ballot that is not amending a governing document.

ARTICLE IV MEMBERSHIP

Section 1. Members of the Association

- A. Individuals, as defined in Article III, Section 5, are automatically and irrevocably Members of the Tucson Estates Property Owners Association, Inc.
- B. Membership will be appurtenant to and may not be separated from ownership of any Residential Unit that is subject to the maintenance fees of the Association.
- C. Membership privileges, including the right to vote, serve as a director or officer, or use the Common Area, shall be limited to those Members who are in good standing. A Member in “good standing” is one who is not in default of payment of monthly maintenance fees or any other assessments that have been levied by the Association. A Member’s right to use the Common Area may be delegated to his renter, in which case the Member may not use the Common Area. The Member must return his/her Property Owner’s photo identification card to the TEPOA office prior to the renter being issued a photo identification card.

Section 2. Responsibility of Members

- A. The act of becoming the Owner(s) of a Residential Unit subject to the Declaration of Covenants, Conditions and Restrictions shall be construed as evidence that said Owner(s) does acknowledge, consent and pledge to support the enforcement of said Covenants, Conditions and Restrictions, and in consequence thereof, to personally abide by the terms and conditions set forth therein.
 - (1) Neither the failure of a seller of a Residential Unit, whether by Owner in

person or by an agent of such Owner, to fully acquaint a successor-in-ownership with the existence of, and the conditions set forth in the Declaration applicable to said property; nor

- (2) The pretense of ignorance of said successor regarding the existence of said Declaration shall constitute a valid exemption, or release, or avenue of escape from application and enforcement of said Declaration by the Tucson Estates Property Owners Association, Inc.
 - (3) Furthermore, each Owner(s) does acknowledge, consent and agree to the assessment of a lien on their property for the full amount of any costs or fees, including legal costs and fees, incurred by the Association in enforcing said Covenants, Conditions and Restrictions.
 - (4) Each Owner shall ensure his/her property is only occupied by persons meeting the requirements of Section 3.1 of the CC&Rs. Further, for the purpose of defining "residing permanently," as set forth in Section 3.1 of the CC&Rs: anyone living in a Residential Unit for an aggregate period of one hundred and twenty (120) days during each annual period from July 1 through June 30 shall be considered to be "residing permanently."
- B. Members shall keep the office of the Association informed of their current mailing address.
- C. The Members shall have the sole responsibility of the right to transfer the rights and obligations of the Association. Such transfer shall be approved by a two-thirds (2/3) vote of the Board of Directors and a majority vote of the Owners at an Election called specifically for that purpose.

Section 3. Temporary Suspension of Privileges

- A. The use of the recreational facilities is available only to Members in good standing. Privileges to use the recreational facilities may be suspended by the Board of Directors or its designee, and if suspended, shall remain suspended until such fees or assessment has been paid by the Member.
- B. Membership privileges may also be suspended after notice and hearings for a period not to exceed sixty (60) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas.
- C. Assessments for damages to the Common Areas caused by a Member, guest or occupant of a Member's residence that is in default or dispute shall be grounds for Temporary Suspension of Privileges. This includes the right to use recreational facilities and voting privileges. Such suspension shall remain in force until the assessment for damages has been paid in full. Non-payment of assessed damages that have not been paid within sixty (60) days shall be grounds for enforcement of collection as stated in Article II, Section 1, Paragraph E.

ARTICLE V BOARD OF DIRECTORS

Section 1. General

- A. The business of the Association shall be managed by a Board of Directors, subject

to the Bylaws of the Association and such mandates as may be expressed at the annual meeting of the Members or any special meeting of the Members.

(1) Number

The Board of Directors shall consist of eleven (11) members who shall be elected from the membership of the Association, all of whom must be Members in good standing, as defined in Article IV, Section 1 C. Co-owners of Lots shall not be entitled to serve on the Board of Directors at the same time. All Directors shall have all of the rights, remedies, privileges and authority accorded to Directors of the Association by the Declaration, the Articles of Incorporation, these Bylaws and applicable law.

(2) Term of Office

The term of office shall be for three (3) years and begin following swearing in at the Annual Meeting of the Membership.

(3) Compensation

Board members shall receive no compensation for their services and shall be prohibited from working for the Association in any paid capacity during their office term.

B. Resignation Procedures

(1) Any Director may resign at any time by giving notice of his/her resignation to the Board of Directors. Any resignation becomes effective at the time specified in the notice. If the time is not stated in the notice, it shall take effect immediately upon its receipt by the President or the Secretary. Unless otherwise specified in the notice, the acceptance of such resignation is not necessary to make it effective.

(2) A majority of the remaining Directors, even if the remaining Directors do not constitute a quorum, shall appoint a member to fill the vacancy.

(3) When one (1) or more Director(s) resigns from the Board, effective at some date in the future, a majority of the Directors, including those who have submitted their resignation, may vote to fill the vacancy.

(4) The member appointed to fill a vacancy shall hold office until the next election of Directors at which time a successor shall be elected. If the term of the vacating Director has yet to expire, the election of the successor shall be for the unexpired term.

C. Removal of Director(s) By the Board.

(1) Any Board member absent three (3) consecutive regular meetings without valid reason may be deemed to have vacated that office by vote of a majority of the Board at any regular or special meeting called for that purpose.

(2) Any Board member who is not in "good standing" for (3) consecutive regular meetings may be deemed to have vacated that office by vote of a

majority of the Board at any regular or special meeting called for that purpose.

- (3) A removed Director's position shall be filled in accordance with Article V, Section 1, B, (2) above.

D. Removal of Director(s) By Membership.

- (1) Within 30 days of receipt by the Board of a petition for removal of one or more directors, signed by the number of Voters in good standing that represent at least ten (10) percent of the Residential Units, the President of the Board will call a special meeting of the Association. Notice will be provided to the members per Article VIII, Section 4.
- (2) A Director cannot be petitioned for removal more than once during his or her term of office.
- (3) At a special meeting of the Association at which there is a Quorum, duly called by a petition, any one or more of the Directors so petitioned for removal may be removed with or without cause by a majority of the eligible Voters at the meeting. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- (4) At any duly convened special meeting of the membership at which any Director is removed, a successor shall then and there be elected by the Voters to fill the vacancy thus created for the remainder of the unexpired term.

Section 2. Meetings of the Board of Directors

A. Regular Meetings

The Board of Directors shall meet the second Tuesday of each month, and notice shall be publicized.

B. Post-Election Meeting

A meeting of the Board Members newly elected and existing shall be held no later than ten (10) days after the Annual Election for the purpose of electing officers.

C. Special Meetings of the Board of Directors

- (1) A special meeting of the Board may be called by the President or at the request of any three (3) Directors.
- (2) Notice of a special meeting, together with the items of business to be acted upon, shall be given by personal notice or by mail, facsimile, or any other form of recorded communication, by telephone, or delivered personally not later than three (3) business days prior to the scheduled time of the meeting.
- (3) A written waiver of notice, whether given before or after the meeting to which it relates, shall be the equivalent of giving notice to the Directors who sign the waiver. Attendance of a Director at a special meeting of the Board shall constitute a waiver of notice of such meeting, except when he/she attends the meeting for the express purpose of objecting to the

D. Emergency Meetings of the Board of Directors

- (1) As provided for in the Arizona Revised Statutes 33-1804 paragraph C, the board may hold an emergency meeting without notice to the members in emergency circumstances requiring action by the board before notice can be given.
- (2) An Emergency Meeting of the Board of Directors may be called by the President, Vice President, Treasurer or Secretary when a condition exists such that, without immediate Board action, the Association will not be able to continue to operate without major physical or financial consequences, or when a service(s) to Members will need to be curtailed due to equipment failure or a similar situation.
- (3) An attempt to contact Board Members by phone, E-mail or personal contact will be made at least three (3) times in a period of not less than four (4) hours prior to conducting the meeting. Such notice shall state the subject, time and place of the meeting. The failure of any member to receive actual notice of a meeting does not affect the validity of any action taken at that meeting.

E. Quorum of the Board of Directors

- (1) A majority of the Directors shall constitute a Quorum for the transaction of business.
- (2) A member must be present to vote on any and all transactions of business. Telephone conferencing will be considered as a member physically present.
- (3) Proxy votes will be allowed when teleconferencing is not possible.
- (4) No one Board Member may vote more than one proxy at any meeting.

F. Executive Committee

If a Quorum of the Board cannot be assembled per paragraph D above, the Executive Committee, comprised of the elected officers of the Board of Directors, shall have full power and responsibility between Board of Director Meetings. Any action of this committee is subject to ratification by a quorum of the Board of Directors at the next Board Meeting.

G. Order of Business

- (1) Call to Order.
- (2) Certification of due calling of the meeting.
- (3) Roll call of the Board to determine if a Quorum is present.
- (4) Approval of minutes of previous meeting or meetings.
- (5) Report of General Manager.
- (6) Unfinished business.

- (7) New business.
- (8) Call to the Members.
- (9) Adjournment.

Section 3. Powers and Duties

- A. The Board of Directors shall have the power to:
 - (1) Adopt and publish rules and regulations governing the use of the Common Areas and facilities and establish penalties for the infraction thereof.
 - (2) 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, and
 - (3) Temporary suspension of privileges to use the recreational facilities pursuant to Article IV, Section 3, Par. A; and
 - (4) Employ a Manager, an independent contractor, or such employees as they deem necessary and to prescribe their duties.
- B. The Board of Directors shall have the duty to:
 - (1) 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, and
 - (2) Adopt an annual budget, and
 - (3) Supervise all officers, agents and the General Manager of the Association, and to see that their duties are properly performed, and
 - (4) Establish and collect the monthly maintenance fees on the basis described and on the authority provided in the Declaration, and
 - (5) Procure and maintain adequate liability and hazard insurance on property owned by the Association, and
 - (6) Cause the Common Areas to be maintained, including the aesthetic improvement of the Tucson Estates Subdivision and surrounding areas, such as the entrance, pools, picnic area, recreation hall, golf course, clubhouse, streets, arroyos and any other facilities, including future additions or improvements.
- C. The Board of Directors, as provided for in the Articles of Incorporation, shall have the power to change the Bylaws. See ARTICLE XIV for procedures.
- D. The Board of Directors may by majority vote place proposed changes to the Bylaws and/or the Covenants, Conditions and Restrictions on the ballot for the annual Election or schedule a special election using mail in ballots.

Section 4. Resolutions of the Board

From time to time, the Board shall adopt Resolutions regarding issues that have a

significant impact on the Association. A Resolution shall set forth the action to be taken as well as the reasons for or the intent of the action. The Association Staff shall maintain all Resolutions in a perpetual file.

- A. The Board of Directors may enact a Resolution by majority vote of the Board.
- B. The Voters may enact a Resolution at any Annual or Special Meeting or at an Annual Election or a Special Election by majority vote. Any Resolution to be considered by the Voters needs to be distributed to all Association Members with the Notice of the Meeting.

Section 5. Enforcement of Governing Documents

The Board of Directors is responsible for enforcement of the Governing Documents of Tucson Estates.

- A. Reports of violations of Section 3, relating to age restrictions of the CC&R's will be enforced using the following procedures.
 - (1) If a TEPOA resident believes that another TEPOA resident is in violation of the community's age restriction, then in order to initiate an investigation into the matter, the complainant must complete a written form provided by TEPOA, which includes the name and address of the alleged violator, and a brief statement of facts substantiating the violation. A complaint must be in writing and signed, though the complainant may request that his/her identity remain anonymous. A TEPOA staff member may also initiate a complaint.
 - (2) Upon receipt of a written complaint, a TEPOA staff member will review the complaint and determine if there is any reason to believe that the complaint is made in bad faith, or that the alleged violator is either:
 - (a) An Execution Date Plaintiff-Occupant or
 - (b) An Execution Date Family Member under the Settlement Agreement.
 - (3) The TEPOA staff member will then forward the findings to the General Manager of TEPOA or his/her designee. The General Manager may seek the assistance of the Association's attorney or other investigative agency in order to verify the age of the alleged violator.
 - (4) The General Manager or his/her designee will discuss the complaint at an executive session of the TEPOA Board of Directors. Upon a majority vote of the Board of Directors, the General Manager will send the alleged violator a letter explaining that it is the Board's belief that s/he is in violation of the community's age restriction, and that s/he may be asked to vacate the premises if s/he is in violation of the age-restriction. The letter will also contain an affidavit for the resident to complete, sign before a notary public, and return to the General Manager within 30 days.
 - (5) If the alleged violator does not respond to the letter and/or return the affidavit within 30 days, a second letter will be sent to the alleged violator, by certified mail, that:

- (a) S/he is believed to be in violation of TEPOA's age restriction;
 - (b) S/he may be subjected to legal action if the enclosed completed affidavit is not returned within 14 days to the General Manager;
 - (c) S/he may be forcibly evicted if found to be in violation of TEPOA's age restriction;
 - (d) S/he may be ordered by a court of law to pay court costs and attorney fees incurred by TEPOA if TEPOA is forced to file suit against the resident.
- (6) If the resident again does not respond within 14 days of receipt of the certified letter, a third letter will be sent by certified mail to the alleged violator, notifying him/her of a hearing with the Board of Directors that s/he must attend, and advising that if s/he does not attend the hearing, a lawsuit seeking his/her eviction will be filed immediately thereafter. The letter will also explain that the alleged violator will be responsible for any and all attorney fees and costs if s/he is found to be in violation of the age restriction.
- (7) Final determination of TEPOA's action will be made by vote of the Board of Directors.
- B. Reports of violations of Section 8, Use of Lots, of the CC&R's will be enforced using the following procedures except for certain violations of CC&Rs Section 8.15, Use of Lots, as they relate to control of weeds:
- 1. A first notice letter will be sent by regular postal mail to the Owner noting the violation and providing a 30 day period to correct it. This letter will include notification to the Owner of the individual who has observed the violation and any other information or rights the Owner has under the current Arizona Revised Statutes.
 - 2. If the violation is not corrected by the end of the 30 day period a second notice letter will be sent by regular postal mail to the Owner noting the violation, requesting it be corrected and informing the Owner that the Association has the right to impose a fine if the violation is not corrected.
 - 3. Not less than 15 days after the second notice, if the violation is not corrected a notice of Call To Hearing and a schedule for the hearing will be sent to the Owner by certified letter.
 - 4. A Hearing, per paragraph C of this Section, will be held to determine what action is appropriate.
 - 5. The Owner may appeal in writing the findings of the Hearing Panel to the full Board of Directors per paragraph D of this Section.
 - 6. When a pattern of repeat violations exists, the following special procedure may be invoked.
 - (a) Staff will present to the Hearing Panel documentation of a repeat pattern of violations of Section 8, Use of Lots, of the CC&R's

- (b) If the Hearing Panel finds that a repeat pattern exists, it may rule that any future violations of this section, within the next twelve (12) months, may be considered a continuation of the previous violations. The violator will be given a minimum of a ten (10) days notice to appear at a special hearing to show that the violation has been corrected or the special Hearing Panel may immediately implement fines.
 - 7. The alleged violator may request an accelerated hearing. The alleged violator must waive, in writing, his/her rights to the above hearing process. The Owner will then be allowed to have the alleged violation heard by the next available Hearing Panel.
- C. Special procedure for reports of weed violations of Section 8.15, Use of Lots, of the CC&Rs will be enforced using the following procedures:
- 1. Not less than two weeks after a rain, designated members of the Architectural and Building Committee (A&B Committee) will begin inspecting all residential lots in TEPOA following the criteria established in the A&B Committee Manual.
 - 2. When new growth (i.e., green) is noticed on a lot, the address of the lot and location of weeds will be listed on the ride sheet for a re-inspection approximately two (2) weeks later. No weed notice will be generated.
 - 3. On the re-inspection, if it is obvious that the owner is taking corrective active (for example, the weeds have been sprayed and are dying or dead) another note to follow up for complete removal will be made and no weed notice will be generated. If, however, the weeds are still growing (i.e., green) an official weed notice will be generated.
 - 4. The “First Notice” will be sent to the owner by First Class Mail with an appropriate message alerting the Property Owner of potential weed violation. The notice will inform the Property Owner that he/she has three weeks to correct the violation, or official action will be initiated.
 - 5. If the weeds are not removed within the specified time frame, and a re-inspection of the property indicates that the problem still exists, a “Second Notice” will be sent as an official letter which will specify that the Property Owner has **fifteen business days** from the postmark date of this letter to remove the weeds or to contact TEPOA to contest this notice. A copy of a document which explains the Tucson Estates violation process, which the homeowner may use to contest this notice and request a hearing by the Board, will be included with the letter. The letter will further state that if the weeds are not removed and/or the homeowner does not contest the proposed action in writing, the provisions of Section 8.15.3 of the CC&Rs will be enforced. The letter will contain a verbatim quote of Paragraph 8.15.3 of the CC&Rs, and notify the owner he/she will be charged for removal of the weeds and an administrative fee. The “Second Notice” letter will be sent by First Class Mail and Certified Mail, Return Receipt Requested.

Section 2. Terms

Officers shall serve for a one (1) year term or until their successors have been duly elected or appointed.

Section 3. Removal

Any officer elected or appointed with the approval of the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served.

Section 4. Vacancies

Any vacancy in an officer position may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Bonding

Bonds may be required by the Board in such amounts as they shall fix from time to time, for such officers, agents or employees of the Association, as they deem advisable. Costs of such bonds shall be borne by the Association.

Section 6. Duties

A. The President shall:

- (1) Preside at all meetings of the Membership and of the Board.
- (2) Appoint all committee chairpersons, unless otherwise provided for in these Bylaws, with the approval of the Board.
- (3) Make an annual report to the Members on behalf of the Board.
- (4) Sign all contracts and evidences of indebtedness in the name of the Association with the approval of the Board.
- (5) Perform such other duties as may pertain to the office.

B. The Vice President shall:

- (1) Preside at meetings in the absence of the President.
- (2) Perform the duties of the President, at the request of the President, or in the case of his/her absence or inability to act, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the office of President.

C. The Secretary shall:

- (1) Preside at meetings in the absence of the President and Vice President.
- (2) Record and maintain the proceedings of all meetings of the Members and the Board.
- (3) Preserve all important papers and documents of the Association.
- (4) Conduct the correspondence of the Association other than appropriately handled by other officers.

- (5) Have charge of the Corporate Seal.
 - (6) Sign, countersign, or attest such instruments as may be required by virtue of the office.
 - (7) Maintain an official roster of the Members showing their names, addresses, lot numbers, telephone numbers and alternate addresses.
 - (8) Ensure that each member of the Board of Directors and all Committees have executed the Code of Ethics per ARTICLE VII, Section 1.
 - (9) Cause the Official Ballots for all Elections to be prepared and approve them.
 - (10) Perform such other duties as the Board may assign to the office.
- D. The Treasurer shall be responsible for:
- (1) Maintaining adequate records of all monies received or disbursed by the Association.
 - (2) Making the financial report at the Board meetings and General meetings.
 - (3) Assisting the Board in preparing the budget.
 - (4) Making recommendations for the improvement in accounting and financial procedures.
 - (5) Submitting an annual financial report of the corporate year to the Members at the annual meeting.
 - (6) Submitting the annual IRS reports and any State or Federal reports, as required.
 - (7) Submitting all financial records necessary for independent review.
 - (8) Conduct an in house cash audit upon assuming his/her duties.
 - (9) Performing such other duties as the Board may assign.

ARTICLE VII ETHICS AND INDEMNIFICATION

Section 1. Code of Ethics

Code of Ethics shall mean the following pledge that shall be undertaken in writing by all persons who are elected or appointed to the Board of Directors or any of the Standing Committees.

"I agree that I will not be exempt from any CC&Rs or rules established by the Association.

I will not take any independent action as a Board or Committee Member, but will participate in the process of acting as a Board or Committee Member. However, this will not be construed to infringe on any Member's rights to take independent action when not acting as a Board or Committee Member.

As a Board/Committee Member, I will endeavor to help make decisions that will be in the interest and betterment of the entire community. I will endeavor to work in harmony with all other Board/Committee Members. I will keep the confidence of the Association,

the Board and the Committee. I will not say or do anything that will cause the Association loss.

I understand that the General Manager administers the Board's directives and is responsible to see that employees of the Association effectively go about their duties. I will consciously avoid giving any employees direction, but rather will discuss the matter with the General Manager who will then direct the employee(s). I understand that my participation on the Board or Standing Committee will require me to sign this CODE OF ETHICS and adhere to its provisions."

Section 2. Indemnification

To the fullest extent permitted under Arizona law, the Association shall indemnify any Officers and Directors against all expenses incurred by them, including but not limited to legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any of them arising from any action or omission alleged to have been committed while acting within the scope of authority as an Officer or Director of the Association. Whenever any Officer or Director seeks indemnification from the Association, the Board of Directors shall, at its next regular or at any special meeting held within a reasonable time after the request is made, determine in good faith whether that person acted, failed to act, or acted willfully, with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that the person did not act willfully or with gross negligence or with fraudulent or criminal intent, then it shall indemnify that person; provided, however, that the Association has the right to refuse to indemnify any person to whom indemnification would otherwise be provided if that person unreasonably refuses to permit the Association, at its own expense and through counsel of its own choosing, to defend him/her in the action.

ARTICLE VIII MEETINGS OF THE MEMBERSHIP

Section 1. Annual Meeting of the Membership

A. Date

The annual meeting of the Membership of the Association shall be held on the third Tuesday in December.

B. Place

The place of the annual meeting shall be determined by the Board of Directors.

C. Purpose

The purpose of the annual meeting shall be to:

- (1) Receive the annual report of the President.
- (2) Receive the annual financial report of the corporate year and the report, if any, of the independent CPA.
- (3) Install the members of the Board of Directors.
- (4) Transact such other business as is listed in the Notice of the Annual Meeting.

Section 2. Membership Meetings

During November, January, February and March regular informational meetings of the Membership will be held the third Tuesday of the month, or the same day as Board of Directors Meeting. At its discretion, the Board may schedule informational meetings of the Membership for other months.

Section 3. Special Meetings

- A. Special meetings of the Members may be called upon resolution of the Board of Directors.
- B. Special meetings of the Members must be called by the President upon a written request of at least ten (10) percent of the Voters, as soon as permitted by the notification time requirements, per Section 4 below. Such request must be by petition. Each page of the petition must clearly state the purpose of the requested meeting, and contain the printed name, signed name, street address and lot number of each petitioner.
- C. The Board of Directors shall be in session at any Meeting of the Members.
- D. The Board of Directors, after determining a Quorum of Voters is present and taking testimony from the Voters, may take action at the special meeting by:
 - (1) Taking a vote of the Voters present,
 - (2) Or scheduling a Special Election,
 - (3) Or taking other action as a Board.
- E. If a vote is taken of the Voters present, the action dictated by the vote will take effect immediately unless a later date is specified.
- F. The business conducted at the special meeting shall be limited to that stated in the notice.

Section 4. Notice of Meetings

Notices of meetings of the Membership shall be posted and publicized at least ten (10) but not more than fifty (50) days in advance. 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. For a special meeting of the Membership the notice shall be posted and delivered by hand (by placing in the canister attached to each resident's mailbox) or in the case of residents that have notified the Association they are absent from the community by prepaid first class mail addressed to their absentee address.

Section 5. Voting at Meetings

- A. When more than one individual owns a unit, all such individuals shall be Members, but only one vote shall be cast in respect to any Residential Unit. That individual shall be the Voter as defined in ARTICLE III, Section 6.
- B. Eligibility to vote shall be certified according to the Membership roster maintained by the Association.

- C. Only Members with paid monthly maintenance fees or assessments through the prior month will be eligible to vote in Elections.

Article IX ANNUAL AND SPECIAL ELECTIONS

Section 1. Annual Election of the Board of Directors

- A. The annual election of the Board of Directors shall be held the first Tuesday in December at a time and location as specified by the Board of Directors.
- B. A Nominating Committee of five (5) Members shall be appointed by the President, subject to the approval of the Board, on or before the March Board meeting. The committee shall include at least three (3) Members who are not members of the Board, one of whom will serve as the chairperson.
 - (1) The Nominating Committee will disseminate information starting in April by means of the Association Report and website.
 - (2) The Nominating Committee will provide a slate of candidates to be submitted to the Board President approximately September 1. Any Member in “good standing” desiring to be placed on the ballot may present his/her name on the prescribed form to the Nominating Committee for presentation to the Board.
 - (3) The Nominating Committee will make arrangements for the “Meet the Candidates” night in November.
- C. An Election Committee of a minimum of eight (8) Members shall be appointed by the President subject to the approval of the Board. The committee shall include at least six (6) Members who are not members of the Board, one of whom will serve as the Chairperson. The Secretary of the Board will serve as Liaison, unless a conflict of interest occurs at which time the Board of Directors’ President will appoint a substitute, and be a Board member on the committee. The appointments shall be made approximately 5 months preceding the Election. The committee will have the following duties:
 - (1) The Election Committee will disseminate information starting in September by means of the Association Report and website. It will also encourage community participation in the election process.
 - (2) The Election Committee may supervise the Election or obtain bids from outside vendors to conduct and supervise the Election. Any bids, along with the committee’s recommendations, will be presented to the Board of Directors for action at the September Board meeting.
 - (3) The Election Committee, along with the Association Staff, will prepare the Voter Information Pamphlet, the Sample Ballot, and the Official Ballot. A candidate’s name on the ballot will be as desired by the candidate. The order of names on the ballot will be decided by a drawing. The Secretary shall have the final authority on the approval of the Official Ballot that shall contain only the list of Candidates and/or proposed Amendments to Bylaws and/or CC&Rs.

- D. In September, at its regular monthly meeting or a special meeting, the Board of Directors shall:
- (1) Certify the slate of candidates provided by the Nominating Committee.
 - (2) Certify that the correct processes have been used by the Nominating Committee.
- E. The voting shall be by ballot with plurality vote determining the election.
- (1) The three (3) or four (4) nominees, as prescribed by the Board of Directors to maintain a Board of 11 members, receiving the highest number of votes shall serve for three (3) years.
 - (2) To fill any other vacancies, the Board will prescribe terms of less than three years for some of the newly-elected Directors so that staggered terms will be maintained. The nominees receiving the most votes will receive the longest terms.
 - (3) In the event of a tie, the winner will be determined by a toss of the coin.
 - (4) If a Director fails to assume his/her position because of death, disability or declination prior to the beginning of the term to which he/she was elected, then the person who received the next highest number of votes shall succeed to that position. If there were no unelected candidates, the other Directors shall fill the vacancy in accordance with Article V, Section 1, B, (2).
 - (5) If the number of candidates for open Director's positions is equal to or less than the number of openings, no election will be held unless any of the terms are not of equal length and an election is necessary to determine who receives the shorter term(s). The Board will declare the Candidates elected by acclamation. Any unfilled positions will be filled per Article V, Section 1, B, (2).

Section 2. Special Elections

- A. A special election may be called by the Board of Directors.
- (1) The Board of Directors will set the date of the election.
 - (2) The Board of Directors will specify the type of election (refer to Section 3 below).
- B. A special election may be used for, but not limited to, voting on Bylaw changes, Covenants, Conditions and Restrictions changes, or removal of a member(s) of the Board of Directors.
- C. The Board of Directors will appoint an Election Committee as specified in Article IX, Section 1, C except:
- (1) The committee appointment shall be made approximately 2 months preceding the Election.

- (2) The Election Committee will not have to perform the duties specified in Article IX, Section 1, C, (1).

Section 3. Types of Elections

- A. Elections by Tucson Estates Property Owners Association, Inc. will be either:
 - (1) An election at the designated polling place with absentee ballots available (Polling Place Election), or
 - (2) An election using mail-in ballots which could either be returned by mail or in person.
 - (a) TEPOA will mail a ballot to every Owner at the address on record.
 - (b) The Member may return the ballot either by mail or in person.
- B. The type of election shall be specified by the Board of Directors.

Section 4. Voting on Amendments or Issues

- A. Proposed changes by the Amendment process as prescribed in Article XIV may be included with the Annual Election of Directors or at Special Elections set by the Board of Directors.
- B. The voting will be by ballot with the requirements of Article XIV, Section 5 governing passage.
- C. At least one month before ballots are to be printed the Board shall certify that the correct processes have been used by the Governance Committee and sponsor(s) for any proposed changes to the Bylaws and/or Covenants, Conditions and Restrictions.
- D. No other issue will be included on the ballot for election of Board of Directors. Any other issues or proposals will be on a separate page. Do not use both the front and the back.

Section 5. Election Procedures

- A. The Board of Directors will specify which election type shall be used and designate the polling place if applicable.
- B. Absentee Ballots and Mail-in Ballots.
 - (1) Absentee Ballots must meet the requirements specified by ARS 33-1812. Mail-in Ballots must meet the requirements specified by ARS 10-3708.
 - (2) An Absentee Ballot may be requested in writing from the office.
 - (3) The TEPOA office will supply the official Absentee or Mail-in Ballot which will consist of:

- a. A ballot envelope clearly marked “Place voted Ballot in this envelope and seal.”
- b. A certification envelope clearly marked with the word “Ballot” and with the following instructions:
 - (i) Print name
 - (ii) Sign name, lot number and date voted
 - (iii) Place sealed, voted Ballot envelope in this certification envelope
 - (iv) Mail preaddressed certification envelope
- c. The Ballot.
 - (4) The Absentee or Mail-in Ballot must be sealed in the ballot envelope which is then sealed in the certification envelope. The certification envelope will be preaddressed to: “Board of Directors, Tucson Estates Property Owners Association, Inc., 5900 W. Western Way Circle, Tucson, AZ 85713.
 - (5) To be counted, the TEPOA office must receive the Absentee or Mail-in Ballot prior to the closing of the office at 4:30 p.m. on Election Day.
 - (6) When received, the sealed certification envelope will be placed in a locked secure box.

Section 6. Ballot Counting

A. Absentee and Mail-in Ballots

- (1) The day before the election (if a holiday, the previous work day), the Election Committee, as the delegate of the Board of Directors, will:
 - a. Remove the sealed certification envelopes from the secure box,
 - b. Verify voter eligibility,
 - c. Mark the voter register that the member has voted,
 - d. Remove the sealed ballot envelope from the certification envelope, and place the sealed ballot envelope in another locked secure box.
- (2) Certification envelopes received on Election Day will be processed in the same manner.
- (3) On Election Day, the Election Committee will remove the ballot envelopes from the secure box, remove the ballots from the ballot envelopes and cause them to be counted.

B. Ballot Tabulation

- (1) At closing of the polls, the Election Committee Chairperson and Board Liaison will determine the start time for counting. At the time counting starts the locked ballot box will be opened and the ballots divided in approximately equal stacks according to the number of counters. There

will be a minimum of 6 members of the Election Committee to count the ballots. Each ballot will be counted by two members of the Election Committee. A member will count approximately half the ballots in each stack of ballots. The members of the Election Committee will then exchange ballots and count them again. If the counts agree, that will become the final count. If there is a disparity in the ballot counts between the two members, then two additional members of the committee will count the ballots where the disparity exists. If they agree with either of the two original counts, that will become the final count. If they do not agree, the counting will start again. The final results of all counts will then be delivered to the Election Committee Chairperson and the Board Liaison.

- (2) The validity of questionable or spoiled ballots will be determined by the Election Committee Chairperson and the Board Liaison. If they cannot agree, at least one additional, pre-designated member of the Election Committee will review the ballot to make a final determination. A spoiled ballot for election of Board members will not invalidate the voting on other ballot issues or conversely a spoiled ballot on an issue will not affect the voting for Board members.
- (3) If the count difference between two or more candidates or proposals is less than two (2) percent and would change the results of the election, there will be a single verifying count. If it does not match the previous two counts, counting will continue until three matching counts are achieved.
- (4) A candidate may designate a representative to observe the ballot counting. If a designation is made, the candidate will notify the Election Committee Chairperson in writing prior to the election of their designation.
- (5) If there are proposals on the ballot the President shall appoint one (1) TEPOA Member for the proposal and one (1) TEPOA member against the proposal to observe the actual count of votes.

C. Retention of Ballots

All ballots will be retained per the TEPOA Corporation Retention Policy.

ARTICLE X COMMITTEES

Section 1. Standing Committees

A. Composition

- (1) Committees shall be composed of three or more Members.
- (2) The committee shall have a chairperson, who is not a Member of the Board of Directors, appointed by the President subject to the approval of the Board of Directors.
- (3) The committee members shall be appointed by the chairperson of each committee from volunteers other than a current Board Member who have expressed interest and knowledge in the committee activities. Committee members shall be Tucson Estates Property Owners Association Members

in good standing and will serve for a period of one year or until their successors have been appointed.

- (4) The Committee Chairperson will submit a list of committee members to the Board of Directors.

B. Standing Committees are:

- (1) Architectural and Building Committee
- (2) Community Action Committee
- (3) Crime Watch Committee
- (4) Finance Committee
- (5) Golf Course Committee
- (6) Governance Committee
- (7) Maintenance Committee
- (8) Member Services Committee
- (9) Public Relations Committee
- (10) Recreation Committee

Section 2. Duties and Responsibilities of Standing Committees

- A. Standing Committees are responsible to the President. The committees will work with the homeowners in their respective areas of responsibility in order to advise and assist the Board of Directors.
- B. Standing committees will hold periodic meetings with a posted agenda. Committees will maintain a written report of the minutes of all meetings with actions proposed and taken and submit it to the Board of Directors. The committee chairperson or his designee will report the committee activity to the members at the regular monthly membership meeting.
- C. To ensure dissemination of information and to encourage input from the community, standing committees are encouraged to hold periodic informational discussions and hearings. These meetings will be open to all TEPOA Members.
- D. Standing committees shall serve as a conduit for suggestions and complaints that can be studied and discussed, and then referred to the Board of Directors, other committees, or the administrator. All communications between committees and the administrator must be in writing with copies to the President and the liaison Board member.
- E. Each standing committee will have an assigned member of the Board of Directors who will serve as a liaison between that committee and the Board of Directors.
- F. Duties of each standing committee will be prescribed by Resolution.

Section 3. Special Committees

- A. Special committees may be formed anytime at the direction of the President with the concurrence of the Board of Directors.

- B. Special committees are formed for a specific time period, usually for the time required for a special project, and then dissolved by the President.
- C. Special committees will report to the President, be advisory only, and, whenever appropriate, function as a subcommittee to a standing committee.
- D. The President will appoint a Chairperson for each Special Committee who is not a member of the Board of Directors.

Section 4. Board Sub-Committee/Task Force

The President with concurrence of the Board of Directors may from time to time appoint a Sub-Committee of the Board, not to exceed 4 Board members, to study an issue(s) and report its findings to the full Board of Directors.

ARTICLE XI FINANCIAL

Section 1. Fiscal Year

The fiscal year of the Tucson Estates Property Owners Association, Inc. shall end on June 30, effective in 2003.

Section 2. Maintenance Fees and CC&R's (Deed Restrictions)

A. Obligation of Owners

As more fully provided for in the Declaration, the Owner of each Residential Unit shall pay to the Association a monthly fee for maintenance, repair, construction, improvements and miscellaneous obligations as deemed necessary for the operation of the subdivision.

These fees are enforceable by a lien on the Owner's property. Also, the Owners of each Residential unit shall abide by the recorded deed restrictions (CC&R's) and further agrees that, to the extent the Association incurs costs or attorneys' fees in enforcing deed restrictions against any Residential Unit Owner, that Owner shall be responsible for said fees and costs and said fees and costs are enforceable by a lien on the Owner's property.

B. Rate of Maintenance Fees

The rate of the monthly fees shall be uniform for all property Owners and shall be based on the Association's cost in obtaining and maintaining Common Areas, property, facilities and service devoted to the common usage and enjoyment of the membership at large.

C. General Maintenance Fees

- (1) The general maintenance fees shall be established each year by the Board of Directors consistent with the Declarations and based on the budget projections. Thirty (30) days advance notice shall be given to Voters of any change in the maintenance fees.
- (2) The Membership must approve, by majority vote of the Voters present and voting at a noticed meeting, the expansion or improvement of services to Common Areas that would result in an increase of over ten (10%) percent

in the monthly maintenance fee.

D. Dates Due and Procedure for Collection

The Board of Directors shall establish when maintenance fees are due and shall establish collection methods, procedures and policies but not limited to delinquent accounts and lien enforcement.

E. Reserve Funds

Funds may be accumulated for future costs and expenditures of the Association when it is considered financially prudent. Whenever possible, funds for future improvements shall be accumulated before expenditure to eliminate the expense of borrowed funds.

F. Transfer of Property

The transfer of property (real) from one Owner(s) to another Owner(s) shall include a fee established by the Board of Directors, payable to the Association to facilitate the changing of the records.

ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association, except those restricted by law, 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.

ARTICLE XIII PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order shall guide this Association in all cases in which they are applicable and in which they are not inconsistent with the Declaration, these Bylaws or the rules and procedures the Association has adopted.

ARTICLE XIV AMENDMENTS

Section 1. Proposed amendments by the Membership

Proposed amendments to these Bylaws and/or the Covenants, Conditions and Restrictions (hereafter known as the CC&Rs) may be submitted by petition of no less than Ten (10) percent of the Voters. Each page of the petition will contain the proposed changes at its top. If the changes are too large to place at the top of the petition, a descriptive title may be substituted provided a copy of the full text of the proposed changes is attached. The petition must contain, for each voter, the printed name, signed name, street address and lot number.

A. For Bylaw changes, the author will review the CC&Rs, the Articles of Incorporation, and any Federal, State or County laws (refer to Article XIX for more information on Priority of Governing Documents) to determine if they conflict with the proposed changes. If modifications to the CC&Rs are required, the Bylaw and CC&Rs changes shall be simultaneously processed.

For CC&Rs changes the author will review the Articles of Incorporation, and any

Federal, State or County laws to determine if they conflict with the proposed changes.

- B. The proposal shall be submitted on a form that will be supplied by the Association Office. This form shall contain:
 - (1) The specific Document, Article, Section and Subsection to which the amendment(s) pertain.
 - (2) The specific content, context to be deleted, expanded or changed, and the exact language offered in lieu thereof as a proposed amendment.
 - (3) The reason for and the purpose to be attained by the amendment.
 - (4) The name of the author/sponsor(s) of the change(s).
- C. The author/sponsor(s) is encouraged to consult with the Governance Committee regarding wording, procedures, etc. prior to circulating the petition.
- D. The Governance Committee, after conferring with the author/sponsor(s), may recommend changes to the Board of Directors to correct grammar and punctuation and/or clarification that does not change the meaning or the intent of the portion of the Bylaws being changed.

Section 2. Bylaw and CC&Rs change proposals

Bylaw and CC&Rs change proposals which have been received by the Governance Committee by August 15, shall be reviewed to determine if a change is required in superior documents, such as the CC&Rs, Articles of Incorporation, Arizona Revised Statutes or other governing documents or applicable law, before the requested amendment may be made.

- A. If the Governance Committee determines such change may be required, it will report this to the Board for legal review. If legal review confirms a change is required in the superior governing documents or applicable law, the author will be notified of the required change and action on the amendment will be placed on hold until the change is made. If two years after the petition is submitted the required change is not made, the petition will automatically become null and void.
- B. For Bylaws, if no changes are required in the superior documents or applicable law, or if the superior documents or applicable law are changed to allow the action, then the request for amendment of the Bylaws shall be submitted to the Board of Directors for review and consideration.
 - 1. The Board of Directors may approve the change(s) per Section 5 of this ARTICLE or:
 - 2. If not approved by the Board of Directors, the proposed change(s) will be placed on the ballot at the next Annual Election.
- C. For CC&Rs, if no changes are required in the superior documents or applicable law, or if the superior documents or applicable law are changed to allow the action, then the request for amendment of the CC&Rs shall be placed on the ballot at the next Annual Election.

Section 3. Voters Notification

Voters shall be notified of the proposed amendment(s) at the beginning of November. The notice will include the current wording of the Bylaw and/or CC&Rs and the proposed new wording. Included in the notice with the amendment may be:

- A. A statement, not to exceed 100 words, supporting the amendment provided by the author/sponsor(s) of the amendment or his designee.
- B. A statement, not to exceed 100 words, supporting or opposing the amendment provided by the Board of Directors.
- C. A statement from the Governance Committee if in its review of the amendment it finds questions regarding the correctness or a conflict with higher-ranking documents (i.e. CC&R's, Arizona Law, etc.). In such case, the Governance Committee shall seek legal review and publish a statement of the finding.

Section 4. Approval of amendments

Approval of amendments shall be by vote at an annual or special Election.

- A. Bylaw amendments shall require a majority vote of the Voters voting at an annual Election. Note, if a CC&Rs change is required to implement the Bylaw amendment, then the Bylaw and CC&Rs changes shall be voted on as one item and the requirements in paragraph (B) below shall apply.
- B. Covenants, Conditions and Restrictions changes require an affirmative majority vote of the Voters of the community.

Section 5. Proposed amendments by the Board of Directors

- A. The Board of Directors, as provided for in the Articles of Incorporation, shall have the power to change the Bylaws.
 - (1) All changes to the By-laws shall be presented in the form of a Resolution.
 - (2) All changes shall have two readings and be provided to the Members for review before adoption except for emergency changes as defined in (4) below.
 - (a) The proposed changes will be read at two meetings not less than 26 days apart. This requirement may be met by providing all Members and Directors present at the Board Meetings with a printed copy of the proposed changes.
 - (b) The proposed changes will be posted on the TEPOA web site at least 5 days prior to the final reading and:
 - (c) Either prominently published in the Association Report (including a notice on the front page of the Association Report of the proposal) at least 5 days prior to the second reading
 - (d) Or mailed, first class, to all Voters at least 7 days prior to the second reading.
 - (3) Changes to the Bylaws shall require the following affirmative vote (which

shall include the vote of the President who shall vote only after all other votes have been cast):

- (a) A two-thirds majority, for normal changes,
 - (b) A three-fourths majority for changes to By-laws approved via ARTICLE XIV within three years of the adoption of the change.
- (4) If changes are necessary due to legal considerations or as dictated to continue normal business, the President may declare an emergency situation. In such case, the two readings and notification to Members are waived and a 90% affirmative vote is required for passage.
- (5) Except for the changes per (4) above, no changes shall be made to the Bylaws by the Board of Directors during the three months prior to the annual election.

Section 6. Effective date of amendments.

- A. Bylaw amendments, unless an effective date is provided for in the amendment(s) or it requires a CC&R recording, shall be effective immediately upon certification by any party(s) which the Board of Directors have authorized to perform such certification.
- B. Covenants, Conditions and Restrictions amendments shall take effect upon recording at the Pima County Recorder's Office. The Board of Directors shall ensure that such recording is performed in an expeditious manner.

Section 7. Publication of Revisions

The Board of Directors shall cause the CC&Rs and/or Bylaw amendment(s) to be prominently published in the next edition of the Association Report and posted on the TEPOA web site for not less than 90 days.

ARTICLE XV SEVERABILITY

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein shall be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.

ARTICLE XVI GENDER

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVII NO PRECEDENT

The failure by the Association or any land Owner to enforce any Bylaw herein contained

shall in no event be deemed to waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Association or such land Owner.

ARTICLE XVIII TOPICAL HEADINGS

The marginal or topical headings of the paragraphs contained in the Bylaws are for convenience only and do not define, limit or construe the contents of the paragraphs or of these Bylaws.

ARTICLE XIX PRIORITY OF GOVERNING DOCUMENTS

Section 1. Document Priority

The following documents shall have governing precedent with the group in paragraph A having the highest priority. Those in the subsequent paragraphs will be subordinate to those above.

- A. Federal laws including but not limited to the Fair Housing Act;
- B. State Laws including but not limited to Title 10, and Title 33, Chapter 16, Planned Communities;
- C. Pima County including but not limited to building codes;
- D. Tucson Estates Property Owners Association Covenants, Conditions and Restrictions, and Articles of Incorporation of Tucson Estates Property Owners Association;
- E. Tucson Estates Property Owners Association, Inc. Bylaws; and
- F. Resolutions, Motions and other documents such as Rules for the Common Area enacted by the Board of Directors shall all have equal priority.

Section 2. Revision Priority

When documents of equal priority are in conflict, the document with the most recent revision will be controlling and will render previous revisions null and void.

Appendix A

TEPOA Hearing Procedures

- A. The Chairperson will:
- (1) Call the meeting to order. (State time and date for the record).
 - (2) Record members of the Board of Directors that are in attendance.
 - (3) Record the person or persons who have allegedly violated the rules that are in attendance.
 - (4) Record the names of any witnesses in attendance.
 - (5) Record members of the staff in attendance.
- B. The Chairperson will state,
- (1) “The purpose of this special Hearing Panel, comprised of members of the Board of Directors of Tucson Estates Property Owners Association, is to conduct formal hearings regarding the enforcement of rules and regulations contained in the various governing documents of the Association. These proceedings are closed.
 - (2) “Only persons involved with the proceedings are allowed to be present.
 - (3) “I charge the Hearing Panel and all attendees to remember that the purpose of this hearing is to resolve an issue that affects the harmony and well being of this Association and its residents. It is the duty of each member of this Hearing Panel to serve to the best of his or her ability, arriving at a fair and impartial decision. Further, it is the responsibility of each of the residents of Tucson Estates to comply with the terms and conditions of the governing documents of this Association.”
- C. The Chairperson will use the following procedures to conduct the hearing:
- (1) The person or persons who have allegedly violated the rules will be advised of the charges against them, and the circumstances, including witnesses and/or exhibits, which caused the filing of the violation.
 - (2) The person or persons so charged will be asked to state his/her name and address, and given a period of up to 15 minutes to explain his or her side, which may include witnesses and/or exhibits, of the alleged violation.
 - (3) After the alleged violator has completed his or her explanation, members of the hearing panel may ask questions of the alleged violator. The alleged violator may answer or decline to answer, without prejudice.
 - (4) At the end of the question and answer period, the person or persons charged with the complaint and any witnesses will be thanked for their attendance, asked to leave the hearing room and told that a decision will be conveyed in writing to the person or persons so charged within ten (10) working days.
 - (5) The Hearing Panel will deliberate the charges, rebuttals and unsworn testimony received during the hearing and arrive at a decision.”

IN WITNESS WHEREOF, the undersigned, being a Declarant herein, has hereunto set its hand and seal this 14th day of April 2009.

BY *Larry Axthelm*
Its' President Larry Axthelm

ATTEST
BY *Bob Bethel*
Its' Secretary Bob Bethel



TUCSON ESTATES PROPERTY OWNERS' ASSOCIATION, INC.