

1 BYLAWS
2 OF
3 SUNSET VILLAS PROPERTY OWNERS ASSOCIATION
4

5 ARTICLE I

6 NAME

7 The name of the corporation is SUNSET VILLAS
8 PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the
9 Association.

10 ARTICLE II

11 PRINCIPAL OFFICE

12 The principal office of the corporation shall be
13 located in Lake Havasu City, Arizona. The meetings of
14 members and directors may be held at such places in the State
15 of Arizona, County of Mohave, as may be designated by the
16 Board of Directors.

17 ARTICLE III

18 DEFINITIONS

19 1. "Architectural Control Committee" shall mean
20 the committee of individuals appointed in accordance with the
21 Bylaws.

22 2. "Architectural Rules" means the rules adopted
23 by the Architectural Committee pursuant to Article XIII of
24 the Bylaws, as may be amended from time to time.

25 3. "Areas of Association Responsibility" means (i)
26 all Common Area, including the Improvements and landscaping
situated thereon, (ii) any portion of the Improvements

1 situated on a lot which the Association is obligated to
2 maintain, repair and replace pursuant to the terms of this
3 Declaration or the terms of another recorded document
4 executed by the Association, and (iii) all real property and
5 the improvements situated thereon, within the project located
6 within dedicated right-of-way with respect to which the State
7 of Arizona, Mohave County, or the City of Lake Havasu City
8 has not accepted responsibility for the maintenance.

9 4. "Articles" shall mean the Articles of
10 Incorporation of the Association as said Articles of
11 Incorporation may from time to time be amended and restated.

12 5. "Assessments" shall include the following:

13 (a) "Annual Assessment" means the amount
14 which is to be paid by each Member of the Association for
15 Common Expenses.

16 (b) "Special Assessment" means a charge
17 against a particular Owner, directly attributable to the
18 Owner, to reimburse the Association for costs incurred in
19 bringing the Owner into compliance with the provisions of the
20 Declaration, the Articles, these Bylaws, Association Rules
21 and/or Architectural Rules, or any other charge designated as
22 a Special Assessment in the Declaration, the Articles, these
23 Bylaws, Association Rules and/or Architectural Rules,
24 together with attorneys' fees and other charges payable by
25 such Owner, pursuant to the provisions of the Declaration,
26 plus interest thereon as provided for in the Declaration.

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1 Special Assessment shall also mean a charge against
2 each Member, representing a portion of the cost to the
3 Association for installation, construction, reconstruction,
4 repair or replacement of any capital improvements on any of
5 the Real Property which the Association may from time to time
6 authorizes pursuant to the provisions of the Declaration.

7 6. "Association" shall mean and refer to the
8 SUNSET VILLAS PROPERTY OWNERS ASSOCIATION, an Arizona
9 nonprofit corporation, formed and maintained pursuant to
10 Section 33-1801 et seq., Arizona Revised Statutes, composed
11 of the Owners as defined herein below.

12 7. "Association Rules" shall mean the rules and
13 regulations adopted by the Board pursuant to the Bylaws, as
14 they may be amended from time to time.

15 8. "Board" shall mean the Board of Directors of
16 the Association.

17 9. "Bylaws" shall mean the Bylaws of the
18 Association as said Bylaws may from time to time be amended.

19 10. "Common Area" and "Common Elements" shall mean
20 all real property owned by the Association for the common use
21 and enjoyment of the Owners, including but not limited to any
22 and all landscaping, buildings, improvements, plumbing,
23 wires, pipes, conduits, and other utility installations
24 thereon.

25 11. "Common Expenses" means the actual and
26 estimated costs or financial liabilities incurred by the

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1 Association in administering, maintaining and operating the
2 Project, together with any allocations to reserves.

3 12. "Declarant" shall mean (i) HAVASU SUNSET
4 VILLAS, LLC, a California limited liability company, and (ii)
5 any successor in interest of it to whom all or any of the
6 rights of Declarant under the Articles, Bylaws and the
7 Declaration have been transferred. Notwithstanding the
8 provisions of the Article hereof entitled "Amendment" to the
9 contrary, this paragraph may not be amended without the
10 approval of Declarant.

11 13. "Declarant's Period of Control" shall mean
12 until such time as seventy five percent (75%) of the Lots in
13 the above described properties have been conveyed to the
14 purchasers thereof, all right, discretion, power and
15 authority herein granted to said Owners Association and said
16 Lot Owners through said Owners Association, including the
17 right to collect Assessments and appoint or remove any
18 officer of the Association or Board Director, shall, at the
19 option of Declarant remain with Declarant directly or through
20 said Owners Association (referred to as "Declarant's Period
21 of Control" in the Association Instruments).

22 Upon the sale of not less than seventy five percent
23 (75%) of said Lots, or unless earlier required by Declarant,
24 all such right, discretion, power and authority shall be
25 assumed by the Lot Owners who are then Members of the Owners
26 Association, through their Officers and Directors who shall
be duly elected at such time.

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1 14. "Declaration" shall mean the First Amended and
2 Restated Declaration of Covenants, Conditions and
3 Restrictions of the Association, as the same may from time to
4 time be amended.

5 15. "Improvement" shall mean the buildings, roads,
6 roadways, parking areas, lighting fixtures, fences, walls,
7 hedges, plantings, planted trees and shrubs, recreational
8 areas, swimming pools, pool building, entry gate and all
9 other structures or landscaping of every kind and type.

10 16. "Lot" shall mean each parcel of real property
11 designated as a lot on the Plat and where the context
12 indicates or requires, shall include any Residential
13 Dwelling, building, structure or other Improvements situated
14 on the Lot.

15 17. "Member" shall mean an Owner, as defined herein
16 below, entitled to membership in the Association. Membership
17 shall be appurtenant to and may not be separated from
18 ownership of a Lot.

19 18. "Owner" shall mean the person(s) who hold(s)
20 record title to any Lot, including Declarant for as long as
21 Declarant holds title to a Lot. "Owner" shall include any
22 person having a fee simple title to any Lot, but shall
23 exclude persons or entities having any interest merely as
24 security for the performance of any obligation. Further, if
25 a Lot is sold under a recorded contract for deed to a
26 purchaser, the purchaser, rather than the fee owner, shall be
considered the "Owner" as long as he or a successor in

1 interest remains the contract purchaser under the recorded
2 contract.

3 19. "Project Documents or Association Instruments"
4 means the Declaration, the Articles, these Bylaws, the
5 Association Rules and the Architectural Committee Rules.

6 ARTICLE IV

7 MEMBERSHIP

8 Section 1. MEMBERS

9 Every Owner of a Family Dwelling Unit which is
10 subject by the covenants of record to Assessment shall be a
11 member of the Association. Membership shall be appurtenant
12 to and may not be separated from ownership of any Family
13 Dwelling Condominium Unit which is subject to Assessment.
14 The rights and obligations of an Owner and membership in the
15 Association shall not be assigned, transferred, pledged,
16 conveyed, or alienated in any way except upon transfer of
17 ownership to such Family Dwelling Condominium Unit, or by
18 intestate succession, testamentary disposition, foreclosure
19 of a mortgage of record, or such other legal process that is
20 now in effect or as may hereafter be established under or
21 pursuant to the laws of the State of Arizona. Any attempt to
22 make a prohibited transfer shall be void. Any transfer of
23 ownership shall operate to transfer said membership to the
24 new Owner, and a reasonable charge may be assessed by the
25 Association for each such transfer.

26 Section 2. ASSESSMENT

The rights of membership are subject to the

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1 payment of monthly and special Assessments levied by the
2 Association, the obligation of which Assessment is imposed
3 against each Owner and becomes a lien upon the property
4 against which Assessments are to be made as provided by the
5 Declaration.

6 Section 3. SUSPENSION

7 The membership rights of any person whose interest
8 in the properties is subject to Assessments under this
9 Article, whether or not he be personally obligated to pay
10 such Assessments, may be suspended by action of the
11 Directors, during the period when the Assessments remain
12 unpaid; but, upon payment of such Assessments, his/her
13 rights, and privileges shall be automatically restored.
14 After the Board has adopted and published rules and
15 regulations governing the use of Common Areas and facilities
16 and the personal conduct of any person thereon, as provided
17 in these Bylaws, they may, in their discretion, suspend the
18 rights of any such members for violation of such rules and
19 regulations for a period not to exceed SIXTY (60) days or
20 levy fines according to such a schedule as may be adopted or
21 revised by the Board of Directors from time to time.

22 ARTICLE V

23 VOTING RIGHTS

24 All Owners of a Family Dwelling Condominium Unit
25 shall be Members and entitled to one vote for each Family
26 Dwelling Condominium Unit owned. When more than one person
holds an interest, all such person shall become Members. The

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1 vote for such Family Dwelling Condominium Unit shall be
2 exercised as they among themselves determine, but in no event
3 shall more than one vote be cast with respect to any Family
4 Dwelling Condominium Unit, and fractional votes shall not be
5 allowed.

6 ARTICLE VI
7 PROPERTY RIGHTS AND RIGHTS OF
8 ENJOYMENT OF COMMON AREAS

9 Section 1. MEMBERS

10 Each Member shall be entitled to the use and
11 enjoyment of the Common Areas and facilities as provided by
12 the Declaration, these Bylaws and reasonable Rules and
13 Regulations affecting the properties.

14 Section 2. DELEGATION OF USE

15 Any Member may delegate his/her rights of
16 enjoyment in the Common Areas and facilities to the Members
17 of his/her family who use the properties or to any of his/her
18 tenants who rent/lease the Condominium Unit. Such Members
19 shall notify the Secretary in writing of the name of any such
20 person and of the relationship of the Member to such person.
21 The rights and
22 privileges of such person are subject to suspension to the
23 same extent as those of the Member delegating the right of
24 enjoyment.

25 ARTICLE VII
26 ASSOCIATION PURPOSES AND POWERS, RIGHTS AND
DUTIES OF ASSOCIATION AND ITS MEMBERS

1 Section 1.

2 The purposes for which the Association has been
3 organized are set forth in Article IV of the Articles of
4 Incorporation.

5 Section 2.

6 The Association and its Members shall have all the
7 powers, rights, duties and obligations set forth in the
8 Articles of Incorporation for the Association, these Bylaws,
9 rules and regulations pursuant thereto, and recorded
10 restrictions of the property, and as any of the same may be
11 duly adopted or amended.

12 ARTICLE VIII

13 DIRECTORS

14 Section 1. NUMBER

15 The initial number of directors of the corporation
16 shall be TWO (2). Following Declarant's Period of Control,
17 the authorized number of Directors of the corporation shall
18 be not less than THREE (3) nor more than FIVE (5) until
19 changed by amendment of the Articles of Incorporation or by a
20 Bylaw duly adopted by the Members amending this Section of
21 Article VIII of the Bylaws.

22 Section 2. ELECTION

23 The term of the Directors named in the Articles of
24 Incorporation shall be until the first annual meeting of the
25 Members, or, if the Association is still under Declarant's
26 control, until their successors are duly chosen and qualify.
At the expiration of the initial terms of office of each

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1 Director, his/her successor shall be elected to service for a
2 One (1) year term. The Directors shall hold office until
3 their successors have been elected and hold their first
4 meeting, and, thereafter, the Directors shall be elected at
5 the annual meeting of Members to be held each year.

6 Section 3. REMOVAL

7 Following Declarant's Period of Control, any
8 Director may be removed from the Board, with or without
9 cause, by a majority vote of the Members of the Association.
10 In the event of death, resignation, or removal of a Director,
11 such vacancy may be filled by the affirmation vote of a
12 majority of the remaining Directors even though less than a
13 quorum of the

14 Board of Directors. A Director elected to fill a vacancy
15 shall serve for the unexpired term of his predecessor.

16 Section 4. COMPENSATION.

17 No Director shall receive compensation for any
18 service he may render to the Association. However, any
19 Director may be reimbursed for his actual expenses incurred
20 in the performance of his duties.

21 Section 5. ACTION TAKEN WITHOUT A MEETING

22 The Directors shall have the right to take any
23 action in the absence of a meeting which they could take at a
24 meeting by obtaining the written approval of all the
25 Directors. Any action so approved shall have the same effect
26 as though taken at a meeting of the Directors.

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ARTICLE IX

NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION.

Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members or non-members. The Board may serve as the nomination committee, at its option.

Section 2. ELECTION

Election to the Board of Directors shall be as specified by the Board. At such election each member entitled to vote shall have the right to vote, in person or by proxy, one vote for each Family Dwelling Condominium Unit owned by him/her for as many persons as there are to be elected and give one candidate as many votes as the number of directors to be elected multiplied by the number of his/her Family Dwelling Condominium Units shall equal, or to

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1 distribute the votes on
2 the same principle among as many candidates as he may see
3 fit. The persons receiving the largest number of votes shall
4 be elected.

5 ARTICLE X

6 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7 Section 1.

8 The Board of Directors shall have power:

9 (a) To call special meetings of the Members
10 whenever it deems necessary and it shall call a meeting at
11 any time upon written request of one-fourth (1/4) of the
12 voting membership, as provided in Article XIV, Section 2.

13 (b) To appoint and remove at pleasure all officers,
14 agents and employees of the Association, prescribe their
15 duties, fix their compensation, and require of them such
16 security or fidelity bond as it may deem expedient. Nothing
17 contained in these Bylaws shall be construed to prohibit the
18 employment of any Member, Officer or Director of the
19 Association in any capacity whatsoever.

20 (c) To establish, levy and assess, and collect the
21 assessments or charges referred to in Article IV, Section 2.

22 (d) To adopt and publish rules and regulations
23 governing the use of the Common Areas and facilities and the
24 personal conduct of the Members and their guests thereon.

25 (e) To exercise for the Association all powers,
26 duties and authority vested in or delegated to this
Association, except those reserved to Members in the

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1 covenants.

2 (f) In the event that any Member of the Board of
3 Directors of this Association shall be absent from Three (3)
4 consecutive regular meetings of the Board of Directors, the
5 Board may by action taken at the meeting during which said
6 third absence occurs, declare the office of said absent
7 Director to be vacant.

8 (g) To retain the services of an experienced,
9 professional manager to manage the Property. Appropriate
10 fidelity bond coverage shall be required for any employee of
11 the manager who handles funds of the Association. The Board
12 of Directors may by written contract delegate in whole or in
13 part to a manager such of duties, responsibilities, functions
14 and powers hereunder of the board of Directors as are
15 delegable. The services of any manager retained by the Board
16 of Directors shall be paid for with funds from the Common
17 Expense Fund. Any management contract, employment contract
18 or lease of recreational or parking areas or facilities, or
19 any contract lease, including franchises or licenses, to
20 which the Declarant or an affiliate of the Declarant is a
21 party which binds the Association either directly or
22 indirectly shall provide that without cause such agreement
23 may be terminated by the Board of Directors or the
24 Association, without penalty at any time after transfer of
25 control by the Declarant, upon no more than thirty (30) days
26 written notice to the other party thereto.

Section 2.

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

2 (a) To cause to be kept a complete record of all
3 its acts and corporate affairs and to present a statement
4 thereof to the Members at the annual meeting of the Members
5 or at any special meeting when such is requested in writing
6 by one-fourth (1/4) of the voting membership, as provided in
7 Article XIV Section 2.

8 (b) To supervise all officers, agents and
9 employees of this Association, and to see that their duties
10 are properly performed.

11 (c) As more fully provided in the Declaration:

12 (1) To fix the amount of the Assessment
13 against each unit for each Assessment period at least (30)
14 days in advance of such date or period and, at the same time;

15 (2) To prepare a roster of the properties
16 and Assessments applicable thereto which shall be kept in the
17 office of the Association and shall be open to inspection by
18 any Member, and, at the same time;

19 (3) To send written notice of each
20 Assessment to every Owner subject thereto.

21 (d) To issue, or to cause an appropriate officer
22 to issue, upon demand by any person a certificate setting
23 forth whether any Assessment has been paid. Such certificate
24 shall be conclusive evidence of any Assessment therein stated
25 to have been paid.

26 (e) To procure and maintain adequate liability
and hazard insurance on property owned by the Association.

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1 (f) To cause all officers or employees having
2 fiscal responsibilities to be bonded, as it may deem
3 appropriate; and

4 (g) To cause the Common Area to be maintained.

5 ARTICLE XI

6 MEETINGS OF DIRECTORS

7 Section 1. REGULAR MEETINGS.

8 The first Board of Directors shall meet annually
9 and thereafter, regular meetings of the Board of Directors
10 shall be held at such place and hour as may be fixed from
11 time to time by resolution of the Board. Should said
12 meetings fall upon a legal holiday, then that meeting shall
13 be held at the same time on the next day which is not a legal
14 holiday.

15 Section 2. SPECIAL MEETING

16 Special meetings of the Board of Directors shall
17 be held when called by the president of the Association, or
18 by any two directors, after not less than Three (3) days
19 notice to each director.

20 Section 3. WAIVERS

21 The transaction of any business at any meeting of
22 the Board of Directors, however called and noticed, or
23 wherever held, shall be as valid as though made at a meeting
24 duly held after regular call and notice if a quorum is
25 present and, if either before or after the meeting, each of
26 the directors not present signs a written waiver of notice,
or a consent to the holding of such meeting, or an approval

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1 of the minutes thereof. All such waivers, consents or
2 approvals shall be filed with the corporate records and made
3 a part of the minutes of the meeting.

4 The officers of this Association shall be elected
5 annually by the Board and each shall hold office for One (1)
6 year unless he shall sooner resign, or shall be removed, or
7 otherwise disqualified to serve.

8 Section 4. SPECIAL APPOINTMENTS

9 The Board may elect such other officers as the
10 affairs of the Association may require, each of whom shall
11 such duties as the Board may, from time to time, determine.

12 Section 5. RESIGNATION AND REMOVAL

13 Any officer may be removed from office with or
14 without cause by the Board. Any officer may resign at any
15 time by giving written notice to the Board, the president or
16 the secretary. Such resignation shall take effect on the
17 date of receipt of such notice or at any later time specified
18 therein, and unless otherwise specified therein, the
19 acceptance of such resignation shall not be necessary to make
20 it effective.

21 Section 6. VACANCIES

22 A vacancy in any office may be filled in the
23 manner prescribed for regular election. The officer elected
24 to such vacancy shall serve for the remainder of the term of
25 the officer he/she replaced.

26 Section 7. MULTIPLE OFFICES

The offices of secretary and treasurer may be held

1 by the same person. No person shall simultaneously hold more
2 than one of any of the other offices except in the case of
3 special offices created pursuant to Section 4 of this
4 Article.

5 ARTICLE XII

6 DUTIES OF OFFICERS

7 The duties of the offices are as follows:

8 President

9 (a) The president shall preside at all meetings
10 of the Board of Directors; shall see that orders and
11 resolutions of the Board are carried out; shall sign all
12 leases, mortgages, deeds and other written instruments and
13 shall co-sign all checks and promissory notes.

14 Vice President

15 (b) The vice president shall act in the place and
16 stead of the president in the event of his absence, inability
17 or refusal to act, and shall exercise and discharge such
18 other duties as may be required of him by the Board.

19 Secretary

20 (c) The secretary shall record the votes and keep
21 the minutes of all meetings and proceedings of the Board and
22 of the members; keep the corporate seal of the Association
23 and affix it on all papers requiring said seal; serve notice
24 of meetings of the Board and of the members; keep appropriate
25 current records showing the members of the Association
26 together with their addresses, and shall perform such other
duties as required by the Board.

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1 Treasurer

2 (d) The treasurer shall receive and deposit in
3 appropriate bank accounts all monies of the Association and
4 shall disburse such funds as directed by resolution of the
5 Board of Directors; shall sign all checks and promissory
6 notes of the Association; keep proper books of account; cause
7 an annual audit of the Association books to be made by a
8 public accountant at the completion of each fiscal year; and
9 shall prepare an annual budget and a statement of income and
10 expenditures to be presented to the membership at its regular
11 annual meeting, and deliver a copy of each to the members.

12 ARTICLE XIII

13 COMMITTEES

14 Section 1. OPTIONAL COMMITTEES

15 The Board of Directors may appoint a Nominating
16 Committee, as provided in these Bylaws, and in addition, may
17 appoint other committees as deemed appropriate in carrying
18 out the purposes of the Association such as:

19 (a) A Maintenance Committee which shall advise
20 the Board of Directors on all matters pertaining to the
21 maintenance, repair and improvement of the Common Properties,
22 and shall perform such other functions as the Board in its
23 discretion determines.

24 (b) An Audit Committee which shall supervise
25 annual audit of the Association's books if ordered by the
26 Board and approve the annual budget and statement of income
 and expenditures to be presented to the membership at its

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1 regular meeting. The Treasurer shall be an ex officio member
2 of the Committee.

3 Section 2. DUTIES

4 It shall be the duty of each committee to receive
5 complaints from members on any matter involving Association
6 functions, duties and activities within its field of
7 responsibility. It shall dispose of such complaints as it
8 deems appropriate or refer them to such other committee,
9 director or officer of the Association as is further
10 concerned with the matter presented.

11 ARTICLE XIV

12 MEETINGS OF MEMBERS

13 Section 1. ANNUAL MEETINGS

14 Regular annual meetings of the Members shall be
15 held at least once every twelve (12) months at a date and
16 time determined by the Board of Directors for the purpose of
17 electing or announcing the results of the election of
18 Directors and transacting such other business as may properly
19 come before the meeting.

20 Section 2. SPECIAL MEETINGS

21 Special meetings of the Members may be called at
22 any time by the president or by the Board of Directors, or
23 upon written request of the Members who are entitled to vote
24 One-fourth (1/4) of all of the votes of the entire
25 membership.

26 Section 3. NOTICE OF MEETINGS

Notice of any meetings shall be given to the

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1 Members by the Secretary. Notice may be given to the Member
2 either personally, or by sending a copy of the notice through
3 the mail, postage thereon fully prepaid to his address
4 appearing on the books of the corporation. Each Member shall
5 register his address with the Secretary, the notices of
6 meetings shall be mailed to him/her at such address. Notice
7 of any meeting, regular or special, shall be mailed at least
8 Fifteen (15) days in advance of the meeting and shall set
9 forth in general the nature of the business to be transacted.

10 Section 4. QUORUM

11 Except as otherwise provided herein or in the
12 Declaration, those Members present in person or by proxy at a
13 properly noticed meeting of Members shall constitute a quorum
14 at all meetings of the Members.

15 ARTICLE XVIII

16 **AMENDMENTS**

17 Section 1.

18 These Bylaws may be amended, at a regular or
19 special meeting of the Members, by a majority vote of a
20 quorum consisting of at least twenty-five percent of the
21 Members present in person or by proxy, provided that those
22 provisions in these Bylaws which are governed by the Articles
23 of Incorporation of this Association may not be amended
24 except as provided in the Articles of Incorporation or
25 applicable law; and provided further that any matter stated
26 herein to be or which is in fact governed by the Declaration
applicable to the Properties may not be amended except as

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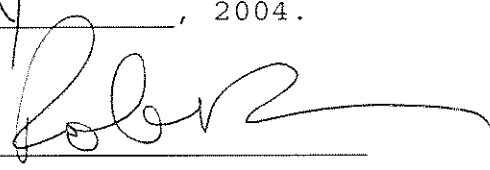
provided in such Declaration.

Section 2.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict in the Declaration applicable to the Properties referred to in Section 1 of this Article and these Bylaws, the said Declaration shall control; and in the case of any conflict in the Declaration applicable to the Properties referred to in Section 1 and these Bylaws, the said Declaration shall control.

READ AND APPROVED this 15th day of

JULY, 2004.

By: 

By: _____

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