

**BYLAWS  
OF  
LA ESTRELLA VISTA CONDOMINIUM  
ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is LA ESTRELLA VISTA CONDOMINIUM ASSOCIATION, INC., hereafter referred to as the "Association." The principal office of the Association shall be located at P.O. Box 4150, Mesa, Arizona 85211, or at the office of the current property manager, but meetings of Members and Directors may be held at such places within the State of Arizona as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Unless otherwise indicated in the recorded Declaration of Condominium and of Covenants, Conditions and Restrictions for La Estrella Vista ("Declaration"), as amended from time to time, the following definitions will be applicable to these Bylaws (as defined below):

Section 1.     **"Articles"** shall mean the Articles of Incorporation of the Association which have been filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

Section 2.     **"Association"** shall mean the La Estrella Vista Condominium Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

Section 3.     **"Board"** shall mean the Board of Directors of the Association.

Section 4.     **"Bylaws"** shall mean these Bylaws, as they may be amended from time to time.

Section 5. “**Common Elements**” shall have the same meaning as in the Declaration.

Section 6. “**Condominium Documents**” shall mean the Declaration, Articles, Bylaws, and Rules, including amendments thereto from time to time.

Section 7. “**Declaration**” shall mean the recorded Declaration of Condominium and of Covenants, Conditions and Restrictions for La Estrella Vista, recorded \_\_\_\_\_, at Instrument No. \_\_\_\_\_, as amended hereafter from time to time, except where the context indicates otherwise.

Section 8. “**Member**” shall mean the record Owner of a Unit subject to the Declaration, as more fully set forth herein and in the Declaration and Articles.

Section 9. “**Owner**” shall mean and refer to the record Owner of a Unit pursuant to the Declaration and Articles.

Section 10. “**Property**” or “**Project**” shall mean and refer to that certain real property which is subject to the Declaration, as the same may be amended from time to time.

Words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration, unless the context indicates otherwise.

### **ARTICLE III APPLICATION OF BYLAWS**

All Owners, Lessees, Residents and other Persons who may reside in a Unit and/or use the Common Elements are subject to the Condominium Documents. The acceptance of a deed to a Unit shall constitute an agreement to comply with the Condominium Documents, whether or not so indicated on the deed.

### **ARTICLE IV APPLICATION OF STATUTES**

The provisions of Arizona statutes, including Arizona Revised Statutes §33-1201, *et seq.*, and 10-3101, *et seq.*, are applicable to the extent these Bylaws are silent on a given issue and/or to the extent such statutes specifically provide that they take precedence over the language of bylaws to the extent inconsistent with such statutes.

**ARTICLE V**  
**MEETINGS OF OWNERS**

Section 1. **Annual Meeting.** The Annual Meeting of the Members of the Association shall be held on the third Wednesday of January of each year. The Board may change the date of the Annual Meeting from time to time. If the date for the Annual Meeting of the Owners is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. **Special Meetings.** Special Meetings of the Members may be called at any time by the Declarant, President, upon the affirmative vote a majority of the Board, or upon written request of not less than ten percent (10%) of the voting Owners.

Section 3. **Notice of Meetings.** Written notice of each meeting of the Owners shall be given by or at the direction of the Secretary by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than fifty (50) days before such meeting, to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association or supplied in writing by such Owner to the Association for the purpose of notices. Such notice shall specify the place, day and hour of the meeting and, in the case of a Special Meeting, the purpose for which the meeting is called, including the general nature of any proposed amendment to the Declaration, Articles or Bylaws, changes in assessments that require approval of the Members, and any proposal to remove a Director or an Officer.

Section 4. **Quorum.** The presence at any meeting of Members entitled to cast, or of absentee ballots entitled to cast fifty-one percent (51%) of the votes, shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration or these Bylaws. (However, if the Class B Membership exists and the Class B Member or its proxy is not present, a quorum shall not exist.) If the required quorum is not present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without any further notice other than a posting and an announcement at the meeting. The required quorum requirements at any subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting.

**ARTICLE VI**  
**VOTING RIGHTS**

Each Member and the Declarant shall be entitled to such votes as more fully set forth in the Declaration. When more than one Person holds an interest in any Unit, all such Persons shall be Members, except as otherwise provided in the Condominium Documents.

In the event any Unit is owned by two or more Persons, said Owners shall designate to the Association, in writing, one of the Owners who shall have the power to vote at any and all

meetings of the Members and, in the absence of such designation, and until such designation is made, it will be presumed that the Owner voting is authorized to do so by the remaining Owners of the Unit. In the event more votes are cast with respect to any given Unit than that reflected by the Declaration, however, none of said votes shall be counted and said votes shall be deemed void if no prior designation has been made.

Section 1.    **Absentee Ballots.**

(a)    Votes by the Members may be cast in Person or by written absentee ballot. Any action taken at an Annual or Special Meeting of the Members shall comply with all of the following if absentee ballots are used:

(i)    the absentee ballot shall set forth each proposed action;

(ii)   the absentee ballot shall provide an opportunity to vote for or against each proposed action;

(iii)   the absentee ballot shall state that it is valid for only one specified election or meeting of the Members (or any valid continuation thereof pursuant to Article V, Section 4 of these Bylaws) and expires automatically after the completion of the election or meeting;

(iv)   the absentee ballot specifies the time and date by which the ballot must be delivered to the Board in order to be counted, which shall be at least seven days after the date that the Board delivers the unvoted absentee ballot to the Member; and

(v)   the absentee ballot does not authorize another Person to cast votes on behalf of the Member.

(b)    Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

(c)    This Section shall be construed consistent with State law, as same may from time to time change, and voting Members may also take action by written consent to the extent permitted by Arizona law. The Class B Member shall have the right to disapprove any action of the Association or voting Members, as and to the extent provided herein and in the Declaration. In addition, no such action by voting Members may conflict with any reserved right, privilege, power or immunity of the Declarant or Class B Member.

Section 2.    **Proxies.**

(a)    Pursuant to A.R.S. § 33-1812, after termination of the Period of Declarant Control, voting of the Members by proxy shall be prohibited; provided, however, that during the Period of Declarant Control, Declarant may in writing permit voting by proxy should Declarant, in its discretion, wish to permit such voting.

(b) Should voting by proxy be permitted by Declarant, as stated, every proxy shall be in writing specifying the Unit for which it is given, signed by the Member or his/her duly authorized attorney-in-fact, dated, and filed with the Secretary prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast; and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(c) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Unit for which it was given, or (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, from the date of the proxy, unless a shorter period is specified in the proxy or is mandated by law.

## **ARTICLE VII**

### **BOARD OF DIRECTORS; TERM OF OFFICE; NOMINATION; ELECTION**

Section 1. **Number.** The affairs of this Association shall be managed by a Board of not less than three (3) directors, who must be Owners in good standing, except Board members appointed by the Declarant who need not be Owners. ( An Owner will be deemed in good standing if the Owner is current in the payment of all amounts due and owing the Association and is not otherwise in violation of any provision of the Condominium Documents which remains uncorrected for more than fifteen (15) days after notice to cure.) Notwithstanding anything herein to the contrary, until Declarant rights expire or Declarant extinguishes its Class B voting rights, Declarant shall be entitled to appoint all Directors.

Section 2. **Term of Office.** Directors shall be elected from among and by the Members of the Association at Annual Meetings thereof, and shall serve for term as more fully set forth in the Declaration or Articles or until their successors are appointed/elected and qualified. There is no prohibition against Directors serving multiple and/or consecutive terms.

Section 3. **Vacancies.** In the event of a vacancy among the Directors through death, resignation, disqualification, removal or other cause, the remaining Directors, by affirmative vote of a majority thereof, may appoint a successor to hold office for the unexpired portion of the term of the Director, and the person so chosen to fill a vacancy shall serve during the unexpired term of his/her predecessor and until his/her successor is duly elected and qualified. So long as there is at least one remaining member of the Board, said Board member can appoint successors to fill the unexpired terms of the remaining Directors. In no event, however, and following the Period of Declarant Control, can any other action be taken on behalf of the Association without at least two (2) Members on the Board.

Section 4. **Election.** Election to the Board shall be by written ballot or oral vote, or in the event the nominations are merely sufficient to fill the vacancies, by acclamation. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

Section 5. **Quorum.** A majority of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board and the Association. For example, if there are three (3) members of the Board, two (2) members of the Board shall constitute a quorum.

Section 6. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, except a Director appointed by Declarant may only be removed by Declarant.

Section 7. **Action Taken Without a Meeting.** To the extent not inconsistent with Arizona Revised Statutes, the Board shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **ARTICLE VIII**

### **MEETINGS OF DIRECTORS**

Section 1. **Regular Meetings.** Regular meetings of the Board are open to all Members of the Association and all Members so desiring shall be permitted to attend and listen to the deliberations and proceedings; provided, however, that for Regular and Special Meetings of the Board, Association Members who are not Board members may not participate in any deliberation or discussion, except to the extent required by law, and to the extent required by law, Members other than Directors may participate in any discussion or deliberation subject to reasonable regulations of the Board, which regulations can include limiting the number of individuals who may speak and the time any such individual may speak. Notwithstanding the foregoing, the President may adjourn any meeting of the Board and reconvene in executive session, any may exclude Persons other than Directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, pending or contemplated matters relating to enforcement of the Association's Condominium Documents, etc., and any other matter that is not required to be opened to all Members pursuant to any applicable statute, including A.R.S. §33-1804.

Section 2. **Special Meetings.** Special Meetings of the Board shall be held when called by the Declarant, President of the Association or by any two Directors, after not less than two (2) days notice to each Director and to the Members, unless such notice is waived by all Directors or an emergency exists.

Section 3. **Participation in Meetings.** One or more Directors may participate in and vote during any Regular or Special Meeting of the Board by telephone conference call, fiber optics, or similar audio or video communication equipment by means of which all Persons participating in the meeting can hear each other at the same time. Those Directors so participating shall be deemed present at such meeting.

Section 4. **Notice of Meetings.** Notice of Regular or Special Meetings of the Board shall be given to each Director at least two (2) days prior to each Meeting of the Board and notice to Members of meetings of the Board shall be by any reasonable means as determined by the Board, including posting on a community bulletin board or at the mailboxes. Notice to Members of meetings of the Board is not required if emergency circumstances require action by the Board before any notice can be given. Any notice of a Board meeting shall state the time and place of the meeting. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of any action taken at that meeting.

## **ARTICLE IX**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. **Powers.** In addition to the powers set forth in the Declaration or as otherwise available by law, the Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Elements, and the conduct of the Owners, Residents, Lessees, invitees and licensees, and to establish penalties for the infraction thereof or the infraction of any provision of the Condominium Documents;

(b) suspend the voting rights and right to use of the Common Elements an Owner, Lessee, Resident, invitee or licensee, during any period in which such Owner shall be in default in the payment of any amounts due and owing the Association. Such rights may also be suspended for infraction of published rules and regulations or other Condominium Documents;

(c) exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not specifically reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive Regular Meetings of the Board without an acceptable excuse, at which time the Board shall appoint a successor for that member of the Board who shall serve as set forth in the Articles or at least until the next Annual Meeting;

(e) employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to proscribe their duties;

(f) pay all expenses and obligations incurred by the Association in the conduct of its business;

(g) fix, levy, collect and enforce assessments, late charges and fines;

(h) manage, control, operate, maintain, repair and improve the Common Elements for which the Association by rule, regulation, declaration or contract has a right or duty to provide such services;

(i) enforce covenants, conditions, or restrictions affecting any Property to the extent the Association is authorized to do so under the Condominium Documents;

(j) engage in activity which may foster, promote and enhance the common interests of all Members of the Association;

(k) enter into, make, perform or enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation or other entity or agency, public or private;

(l) adopt, alter and amend or repeal these Bylaws (as more fully set forth herein) as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent or contrary to any provisions of the Declaration or Articles; and

(m) delegate such duties of the Officers as set forth in Article XI(6) of these Bylaws as the Board deems necessary and prudent.

**Section 2. Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs;

(b) supervise all Officers, agents and employees of the Association and to see that their duties are properly performed;

(c) without limiting the Declaration or relieving any Owner of the obligation to pay, to:

(i) fix the amount of the Annual Assessment against each Unit at least thirty (30) days in advance of each Annual Assessment period;

- paid; and
- (ii) enforce collection of Assessments and other amounts which are not paid; and
  - (iii) enforce any violation of the Condominium Documents;
- (d) issue, or to cause an appropriate Officer to issue, within thirty (30) days following receipt of a demand in writing by any qualified person, a statement of the amount of any unpaid Assessment against his/her Unit. A reasonable charge may be made by the Board for the issuance of such statements;
- (e) procure and maintain adequate liability insurance as otherwise required by the Declaration;
- (f) procure and maintain adequate Officer and Director insurance and errors and omissions insurance;
- (g) procure and maintain adequate workman's compensation and employer's liability insurance to the extent necessary to comply with applicable law, if any;
- (h) cause all Officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate; and
- (i) ensure the Common Elements are maintained.

## **ARTICLE X**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The Officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, who shall at all times be Members of the Board. The offices of Secretary and Treasurer may be held by the same person.

**Section 2. Election of Officers.** The election of Officers shall take place at the first meeting of the Board following each Annual Meeting of the Owners.

**Section 3. Term.** The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve. There is no prohibition against Officers serving consecutive and/or multiple terms.

**Section 4. Resignation and Removal.** Any Officer may be removed from office with or without cause by majority vote of the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and

unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.

Section 6. **Duties.** The duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes; and shall have general charge and control of affairs of the Association, subject to the Board.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; effectuate notice of meetings of the Board and the Owners; keep appropriate current records showing the Members of the Association, together with their addresses; have charge of all the books of the Association's transactions and correspondence; and perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; may co-sign all checks and promissory notes of the Association and may obtain a second signature of a Board member on all checks and notes; shall keep and maintain adequate books of account and financial records for the Association and shall make such reports to the Board as may be required by the Board; shall perform all acts and things incident to the office of the Treasurer, subject to the control of the Board; and may be bonded by the Association for the faithful performance of his/her duties in such amount as the Board shall fix and determine if the Association does not have professional management.

**ARTICLE XI**  
**BOOKS AND RECORDS**

To the extent permitted by law, the books, records and papers of the Association shall at all times, during reasonable business hours, and by advance appointment, be subject to inspection by any Owner. The Condominium Documents shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XII**  
**INDEMNIFICATION**

Subject to the provisions of Arizona statutes, the Declaration and the Articles, the Association shall indemnify any person against expenses, including without limitation attorney fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association in all circumstances in which, and to the extent that, such indemnification is specifically permitted and to the fullest extent provided for by the laws of the State of Arizona as then in effect. Whenever any current or former Director, Officer, employee or agent of the Association shall report to the President or the Board that he/she has incurred or may incur expenses, regardless of whether legal action has been filed, on account of any action or omission alleged to have been committed by him/her while acting within the scope of his/her capacity as a Director, Officer, employee or agent of the Association, or as otherwise set forth above, the Board shall, at its next Regular Meeting or at a Special Meeting held within a reasonable time thereafter, determine whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act or refused to act willfully or with gross negligence or with fraudulent or criminal intent with regard to the matter involved in the action or contemplated action and, if so, the Association shall have the right to refuse indemnification.

The Members, Officers, Directors, employees, and agents of the Association shall not be individually or personally liable for the Association's debts or other liabilities, and the private property of such individuals shall be exempt from any Association debts or liabilities.

**ARTICLE XIII**  
**CORPORATE SEAL**

The Association may have a seal in a form approved by the Board. Failure to use the seal, however, shall not invalidate any document that would otherwise be valid.

**ARTICLE XIV**

**AMENDMENT**

These Bylaws may be amended by the Board at any Regular or Special Meeting of the Board by a majority vote of a quorum of the Board present at any such meeting, in person or by proxy. So long as Declarant is a Class B Member, any amendment to these Bylaws must be approved in writing by the Declarant.

**ARTICLE XV**

**CONFLICTING DOCUMENTS**

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Association Rules and these Bylaws, the Bylaws shall control.

**ARTICLE XVI**

**CERTIFICATION**

Pursuant to Arizona Revised Statute Section 10-3206, the Board of La Estrella Vista Condominium Association, Inc. certify that they have adopted these initial Bylaws pursuant to authority granted to them by the Condominium Documents and pursuant to Arizona law, and further certify that the foregoing provisions are binding so long as they are not inconsistent with Arizona law, the Declaration or Articles of Incorporation. The Directors further request the President and Secretary of the Association to execute these Bylaws on behalf of the Board.

**IN WITNESS WHEREOF** the President and the Secretary of the Association, acting for and on behalf of the Association, have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
James Chase, President

\_\_\_\_\_  
Camille Bickler, Secretary

CERTIFICATION

STATE OF ARIZONA     )  
  ) ss  
County of Maricopa     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006 before me, the undersigned Notary Public, personally appeared the President and Secretary of La Estrella Vista Condominium Association, Inc., an Arizona nonprofit corporation, and acknowledged to me that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing their names by themselves as such Officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_