

COPY

BYLAWS OF
PECOS VILLAS HAVASU II, INC.

ARTICLE I
PLAN OF APARTMENT OWNERSHIP

Section One: Apartment Ownership: The project located on Pecos Villas Havasu II Condominium, according to the plat of record in the office of the County Recorder of Mohave County, Arizona recorded May 11, 1981, as Fee No. 81-16234, is submitted to the provisions of A.R.S. 33-551 et seq.

Section Two: Bylaws Applicability. The provisions of these bylaws are applicable to the project. (The term "project" as used herein shall include the land.)

Section Three: Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulation set forth in these bylaws and to the Declaration of Horizontal Property Regime Together With Covenants, Conditions and Restrictions.

The mere acquisition or rental of any of the family units, herein referred to as units, of the project or the mere act of occupancy of any of the units will signify that these bylaws and provisions of the regulatory agreement are accepted, ratified and will be complied with.

ARTICLE II
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section One: Voting: Voting shall be on a one vote per unit.

Section Two: Majority of Owners: As used in these bylaws the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in accordance with the preceeding paragraph of this article.

1
2 Section Three: Quorum: Except as otherwise provided in
3 these bylaws, the presence in person or by proxy of a "majority of
4 owners" as defined in the preceding paragraph of this article shall
5 constitute a quorum.

6 Section Four: Proxies: Votes may be cast in person or by
7 proxy. Proxies must be filed with the secretary before the
8 appointed time of each meeting.

9 ARTICLE III

10 ADMINISTRATION

11 Section One: Association Responsibilities: The owners of
12 the units will constitute the Pecos Villas Havasu II, Inc., herein-
13 after referred to as Association, who will have the responsibility
14 of administering the project, approving the annual budget, establish-
15 ing and collecting monthly assessments, and arranging for the manage-
16 ment of the project pursuant to an agreement containing provisions
17 relating to the duties, obligations, removal and compensation of
18 the management agent. Except as otherwise provided, decisions and
19 resolutions of association shall require approval of a majority
20 of owners.

21 Section Two: Place of Meetings: Meetings of Association
22 shall be held at the principal office of the project or such other
23 suitable place convenient to the owners as may be designated by
24 the board of directors.

25 Section Three: Annual Meetings: The first annual meeting
26 of the Association shall be held on November 1, 1981. Thereafter,
27 annual meetings shall be held on the first Monday of November of
28 each succeeding year. At such meetings there shall be elected by
29 ballot a board of directors in accordance with the requirements of
30 Section Five of Article IV of these bylaws. The owners may also
31 transact such other business of Association as may properly come
32 before them.

1 Section Four: Special Meetings: It shall be the duty of
2 the president to call a special meeting of the owners as directed by
3 resolution of the board of directors or on a petition signed by
4 a majority of the owners and having been presented to the secretary,
5 or at the request of the Federal Housing Commissioner or his duly
6 authorized representative. No business shall be transacted at a
7 special meeting except as stated in the notice, unless by consent
8 of four-fifths of the owners present, either in person or by proxy.

9 Section Five: Notice of Meetings: It shall be the duty of
10 the secretary to mail a notice of each annual or special meeting,
11 stating the purpose thereof as well as the time and place of the
12 meeting, to each owner of record, at least five, but not more than
13 10 days prior to such meeting. The mailing of notice in the
14 manner provided in this section shall be considered notice served.
15 Notices of all meetings shall be mailed to the director of the
16 local insuring office of the Federal Housing Administration.

17 Section Six: Adjourned Meetings: If any meeting of owners
18 cannot be organized because a quorum has not attended, the owners
19 who are present either in person or by proxy may adjourn the
20 meeting to a time not less than 48 hours from the time the original
21 meeting was called.

22 Section Seven: Order of Business: The order of business
23 at all association meetings shall be as follows:

- 24 (a) Roll call.
- 25 (b) Proof of notice of meeting or waiver of notices.
- 26 (c) Reading of minutes of preceding meeting.
- 27 (d) Reports of officers.
- 28 (e) Report of Federal Housing Administration representa-
29 tive, if present.
- 30 (f) Report of committees.
- 31 (g) Election of inspectors of election.
- 32 (h) Election of directors.

1 (i) Unfinished business.

2 (j) New business.

3 ARTICLE IV

4 BOARD OF DIRECTORS

5 Section One: Number and Qualification: Association's
6 affairs shall be governed by a board of directors composed of
7 three, five or seven persons, with the initial board of directors
8 to consist of five directors, all of which must be owners of
9 units in the project.

10 Section Two: Powers and Duties: The board of directors
11 shall have the powers and duties necessary for the administration of
12 Association's affairs and may do all such acts and things as are
13 not by law or by these bylaws directed to be exercised and done by
14 the owners.

15 Section Three: Other Duties: In addition to duties
16 imposed by these bylaws or by resolutions of Association, the board
17 of directors shall be responsible for the following:

- 18 (a) Care, upkeep and surveillance of the project and
19 common areas and facilities and the restricted
20 common areas and facilities.
21 (b) Collection of monthly assessments from the owners.
22 (c) Designation and dismissal of the personnel necessary
23 for the maintenance and operation of the project,
24 the common areas and facilities, and the restricted
25 common areas and facilities.

26 Section Four: Management Agent: The board of directors
27 may employ for Association a management agent at a compensation
28 established by the board to perform such duties and services as the
29 board shall authorize, including, but not limited to, the duties
30 listed in Section Three of this article.

31 Section Five: Election and Term of Office: At the first
32 annual meeting of Association, the term of office of two directors
shall be fixed for three years. The term of office of two directors
shall be fixed at two years, and the term of office of one director

1 shall be fixed at one year. At the expiration of the initial term
2 of office of each respective director, his successor shall be electe
3 to serve a term of three years. The directors shall hold office
4 until their successors have been elected and hold their first meetin

5 Section Six: Vacancies: Vacancies in the board of
6 directors caused by any reason other than the removal of a director
7 by a vote of Association shall be filled by vote of the majority
8 of the remaining directors, even though they may constitute less
9 than a quorum; and each person so elected shall be a director until
10 a successor is elected at Association's next annual meeting.

11 Section Seven: Removal of Directors: At any regular or
12 special meeting duly called, any one or more of the directors may
13 be removed with or without cause by a majority of the owners, and
14 a successor may then and there be elected to fill the vacancy thus
15 created. Any director whose removal has been proposed by the
16 owners shall be given an opportunity to be heard at the meeting.

17 Section Eight: Organization Meeting: The first meeting of
18 the newly elected board of directors shall be held within 10 days
19 of election at such place as shall be fixed by the directors at
20 the meeting at which such directors were elected, and no notice
21 shall be necessary to the newly elected directors in order legally
22 to constitute such meeting, provided a majority of the whole board
23 shall be present.

24 Section Nine: Regular Meetings: Regular meetings of the
25 board of directors may be held at such time and place as shall be
26 determined, from time to time, by a majority of the directors, but
27 at least two such meetings shall be held during each fiscal year.
28 Notice of regular meetings of the board of directors shall be given
29 to each director, personally or by mail, telephone, or telegraph,
30 at least three days prior to the day named for such meeting.

31 Section Ten: Special Meetings. Special meetings of the boar
32 of directors may be called by the president on three days notice

1 to each director, given personally or by mail, telephone, or
2 telegraph, which notice shall state the time, place (as hereinabove
3 provided), and purpose of the meeting. Special meetings of the
4 board of directors shall be called by the president or secretary
5 in like manner and on like notice on the written request of at
6 least three directors.

7 Section Eleven: Waiver of Notice: Before or at any
8 meeting of the board of directors, any director may, in writing,
9 waive notice of such meeting and such waiver shall be deemed equi-
10 valent to the giving of such notice. Attendance by a director at
11 any meeting of the board shall be a waiver of notice by him of the
12 time and place thereof. If all the directors are present at any
13 meeting of the board, no notice shall be required and any business
14 may be transacted at such meeting.

15 Section Twelve: Board of Director's Quorum: At all
16 meetings of the board of directors, a majority of the directors
17 shall constitute a quorum for the transaction of business, and the
18 acts of the quorum shall be the acts of the board of directors. If,
19 at any meeting of the board of directors, there be less than a quorum
20 present, the members present may adjourn the meeting from time to
21 time. At any such meeting, any business that might have been
22 transacted at the meeting as originally called may be transacted
23 without further notice.

24 Section Thirteen: Fidelity Bonds: The board of directors
25 shall require that all officers and employees of Association
26 handling or responsible for Association funds shall furnish adequate
27 fidelity bonds. The premiums of such bonds shall be paid by the
28 Association.

29 ARTICLE V

30 OFFICERS

31 Section One: Designation: The principal officers of
32 Association shall be a president, a vice-president, a secretary,

1 and a treasurer, all of whom shall be elected by and from the
2 board of directors. The directors may appoint an assistant treasure
3 and an assistant secretary, and such other officers as in their
4 judgment may be necessary.

5 Section Two: Election of Officers: The officers of
6 Association shall be elected annually by the board of directors at
7 the organization meeting of each new board and shall hold office
8 at the pleasure of the board.

9 Section Three: Removal of Officers: On an affirmative
10 vote of a majority of the members of the board of directors, any
11 officer may be removed, either with or without cause, and his
12 successor elected at any regular meeting of the board of directors,
13 or at any special meeting of the board called for such purpose.

14 Section Four: President: The president shall be the
15 chief executive officer of the Association. He shall preside at
16 all meetings of the Association and of the board of directors. He
17 shall have all of the general powers and duties that are usually
18 vested in the office of the president of an Association, including
19 but not limited to the power to appoint committees from among the
20 owners from time to time as he may in his discretion decide is
21 appropriate to assist in the conduct of Association's affair.

22 Section Five: Vice-President: The vice-president shall
23 take the place of the president and perform his duties whenever the
24 president shall be absent or unable to act. If neither the presi-
25 dent nor the vice-president is able to act, the board of directors
26 shall appoint some other member of the board to do so on an interim
27 basis. The vice-president shall also perform such other duties as
28 shall from time to time be imposed on him by the board of directors.

29 Section Six: Secretary: The secretary shall keep the
30 minutes of all meetings of the board of directors and the minutes
31 of all meetings of association; he shall have charge of such books
32 and papers as the board of directors may direct; and he shall, in

1 general, perform all the duties incident to the office of secretary.
2 Section Seven: Treasurer: The treasurer shall have
3 responsibility for association funds and securities and shall be
4 responsible for keeping full and accurate accounts of all receipts
5 and disbursements in books belonging to association. He shall be
6 responsible for the deposit of all moneys and other valuable
7 effects in the name, and to the credit of, association in such
8 depositories as may from time to time be designated by the
9 board of directors.

10 ARTICLE VI

11 OBLIGATIONS OF THE OWNERS

12 Section One: Assessments: All owners are obligated to pay
13 monthly assessments imposed by Association to meet all project
14 communal expenses, which may include a liability insurance policy
15 premium and an insurance premium for a policy to cover repair and
16 reconstruction work in case of hurricane, fire, earthquake or
17 other hazard. The assessments shall be made for each unit owned.
18 Such assessments shall include monthly payments to a general
19 operating reserve and a reserve fund for replacements.

20 Section Two: Maintenance and Repair:

- 21 (a) Every owner must perform promptly all maintenance and
22 repair work within his own unit, which, if omitted,
23 would affect the project in its entirety or in a part
24 belonging to other owners, being expressly responsible
25 for the damages and liabilities that his failure
26 to do so may engender.
27 (b) All the repairs of internal installations of the unit
28 such as water, light, gas, power, sewage, telephones,
29 air conditioners, sanitary installations, doors,
30 windows, lamps, and all other accessories belonging
31 to the unit area shall be at the owner's expense.
32 (c) An owner shall reimburse Association for any expend-
 itures incurred in repairing or replacing any common
 area and facility damages through his fault.

30 Section Three: Use of Family Units - Internal Changes:

- 31 (a) All units shall be utilized for residential purposes
 only.
32 (b) An owner shall not make structural modifications or

1 alterations in his unit or installations located thereir.
2 without previously notifying Association in writing,
3 management agent, if any, or president of the board
4 of directors, if no management agent is employed. The
5 Association shall have the obligation to answer within
6 sixty days, and failure to do so within the stipulated
7 time shall mean that there is no objection to the
8 proposed modification or alteration.

9
10
11 Section Four: Use of Common Areas and Facilities and
12 Restricted Common Areas and Facilities:

- 13 (a) An owner shall not place or cause to be placed in the
14 lobbies, vestibules, stairways, and other project
15 areas and facilities of a similar nature both common
16 and restricted, any furniture, packages or objects
17 of any kind. Such areas shall be used for no other
18 purpose than for normal transit through them.

19 Section Five: Right of Entry:

- 20 (a) An owner shall grant the right of entry to the manage-
21 ment agent or to any other person authorized by the
22 board of directors or Association in case of any emer-
23 gency originating in or threatening his unit, whether
24 the owner is present at the time or not.
- 25 (b) An owner shall permit other owners, or their representa-
26 tives, when so required, to enter his unit for the
27 purpose of installing, altering or repairing the
28 mechanical or electrical services, provided that
29 requests for entry are made in advance and that such
30 entry is at a time convenient to the owner. In case
31 of an emergency, such right of entry shall be
32 immediate.

Section Six: Rules of Conduct:

- 20 (a) No resident of the project shall post any advertise-
21 ments or posters of any kind in or on the project
22 except as authorized by Association.
- 23 (b) Residents shall exercise extreme care in making noises
24 or using musical instruments, radios, televisions and
25 amplifiers that may disturb other residents. Keeping
26 of domestic animals will be in accordance with the
27 Municipal Sanitary Regulations.
- 28 (c) Hanging of garments, rugs, and the like from the
29 windows or from any of the facades of the project
30 is prohibited.
- 31 (d) Dusting and shaking out of rugs and the like, from
32 the windows or from any of the facades of the project
is prohibited.
- (e) No owner, resident, or lessee shall install wiring
for electrical or telephone installations, television
antennae, machines, or the like, on the exterior of the project or that protrude
through the walls or the roof of the project except
as authorized by Association.

- 1 (f) Throwing of garbage or trash outside the disposal
2 installations provided for such purposes in the
3 service area is prohibited.

4 ARTICLE VII

5 AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

6 Section One: Bylaws: These bylaws may be amended by Assoc-
7 iation in a duly constituted meeting for such purpose, and no
8 amendment shall take effect unless approved by owners representing
9 at least sixty-six and two-thirds percent (66-2/3%) of the total
10 number of all units in the project.

11 ARTICLE VIII

12 MORTGAGEES

13 Section One: Notice to Association: An owner who mortgages
14 his unit shall notify Association through the management agent, if
15 any, or the president of the board of directors in the event there
16 is no management agent, the name and address of his mortgagee; and
17 the Association shall maintain such information in a book entitled
18 "Mortgagees of Unit".

19 Section Two: Notice of Unpaid Assessments: The Association
20 shall at the request of a mortgagee of a unit report any unpaid
21 assessments due from the owner of such unit.

22 ARTICLE IX

23 COMPLIANCE

24 These bylaws are set forth to comply with the requirements
25 of A.R.S. 33-552 et seq. In case any of these bylaws conflict with
26 the provisions of that statute, it is hereby agreed and accepted
27 that the provisions of the statute will apply.

28
29 Secretary

30 APPROVED,

31

32 Chairman

HARVEY R. JACKSON
ATTORNEY AT LAW
115 MCCULLOCH BLVD
SUITE A
TAMPA CITY, FL 33603