

**BYLAWS  
OF  
TIMBER RIDGE RANCH PROPERTY OWNERS ASSOCIATION**

**ARTICLE 1  
OFFICE**

A. **Principal Office** – In addition to its known place of business, which shall be the office of its statutory agent, the Timber Ridge Ranch Property Owners Association, Inc., shall maintain a principal office in the State of Arizona.

B. **Other Offices** – The Association may also maintain offices at such other place or places, either within or without of the State of Arizona, as may be designated from time to time by the Board of Directors, where the business of the Association may be transacted with the same effect as though done at the principal office.

**ARTICLE 2  
PURPOSES, DEFINITIONS and POWERS**

In amplification of the purposes for which the corporation has been formed as set forth in the Articles of Incorporation, the corporation has the purposes of maintenance of the common property, establishing and enforcing rules and regulations for the betterment of the property required or desired within the property for the general use and benefit of all owners.

A. **Definitions**

1. "ARTICLES" shall mean the Articles of Incorporation for Timber Ridge Property Owners Association.

2. "ASSESSMENTS" as further explained in the Declaration, Part 3, Subsection E, shall mean dues, fees or monetary compensation collected by the Association to cover common expenses as designated by the Board of Directors.

3. "ASSOCIATION" shall mean Timber Ridge Ranch Property Owners Association, an Arizona corporation, its successors and assigns as referred to in Part 3 of the Declaration.

4. "BOARD" shall mean the Board of Directors of Timber Ridge Property Owners Association.

5. "BYLAWS" shall mean the Bylaws of the Association in accordance with the Articles and Declaration; as such Bylaws may be amended from time to time.

6. "COMMON EXPENSES" shall mean any and all actual costs incurred or estimated by the Association in administering, maintaining and operating of the Association.

7. "COMMON PROPERTY" shall refer to all property held in common ownership, or owned by the Association, including, but not limited to: roadway easements, the entry shared



with Pine Canyon Property Owners Association, perimeter fencing (excluding individual Parcel Owner's fences) and common landscaping.

8. "COMMUNITY DOCUMENTS" shall mean, but not be limited to: Plat Map, Declaration, Bylaws, Articles of Incorporation, Architectural Review Committee Standards, Rules, Regulations or Policies developed by the Board or the Association.

9. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property according to the Result of Survey recorded in the office of the Coconino County Recorder in Book 16 of Land Surveys, Pages 12.

10. "DEVELOPER" shall refer to Chevlon Development, LLC, successors and assigns.

11. "DIRECTOR" shall mean any member of the Association that is duly elected under the Declaration, Bylaws, Rules, Regulations, Policies or Community Documents at an Annual or Special Meeting of the Membership for the purpose to fill a vacant position of the Board of Directors which governs the business of Timber Ridge Ranch Property Owners Association.

12. "MEMBER" shall mean an Owner or their representative of the Association.

13. "MEMBERSHIP" shall mean the collective of the Parcel Owners or their representative as members of the Association.

14. "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of fee or equitable or beneficial title to any Parcel. Owner shall include the purchaser of a Parcel under an executor contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any Parcel as security for the performance of an obligation.

15. "PARCEL" or "PARCELS" shall mean the Parcels as shown on the Result of Survey, either individually or collectively, as the case may be, and any divisions thereof as provided by the Declaration.

16. "PERSONS" shall mean any individual, corporation, partnership, joint venture, organization, association, trustee, government or political unit or agency, or other entity capable of holding title to real property.

17. "PROPERTY" shall mean the Parcels as shown on the Result of survey, either individually or collectively, as the case may be, and any divisions thereof as provided in the Declaration.

18. "SPECIAL ASSESSMENTS" as further explained in the Declaration, Part 3, Subsection E, shall mean assessments in addition to regular "Assessments" collected by the Association for Capital Improvements.

19. All definitions in the Declaration of Covenants, Conditions, and Restrictions of Timber Ridge Ranch Property Owners Association shall be incorporated in these bylaws.



B. **Powers.** The Association shall have the power to:

1. Maintain, operate, repair, landscape, plant and otherwise manage all common elements;
2. Purchase and maintain policies of public liability and hazard insurance with respect to the common property;
3. Pay all *ad valorem* real property taxes and all special improvement or other assessment levied and assessed against the common elements;
4. Construct, maintain and operate all community services of any kind and nature required or desired within the property for the general use and benefit of all owners;
5. Employ such personnel as may be deemed necessary by the Association for the construction, operation, maintenance and repair of the common property;
6. As hereinafter provided, collect and enforce all regular and special assessments against the Parcel Owners in the Association;
7. Indemnify the directors, officers, employees, and agents of the Association, including former directors, officers, employees, and agents to the full extent provided by the Title 10, Arizona Revised Statutes;
8. Perform all acts, which can lawfully be performed by a corporation and are not inconsistent with the Articles of Incorporation, or the Covenants, Conditions, and Restrictions of Timber Ridge Ranch, the provisions of Chapter 16, Title 33, Arizona Revised Statutes.
9. The Association, at all times, shall keep, or cause to be kept, true and accurate records of account in accordance with Generally Accepted Accounting Principles (GAAP) and Arizona Revised Statute requirements.
10. The Association, upon reasonable written request and during reasonable business hours, shall make available for inspection by each Owner, Member or their representative, the books, records and financial statements of the Association together with current copies, as amended from time to time, of the Declaration, the Articles, Bylaws, Association Rules and Architectural Review Committee Standards, as required by Arizona Revised Statutes 33-1805, Association financial and other records.

### **ARTICLE 3** **MEMBERS**

A. **Class of Members.** The corporation shall have one (1) class of members.

B. **Membership.** Each and every owner, in accepting a deed or contract for any part of the property, automatically agrees to and shall be a member of the Association and be subject to the Association's duly enacted Articles of Incorporation, Bylaws, Declaration, Rules, Regulations and Policies. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Parcel.



C. Voting. The Owner of each Parcel shall be entitled to vote as described in Article 4, Subsection (f) of these Bylaws on all matters requiring or allowing a vote of the members of the Association. Each Owner's vote shall be suspended if such Owner is delinquent in any Assessment or in violation of the community documents, as more clearly defined in Article 8 of these Bylaws.

D. Multiple Ownership. . If more than one party is the Owner of a Parcel, there must be a unanimous agreement among those who own an interest in the Parcel as to how to cast that Parcel's vote. If a unanimous agreement does not exist amongst those parties having interest in the Parcel, that vote by such an Owner shall be deemed invalid by the Association.

#### **ARTICLE 4** **MEETINGS OF MEMBERS**

A. Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and election of directors shall be held in the County of Coconino, State of Arizona, on the fourth (4<sup>th</sup>) Tuesday of January of each year, or such other date as may be determined by the Board of Directors, at a time and place to be fixed by the directors.

B. Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time and place as may be determined by the Board of Directors.

C. Special Meetings. A special meeting of the members may be called by the President, Board of Directors, or twenty-five percent (25%) of the members. A special meeting of the members must be called within twenty (20) days by the President, if requested by the Board of Directors, or requested in writing by twenty-five (25%) of the members.

D. Notice of Meetings. Notice stating the place, day and hour of any meeting of members shall be published as widely as is practical to promote attendance at such meeting in accordance with A.R.S. 33-1804.

E. Quorum.

1. A twenty-five percent (25%) of the members, either in person or represented by absentee ballot, shall constitute a quorum for the election of Directors for the Association.

2. A two-thirds (2/3rds) of the members, either in person or represented by absentee ballot, shall constitute a quorum for the approval of Special Assessments.

3. A two-thirds (2/3rds) of the members, either in person or represented by absentee ballot, shall constitute a quorum for the transaction of business at any meeting of the members for the purpose of amending Community Documents or any other such action so designated by the Association, Board of Directors or Arizona Revised Statutes that require the participation of the collective membership.

4. If less than a majority of the members are present at said meeting, in person or by absentee ballot, a majority of the members of the Board present may adjourn the meeting from time to time without further notice.



F. Votes. The total number of votes in the Association shall be on the basis of one (1) vote per acre rounded to the nearest whole acre. The total number of Parcels and therefore the total number of votes may be increased from time to time by expansion, pursuant to paragraph 4 of the CC&Rs. Unless otherwise specifically provided herein, all Association matters shall be determined by a quorum of the membership.

G. Absentee Votes. After termination of the period of Declarant control, votes allocated to a Parcel may be cast pursuant to an absentee ballot. The association shall provide for votes to be cast in person, by absentee ballot or may provide for an alternative form voting as approved by the Board of Directors.

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

## **ARTICLE 5**

### **BOARD OF DIRECTORS**

A. General Powers. The governance and affairs of the Association shall be conducted by the Board as herein provided and in accordance with the Articles and Bylaws.

B. Election. The directors shall be elected for the term hereinafter set forth by a quorum of the members. Such election shall be held at the annual meeting set forth by Article 4 of these Bylaws or Special Meeting so designated for the purpose of such action.

C. Number, Tenure and Qualifications. The number of directors shall be no less than three (3) and no more than five (5), and each must be a member of the Association and eligible to vote on any issue before the Membership. Each director shall hold office from the date of the meeting at which he is elected, until his successor shall have been elected and qualified. At the annual or special meeting whereas these bylaws are adopted, there shall be an initial election of the Board of Directors. This election shall provide for Two (2) directors to be elected to serve for three (3) year terms, Two (2) directors elected to serve for two (2) year terms, and one (1) director shall be elected to serve for a one (1) year term, establishing staggered term limits for all Board members' positions. There after upon the termination of each standing Board Members term of



office, incumbent or replacement Board members shall be elected at each Annual Meeting or Special Meeting so designated for the purpose of such action to serve no less than a term of three (3) years.

D. Tenure of directors is subject to the following: A director may be removed: 1) If any director fails to attend any three (3) consecutive scheduled meetings of the Association or the Board, including Annual Meetings, Special Meetings, Regular Meetings, Executive Board Meetings or any other meeting called on behalf of the Association by the President, Board of Directors, or any quorum of the members of the Association, or, 2) if any director exceeds the authority of their position and such action is deemed to be a conflict of interest or adverse to the interest of the Association, or, 3) if by a majority vote of members present where a quorum exists at any meeting, a director's removal may be motioned for and seconded from the Board of Directors, by written petition of a quorum of the members of the Association, or by motion from the floor, however this form of removal may only occur once during said director's term of office. If a Board member is removed from office, with or without cause, by any methods previously mentioned, the removed member is restricted from holding a Board Members or Officers position with the Association for a period of three (3) calendar years plus the remainder of their existing term of office.

E. Regular Meetings. The Board of Directors shall meet regularly at least once a year, at a time and place it shall select.

F. Special Meetings. A special meeting of the Board of Directors may be called by or at the request of the president or of any member of the board.

G. Notices. Notice of any special meeting of the Board of Directors shall be given at least two (2) days prior thereto, by written notice delivered in personal, sent by mail to the member's address of record with the Association or by any other delivery method deemed appropriate by the Board of Directors, to each member of the Board of Directors or the board may waive notice of any meeting.

H. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the members of the board are present at said meeting, a majority of the members of the board present may adjourn the meeting from time to time and without further notice.

I. Manner of Acting. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

J. Vacancies. Any vacancy in the Board of Directors or in the officers of the Association caused by the death, resignation, removal or other disqualification of a director or an officer may be filled by a majority vote of the remaining directors by the election of some other member who shall hold such office of director or officer for the unexpired term. However, prior to such action by the board, the members shall have the right, at any special meeting called for that purpose, to fill any vacancy occurring on the board.

K. Board's Determination Binding. In the event of any dispute or disagreement between any Owners, Members, or any other Persons subject to the Declaration, relating to the Association, or



any question of interpretation or application of the provisions of the Declaration, the Articles, Bylaws, Association Rules or Architectural Review Committee Standards, the determination thereof by the Board shall be final and binding on each and all such Owner, Member or Persons. The Board may, at its discretion, delegate the resolution of such dispute or disagreement to a committee appointed by the Board or the President.

L. Maximum Debts. No expenditure of funds in excess of five hundred dollars (\$500) for any one bill shall be approved or authorized without majority approval of the Board of Directors. Written contracts, Board agreements, utilities, or any other such agreement entered into by the Board of Directors on behalf of the Association, shall be considered preapproved and require no further action by the Board of Directors under this clause.

M. Chairman of the Board. The Chairman of the Board, if one shall have been appointed by the other members of the Board and be serving, shall preside at all meetings of the Board of Directors and shall perform such other duties as may be from time to time assigned to him or her by the Board of Directors.

N. Compensation. No Director shall receive compensation for any service in capacity of Director he or she may render to the Association except as provided in the Declaration. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties in the Director capacity or receive compensation for services performed for the corporation not in the capacity of a Director.

## **ARTICLE 6** **OFFICERS**

A. Officers. The officers of the Association shall be a president, a vice president, a secretary and a treasurer. Members of the Board of Directors may hold an Officers position and any one (1) person may hold more than one Officers position.

1. The officers are not required to be Property Owners. The officers may be a management firm or any other such entity the Board of Directors deems appropriate.

2. The property owners have the power to hire and fire the management firm by a majority vote of owners.

B. Qualifications and Methods of Election. The officers shall be appointed by a vote of the Board of Directors at the board meeting following the annual membership meeting, and shall serve for a term of one (1) year. The officers shall begin their terms at the close of the board meeting at which they are elected.

C. President. The president shall preside at all meetings of the Association and the Board of Directors at which he is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member *ex officio* of all standing committees and shall execute all properly approved amendments to the Declaration of Covenants, Conditions and Restrictions of Timber Ridge Ranch. The president shall sign all contracts for service, legal documents, agreements and any other such legal instrument so designated by the Board of Directors.



D. Vice President. The vice president shall assume the duties of the president during his absence.

E. Secretary. Secretary shall keep the minutes of all of the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted and shall be the custodian of all corporate records, and shall certify and cause to be recorded all properly approved amendments to the declaration of Covenants, Conditions, and Restrictions of Timber Ridge Ranch.

F. Treasurer. The treasurer shall receive all corporate funds accurately and keep them in a bank authorized by the Board of Directors. The treasurer shall pay out funds only on notice by the Board of Directors and be responsible for the creation, regulation and distribution of the annual budget for the Association with Board of Directors final approval.

G. Managing Firm. The Board of Directors may, at their discretion, hire a Management firm. All powers, duties and rights of the Association, or the Board of Directors, as provided by law or herein, may be delegated to a managing firm under a management agreement; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty. Any agreement for professional management, or any other contract providing for services of the Association or any other party, shall not exceed a term of three (3) years, which term may be renewed by agreement of the parties for successive three (3) year periods, and shall further provide for termination by either party with or without cause and without payment of termination fee upon ninety (90) days' written notice.

H. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by election by the Board of Directors for the unexpired portion of the term.

## **ARTICLE 7**

### **STANDING COMMITTEES**

A. Standing Committees. The Board of Directors shall have the power to organize committees as required to carry on the purpose of the Association.

B. Architectural Review Committee. The Board of Directors of the Association shall create an Architectural Review Committee to evaluate all landscaping and buildings on the property for compliance with the provisions of the Covenants, Conditions, and Restrictions of Timber Ridge Ranch. The committee shall act in accordance with CC&R Article 5. Architectural Review and shall make recommendations to the Board of Directors for final approval or decline of any plans prior to construction of any structure upon any lot. The Architectural Review Committee shall consist of three (3) members, appointed from time to time by the Board of Directors.



## ARTICLE 8 **ASSESSMENTS**

A. Assessments. Each Parcel Owner shall be responsible to pay the Common Expense Assessment commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the Parcel Owner acquired legal, beneficial, or equitable title to each Parcel. The Common Expense Assessment is in dollars per year and is subject to change by the Association. The Common Expense Assessment shall be \$400 annually which is subjected to annual increases as set by the Board and is stated herein.

The Parcel Owner acquiring his or her interest from the Declarant during the calendar year shall be obligated for a pro rata portion thereof. The provisions for the assessments are set forth in Article 3, Subsection G. of the Covenants, Conditions, and Restrictions of Timber Ridge Ranch POA, and Chapter 9, Title 33, Arizona Revised Statutes.

B. Setting Assessment. The Association shall fix the amount of the regular assessment at least thirty (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association. The Treasurer and Board of Directors shall prepare a budget for the Association setting forth the expected expenditures, including a reserve for replacement, repair, maintenance or contingencies, together with the assessment necessary to meet the costs of such budget. The Board of Directors may at their discretion, raise the annual assessment no more than twenty percent (20%) greater than the immediately preceding fiscal year's assessment, unless Arizona Revised Statutes provide for an alternative percentage. All additional assessments greater than twenty percent (20%) or what is approved by state statute shall be voted on at the annual meeting of the membership and may not be increased without prior approval of two-thirds (2/3rds) of the membership of the Association. In the event no assessment greater than twenty (20%) percent is approved at the annual meeting, the Board of Directors may call a special meeting of the membership as necessary to approve or reject a larger annual assessment. In the event no additional larger annual assessment over twenty percent (20%) is approved within sixty (60) days following the annual meeting, the assessment for such year shall not exceed the twenty percent (20%) of the prior year as approved by the Board of Directors.

C. Capital Improvement Special Assessment. The Board of Directors may present at an Annual Meeting or Special Meeting of the Membership called for such a purpose, a proposal for a Capital Improvement Assessment setting forth the reasons necessary for such an assessment. The membership shall vote on such an assessment and no increase shall be deemed approved without two-thirds (2/3rd) of the collective membership in agreement.

D. Special Assessments. The Board of Directors may, from time to time, levy Special Assessments by the Association against an Owner and his Unit to reimburse the Association for:

1. Cost incurred in bringing an Owner, Guest or Tenant of an Owner and his Unit, into compliance with the provisions of the Declaration, the Articles, Bylaws, Association Rules or Architectural Review Committee Standards;



2. Any other charges designated as a Special Assessment in the Declaration, the Articles, Bylaws or Association Rules;

3. Fines levied or fixed by the Board or as otherwise provided herein or in any Association document; and

4. Attorneys' fees, interest and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with the Declaration, the Articles, Bylaws, and Association Rules of the Architectural Committee Standards.

5. In the event the Association undertakes to provide materials or services which benefit individual Members, Owners, Guests, Tenants or Parcels and which can be accepted or not by individual Members, Owners, Guests or Tenants; such Members, Owners, Guests or Tenants, in accepting such materials or services agree that the cost thereof shall be a Special Assessment.

E. Late Fees and Interest. Each assessment not paid within thirty (30) days after the due date set forth on the invoice from the Association shall be assessed a late fee of fifteen dollars (\$15) by the Association and any additional handling costs assessed in the collection, documentation or accounting of such fees. All unpaid assessments in arrears forty-five (45) days or longer shall accrue interest thereon at a rate set by the Board of Directors, not to exceed provisions set forth by Arizona Revised Statutes, from the original due date.

F. Lien. Each Parcel Owner is obligated to pay: (i) regular assessments for normal maintenance, repairs and reserves, along with Association insurance and operating costs; (ii) special assessments for capital improvements with such assessments to be established by the Association. The regular and any special assessments, late payment penalties and other charges, if any, together with interest (all as set by the Association), Association costs and reasonable attorney's fees or court costs, shall be a lien on the Parcel. Each Parcel Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation for delinquent assessments shall not pass to the Owner's successor in title, unless expressly assumed in writing by such successor; however, the obligation to pay same shall be a continuing lien on the Parcel, except for provisions relating to mortgagees. The Association may enforce such lien by court action, CC&R or any other remedy available by law.

G. Penalties. For violation of any Rules, Regulations or Policies set by the Board, violation of the Articles, of the Bylaws or violation of the Covenants, Conditions, and Restrictions of Timber Ridge Ranch, the Board of Directors shall set forth the procedures for imposing such penalties, including the right of a member to contest such penalties, by resolution and in accordance with A.R.S. 33-1803, Penalties; notice to member of violation.

H. Reserves. The Association shall collect, as part of the Assessments, reserves necessary for future Capital expenditures and maintenance of the common property. The responsibility of the Board shall be only to provide for such reserves as the Board in good faith deems reasonable, and neither the Board nor any member thereof shall have any liability to any Owner or Member or to the Association if such reserves prove to be inadequate.



**ARTICLE 9**  
**SUPPLEMENTAL PROVISIONS; CONFLICTS**

A. Supplemental Provision. Unless conflicting rules, regulations or procedures are expressly set forth in the Declaration of Covenants, Conditions, and Restrictions for Timber Ridge Ranch, the Articles of Incorporation, or these Bylaws, the provisions of Chapter 16, Title 33, Arizona Revised Statutes concerning rules, regulations, procedures and administrative operation shall be considered to be supplemental rules, regulations and procedures for the administrative operations of Timber Ridge Ranch.

B. Conflicts. Any conflict between the provisions of these Bylaws, the provisions of the Covenants, Conditions, and Restrictions of Timber Ridge Ranch, the provisions of Chapter 9, Title 33, Arizona Revised Statutes shall be resolved in the following priority:

1. Mandatory Provisions of Chapter 16, Title 33, Arizona Revised Statutes;
2. Covenants, Conditions, and Restrictions of Timber Ridge Ranch Property Owners Association;
3. Bylaws of Timber Ridge Ranch Property Owners Association;
4. Rules, Regulations and Policies of Timber Ridge Ranch Property Owners Association; and
5. Optional Provisions of Chapter 16, Title 33, Arizona Revised Statutes.

**ARTICLE 10**  
**FISCAL YEAR**

The fiscal year of the corporation shall start January 1<sup>st</sup>.

**ARTICLE 11**  
**AMENDMENTS**

A. Amendments to these bylaws shall be made as provided by law and in accordance with CC&R Article 7, Section D. Amendments except as provided below:

- a. The Board of Directors may amend by a majority vote of the Directors:

Article 2, Section (b) Definitions  
Article 8, Section (e) Late Fees and Interests

B. The Board of Directors shall present any resolution to alter, amend or repeal any bylaw to the membership at the Annual Meeting or a Special Meeting called for such purpose. Such changes shall be deemed approved upon an affirmative vote of two-thirds (2/3rd) of the collective members of the Association.



IN WITNESS WHEREOF, TIMBER RIDGE RANCH PROPERTY OWNERS ASSOCIATION, INC., by and through its President, has executed these Bylaws this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

TIMBER RIDGE RANCH PROPERTY OWNERS ASSOCIATION, INC.

An Arizona Non-Profit Corporation

\_\_\_\_\_  
By:

PRESIDENT

STATE OF ARIZONA

)

County of Coconino

) ss.

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This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016,

by \_\_\_\_\_, President of Timber Ridge Ranch Property Association.

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Notary Public

My Commission Expires: \_\_\_\_\_